

DATA PROCESSING AGREEMENT

Oracle Cloud Services

THIS DATA PROCESSING AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date")

BETWEEN:

Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Suite 400, Boston, MA 02210 ("Customer")

AND

Oracle Corporation, a Delaware corporation with its principal place of business at 2300 Oracle Way, Austin, TX 78741 ("Processor")

1. DEFINITIONS

1 "Applicable Data Protection Laws" means all laws and regulations relating to the processing of Personal Data and privacy applicable to the Services, including but not limited to the GDPR, CCPA, and other applicable state and federal data protection laws.

2 "Personal Data" means any information relating to an identified or identifiable natural person processed by Processor on behalf of Customer.

3 "Services" means the Oracle Cloud Services provided to Customer pursuant to the Master Services Agreement dated October 1, 2023.

4 "Sub-processor" means any third party engaged by Processor to process Personal Data.

2. SCOPE AND PURPOSE

1 This Agreement governs the processing of Personal Data by Processor in connection with the provision of Oracle Cloud Services to Customer.

2 Customer remains the data controller and Processor shall process Personal Data only on documented instructions from Customer.

3 The types of Personal Data processed include:

- Business contact information
- User authentication credentials
- System usage and activity logs
- Customer relationship data
- Technical metadata and analytics

3. PROCESSOR OBLIGATIONS

1 Processor shall:

- (a) Process Personal Data only on documented instructions from Customer;
- (b) Ensure persons authorized to process Personal Data are bound by confidentiality obligations;
- (c) Implement appropriate technical and organizational security measures;
- (d) Assist Customer in responding to data subject requests;
- (e) Notify Customer without undue delay of any Personal Data breach;
- (f) Delete or return Personal Data at the termination of Services;
- (g) Make available information necessary to demonstrate compliance.

4. SECURITY MEASURES

1 Processor shall implement appropriate technical and organizational measures including:

- (a) Encryption of Personal Data in transit and at rest;
- (b) Regular testing and evaluation of security measures;
- (c) Access controls and authentication requirements;
- (d) Business continuity and disaster recovery procedures;
- (e) Regular security awareness training for personnel;
- (f) Physical security controls for data centers and facilities.

5. SUB-PROCESSING

1 Customer provides general authorization for Processor to engage Sub-processors, subject to:

- (a) Maintaining an up-to-date list of Sub-processors;
- (b) Giving notice to Customer of any intended changes;
- (c) Ensuring Sub-processors are bound by written agreements with equivalent obligations;
- (d) Remaining liable for compliance of Sub-processors.

6. INTERNATIONAL TRANSFERS

1 Processor shall not transfer Personal Data outside the United States without:

- (a) Customer's prior written consent;
- (b) Appropriate safeguards in accordance with Applicable Data Protection Laws;
- (c) Implementation of Standard Contractual Clauses where required.

7. AUDIT RIGHTS

1 Processor shall:

- (a) Make available all information necessary to demonstrate compliance;
- (b) Allow for and contribute to audits and inspections by Customer;
- (c) Immediately inform Customer if an instruction infringes Applicable Data Protection Laws.

8. LIABILITY AND INDEMNIFICATION

1 Each party shall be liable for damages caused by its breach of this Agreement.

2 Processor shall indemnify Customer against claims arising from Processor's breach of data protection obligations.

9. TERM AND TERMINATION

1 This Agreement shall remain in effect for the duration of the Services.

2 Upon termination, Processor shall:

- (a) Cease processing Personal Data;
- (b) Return or delete Personal Data as instructed by Customer;
- (c) Delete existing copies unless legally required to retain.

10. MISCELLANEOUS

1 This Agreement shall be governed by the laws of Delaware.

2 Any modifications must be in writing and signed by both parties.

3 If any provision is held invalid, the remaining provisions shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: _

ORACLE CORPORATION

By:

Name: [Authorized Representative]

Title: [Title]

Date: _