

# **PEAK PERFORMANCE PLATFORM TERMS OF USE**

**Effective Date: January 1, 2024**

**Last Updated: January 9, 2024**

## **1. ACCEPTANCE OF TERMS**

By accessing or using the Peak Performance Platform ("Platform") provided by Summit Digital Solutions, Inc. ("Company," "we," or "us"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, do not access or use the Platform.

## **2. DEFINITIONS**

1. "Authorized Users" means employees, contractors, or agents of the Client organization who have been granted access credentials to the Platform.
2. "Client Data" means all data, information, and materials uploaded, input, or transmitted by Client through the Platform.
3. "Platform" means the Company's proprietary Peak Performance Platform, including all associated software, algorithms, analytics tools, dashboards, and documentation.

## **3. LICENSE AND ACCESS RIGHTS**

1. Subject to these Terms, Company grants Client a non-exclusive, non-transferable, limited license to access and use the Platform solely for Client's internal business operations.
2. Client shall not:
  - a) Reverse engineer, decompile, or attempt to discover the source code of the Platform
  - b) Sublicense, sell, lease, or distribute access to the Platform
  - c) Create derivative works based on the Platform
  - d) Use the Platform to develop competing products or services

## **4. DATA RIGHTS AND PRIVACY**

1. Client retains all ownership rights to Client Data.
2. Client grants Company a limited license to process Client Data solely to:

- a) Provide and improve Platform services
- b) Generate aggregated, anonymized analytics
- c) Comply with applicable laws and regulations

3. Company shall maintain appropriate technical and organizational measures to protect Client Data in accordance with industry standards and applicable data protection laws.

## **5. INTELLECTUAL PROPERTY**

1. The Platform, including all intellectual property rights therein, remains the exclusive property of Company.

2. Client acknowledges that the Platform contains Company's confidential and proprietary information, including:

- a) Machine learning algorithms
- b) Analytics methodologies
- c) IoT integration frameworks
- d) User interface designs
- e) Technical documentation

## **6. CLIENT OBLIGATIONS**

1. Client shall:

- a) Maintain the confidentiality of access credentials
- b) Ensure Authorized Users comply with these Terms
- c) Use the Platform in accordance with applicable laws
- d) Promptly report any security incidents or unauthorized access

2. Client shall not use the Platform to:

- a) Violate any laws or regulations
- b) Infringe third-party intellectual property rights
- c) Transmit malicious code or harmful data
- d) Interfere with Platform operations

## **7. SERVICE LEVELS AND SUPPORT**

1. Company shall maintain Platform availability of 99.9%, excluding scheduled maintenance.
2. Technical support is available during business hours (9:00 AM - 6:00 PM EST) through:
  - a) Email: support@summitdigital.com
  - b) Phone: (888) 555-0123
  - c) Support portal: support.summitdigital.com

## **8. DISCLAIMER OF WARRANTIES**

1. THE PLATFORM IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED.
2. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

1. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.
2. COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING THE CLAIM.

## **10. TERM AND TERMINATION**

1. These Terms remain effective until terminated by either party upon 30 days written notice.
2. Upon termination:
  - a) All access rights immediately cease
  - b) Client shall cease using the Platform
  - c) Company shall return or destroy Client Data as requested
  - d) Sections 4, 5, 8, 9, and 11 survive termination

## **11. GOVERNING LAW AND JURISDICTION**

1. These Terms shall be governed by Delaware law.
2. Any disputes shall be resolved exclusively in the state or federal courts located in Delaware.

## **12. MODIFICATIONS**

Company reserves the right to modify these Terms at any time. Continued use of the Platform following modification constitutes acceptance of the modified Terms.

## **13. CONTACT INFORMATION**

For questions regarding these Terms, contact:

Summit Digital Solutions, Inc.

Legal Department

1234 Innovation Drive

Wilmington, DE 19801

[legal@summitdigital.com](mailto:legal@summitdigital.com)