

THIRD-PARTY INTEGRATION LICENSE AGREEMENT

THIS THIRD-PARTY INTEGRATION LICENSE AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Suite 400, Boston, Massachusetts 02210 ("Licensor").

RECITALS

WHEREAS, Licensor has developed and owns certain proprietary software, including the Peak Performance Platform, which enables integration with third-party applications and systems;

WHEREAS, Licensor desires to establish standard terms and conditions under which third-party software providers may integrate with and access the Peak Performance Platform;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1 "API" means Licensor's application programming interfaces that enable integration with the Peak Performance Platform.

2 "Documentation" means Licensor's technical specifications, security requirements, and integration guidelines.

3 "Integration" means any software application, code, or system developed to interact with the Peak Performance Platform.

4 "Licensed Materials" means the API, Documentation, and any related materials provided by Licensor.

5 "Peak Performance Platform" means Licensor's proprietary software platform for enterprise digital transformation.

2. LICENSE GRANT AND RESTRICTIONS

1 ****License Grant.**** Subject to the terms and conditions of this Agreement, Licensor grants a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Licensed Materials solely for the purpose of developing, testing, and maintaining Integrations.

2 ****Restrictions.**** Licensee shall not:

- (a) modify, reverse engineer, decompile, or disassemble the Licensed Materials;
- (b) remove or alter any proprietary notices or marks;
- (c) use the Licensed Materials to create competitive products;
- (d) exceed API call limits specified in the Documentation;
- (e) share access credentials or authentication tokens.

3. SECURITY AND COMPLIANCE

1 ****Security Standards.**** All Integrations must comply with Licensor's security requirements, including:

- (a) encryption of data in transit using TLS 1.2 or higher;
- (b) secure storage of authentication credentials;
- (c) regular security testing and vulnerability assessments;
- (d) prompt remediation of identified security issues.

2 ****Compliance Requirements.**** Licensee shall maintain compliance with:

- (a) applicable data protection laws and regulations;
- (b) industry standard security practices;
- (c) Licensor's security and privacy policies.

4. TECHNICAL REQUIREMENTS

1 ****Integration Standards.**** All Integrations must:

- (a) follow RESTful API design principles;
- (b) implement rate limiting and error handling;
- (c) maintain compatibility with API versions;
- (d) pass Licensor's certification testing.

2 ****Performance Requirements.**** Integrations shall:

- (a) maintain response times under 500ms;
- (b) handle concurrent API calls efficiently;
- (c) implement appropriate caching mechanisms;
- (d) minimize resource consumption.

5. SUPPORT AND MAINTENANCE

1 **Technical Support.** Licensor shall provide:

- (a) access to developer documentation;
- (b) API status monitoring;
- (c) security advisory notifications;
- (d) developer support portal access.

2 **Version Management.** Licensor will:

- (a) maintain API version compatibility for 12 months;
- (b) provide 90 days notice for deprecation;
- (c) support two consecutive API versions.

6. INTELLECTUAL PROPERTY

1 **Ownership.** Licensor retains all rights, title, and interest in the Licensed Materials.

2 **Feedback.** Any feedback provided regarding the Licensed Materials may be used by Licensor without restriction.

7. TERM AND TERMINATION

1 **Term.** This Agreement commences on the Effective Date and continues until terminated.

2 **Termination.** Either party may terminate:

- (a) immediately upon material breach;
- (b) with 30 days written notice.

3 **Effect of Termination.** Upon termination:

- (a) all licenses terminate immediately;
- (b) Licensee must cease using Licensed Materials;
- (c) destroy all copies of Licensed Materials.

8. LIMITATION OF LIABILITY

1 **Disclaimer.** LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

2 ****Liability Cap.**** LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN PRIOR 12 MONTHS.

9. GENERAL PROVISIONS

1 ****Assignment.**** This Agreement may not be assigned without prior written consent.

2 ****Governing Law.**** This Agreement is governed by Delaware law.

3 ****Entire Agreement.**** This Agreement constitutes the entire agreement regarding the subject matter.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Sarah Blackwell

Title: Chief Operating Officer

Date:

[LICENSEE NAME]

By:

Name:

Title:

Date: