

MANAGEMENT RIGHTS LETTER

Date: January 9, 2024

To: Series B Preferred Stock Investors

c/o Lead Investor: Horizon Growth Partners

One Financial Plaza, Suite 4200

Boston, MA 02110

From: Summit Digital Solutions, Inc.

1700 Technology Drive

Wilmington, DE 19801

1. BACKGROUND

This Management Rights Letter (this "Letter") is being delivered to you pursuant to that certain Series B Preferred Stock Purchase Agreement dated January 9, 2024 (the "Purchase Agreement"), by and among Summit Digital Solutions, Inc., a Delaware corporation (the "Company"), and the investors listed on Schedule A thereto (the "Investors").

2. MANAGEMENT RIGHTS

1 In addition to the rights specifically provided to the Investors under the Purchase Agreement and related transaction documents, the Company hereby agrees to:

(a) Permit each Investor that qualifies as a "venture capital operating company" ("VCOC") as defined in the U.S. Department of Labor Regulations, to:

(i) Consult with and advise management of the Company regarding significant business issues, including management's proposed annual operating plans;

(ii) Visit and inspect the Company's facilities during normal business hours upon reasonable notice;

(iii) Receive the information provided to the Company's Board of Directors, including monthly financial statements, annual budget, capital expenditure plans, and strategic planning documents;

(iv) Discuss the Company's affairs, finances, and accounts with appropriate officers and senior management; and

(v) Make recommendations concerning the Company's operations, management, and strategic direction.

2 The Company shall consider, in good faith, the recommendations of the Investors, provided that the final decision on any matter shall remain with the Company's management and Board of Directors.

3. BOARD OBSERVER RIGHTS

1 Each Investor holding at least 1,000,000 shares of Series B Preferred Stock shall have the right to:

(a) Designate one (1) observer to attend all meetings of the Company's Board of Directors in a non-voting capacity;

(b) Receive all materials provided to Board members, subject to execution of a confidentiality agreement; and

(c) Participate in discussions at such meetings, provided that the Company may exclude such observer from portions of meetings involving attorney-client privileged matters or conflicts of interest.

4. CONFIDENTIALITY

1 Each Investor agrees to maintain the confidentiality of all non-public information received pursuant to this Letter, except:

(a) As required by law or regulatory authority;

(b) To its partners, officers, employees, and professional advisors who need to know such information; or

(c) With the written consent of the Company.

5. TERMINATION

1 These management rights shall terminate upon:

(a) The consummation of the Company's initial public offering;

(b) The sale or merger of the Company; or

(c) Such time as the Investor no longer holds any shares of Series B Preferred Stock.

6. MISCELLANEOUS

1 This Letter shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

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

3 No amendment or modification of this Letter shall be valid unless made in writing and signed by both parties.

7. ACKNOWLEDGMENT

Please indicate your acceptance of the terms of this Letter by signing below and returning one copy to the Company.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

ACCEPTED AND AGREED:

[INVESTOR NAME]

By: _

Name:

Title:

Date:

8. SCHEDULE A

Series B Investors:

Horizon Growth Partners

Innovation Capital Fund III, L.P.

Digital Transformation Ventures II

NextGen Technology Fund

Enterprise Software Partners

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