

# SENIOR SOFTWARE ENGINEER EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of \_\_, 2023 (the "Effective Date"), by and between:**

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 1750 Technology Drive, Suite 400, San Jose, California 95110 ("Company" or "Employer")

and

\_\_ ("Employee")

## 1. POSITION AND DUTIES

1. **\*\*Position\*\***. Company hereby employs Employee as a Senior Software Engineer, reporting to the Director of Engineering or such other supervisor as Company may designate from time to time. Employee shall perform the duties customarily associated with such position and such other duties as may be assigned by Company.

2. **\*\*Duties\*\***. Employee's primary responsibilities shall include:

- (a) Designing and implementing software solutions for Company's Peak Performance Platform;
- (b) Leading technical architecture decisions for assigned projects;
- (c) Mentoring junior engineers and reviewing code;
- (d) Contributing to product strategy and technical roadmap planning;
- (e) Ensuring code quality, performance, and reliability standards are met.

3. **\*\*Full-Time Dedication\*\***. Employee shall devote full working time, attention, and efforts to Company's business and shall not engage in any other business activity without Company's prior written consent.

## 2. COMPENSATION AND BENEFITS

1. **\*\*Base Salary\*\***. Company shall pay Employee an annual base salary of \$\_\_\_\_\_, payable in accordance with Company's standard payroll practices.

2. **\*\*Annual Bonus\*\***. Employee shall be eligible for an annual performance bonus targeted at 20% of base salary, based on individual and Company performance metrics as determined by Company.

3. **\*\*Equity\*\***. Subject to approval by Company's Board of Directors, Employee shall be granted restricted stock units (RSUs) equivalent to \$\_\_\_\_\_ at fair market value, vesting over four years with a one-year cliff.

4. **\*\*Benefits\*\***. Employee shall be eligible to participate in Company's standard benefit programs, including:

- (a) Medical, dental, and vision insurance
- (b) 401(k) plan with Company matching
- (c) Life and disability insurance
- (d) Flexible spending accounts
- (e) Paid time off per Company policy

### **3. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

1. **\*\*Intellectual Property Rights\*\***. Employee agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to Company's actual or anticipated business and which are conceived, developed, or made by Employee while employed by Company belong to Company.

2. **\*\*Confidential Information\*\***. Employee acknowledges that they will have access to and become acquainted with confidential information, including:

- (a) Technical information about Company's Peak Performance Platform
- (b) Client data and requirements
- (c) Source code and architectural designs
- (d) Business strategies and roadmaps
- (e) Financial information and projections

3. **\*\*Non-Disclosure\*\***. Employee agrees not to disclose any confidential information to any person or entity outside Company without Company's prior written consent.

### **4. NON-COMPETITION AND NON-SOLICITATION**

1. **\*\*Non-Competition\*\***. During employment and for twelve (12) months thereafter, Employee shall not engage in any business that competes with Company's digital transformation services or enterprise technology consulting business.

2. **\*\*Non-Solicitation\*\***. During employment and for twelve (12) months thereafter, Employee shall not:

- (a) Solicit any Company customer or prospect
- (b) Hire or solicit any Company employee
- (c) Interfere with Company's business relationships

## **5. TERM AND TERMINATION**

1. **\*\*At-Will Employment\*\***. Employment is at-will and may be terminated by either party at any time, with or without cause.

2. **\*\*Severance\*\***. If Company terminates Employee without cause, Employee shall receive:

- (a) Three (3) months base salary continuation
- (b) COBRA coverage reimbursement for three (3) months
- (c) Pro-rated annual bonus based on actual performance

3. **\*\*Return of Property\*\***. Upon termination, Employee shall return all Company property, including:

- (a) Computers and devices
- (b) Access cards and keys
- (c) Documents and materials
- (d) Source code and technical documentation

## **6. GENERAL PROVISIONS**

1. **\*\*Governing Law\*\***. This Agreement shall be governed by Delaware law.

2. **\*\*Arbitration\*\***. Any disputes shall be resolved through binding arbitration in Delaware.

3. **\*\*Assignment\*\***. This Agreement may not be assigned by Employee but may be assigned by Company.

4. **\*\*Entire Agreement\*\***. This Agreement constitutes the entire agreement between the parties regarding employment.

5. **\*\*Amendments\*\***. This Agreement may only be modified in writing signed by both parties.

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

SUMMIT DIGITAL SOLUTIONS, INC.

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

EMPLOYEE

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**Name:** \_

**Date:** \_