

SERIES C PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES C PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024, by and among Summit Digital Solutions, Inc., a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each a "Purchaser" and collectively, the "Purchasers").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of up to 2,500,000 shares of its Series C Preferred Stock, \$0.001 par value per share (the "Series C Preferred");

WHEREAS, the Company desires to sell, and the Purchasers desire to purchase, shares of Series C Preferred on the terms and conditions set forth herein; and

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants herein contained, the parties hereby agree as follows:

1. PURCHASE AND SALE OF SERIES C PREFERRED STOCK

1.1 Authorization

The Company has authorized the sale and issuance of up to 2,500,000 shares of Series C Preferred having the rights, preferences, privileges and restrictions set forth in the Amended and Restated Certificate of Incorporation.

1.2 Sale and Issuance

Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser, the number of shares of Series C Preferred set forth opposite such Purchaser's name on Exhibit A at a purchase price of \$12.00 per share (the "Purchase Price").

2. CLOSING AND DELIVERY

2.1 Closing

The purchase and sale of the Series C Preferred shall take place at the offices of Wilson & Ross LLP, 555 Technology Square, Boston, MA 02139, at 10:00 a.m. Eastern Time on January 30, 2024, or at such other time and place as the Company and Purchasers may agree (the "Closing").

2.2 Delivery

At the Closing, the Company shall deliver to each Purchaser a certificate representing the Series C Preferred being purchased thereby against payment of the Purchase Price therefor by wire transfer of immediately available funds to an account designated by the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that:

3.1 Organization and Standing

The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted.

3.2 Authorization

All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Agreement and to issue the Series C Preferred has been taken or will be taken prior to the Closing.

3.3 Valid Issuance of Preferred Stock

The Series C Preferred, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser hereby represents and warrants to the Company that:

4.1 Authorization

Such Purchaser has full power and authority to enter into this Agreement. This Agreement constitutes such Purchaser's valid and legally binding obligation, enforceable in accordance with its terms.

4.2 Purchase Entirely for Own Account

This Agreement is made with such Purchaser in reliance upon such Purchaser's representation to the Company that the Series C Preferred to be acquired by such Purchaser will be acquired for investment for such Purchaser's own account, not as a nominee or agent.

5. CONDITIONS TO CLOSING

5.1 Conditions to Purchasers' Obligations

The obligations of each Purchaser to purchase the Series C Preferred at the Closing are subject to the fulfillment of each of the following conditions:

- (a) The representations and warranties of the Company contained in Section 3 shall be true and correct on and as of the Closing.
- (b) The Company shall have obtained all necessary approvals for the issuance and sale of the Series C Preferred.

5.2 Conditions to Company's Obligations

The obligations of the Company to sell and issue the Series C Preferred at the Closing are subject to the fulfillment of each of the following conditions:

- (a) The representations and warranties of the Purchasers contained in Section 4 shall be true and correct on and as of the Closing.
- (b) The Purchasers shall have delivered the Purchase Price to the Company.

6. MISCELLANEOUS

6.1 Survival of Warranties

Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing.

6.2 Successors and Assigns

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

6.3 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Delaware as

applied to agreements among Delaware residents entered into and to be performed entirely within Delaware.

6.4 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Series C Preferred Stock Purchase Agreement as of the date first written above.

COMPANY:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

PURCHASERS:

[Signature pages to follow]