

DATA INTEGRATION SERVICES AGREEMENT

THIS DATA INTEGRATION SERVICES AGREEMENT (the "Agreement") is made effective as of February 1, 2024 (the "Effective Date"), by and between:

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 2200 Innovation Way, Suite 400, Boston, Massachusetts 02210 ("Customer")

and

INFORMATICA LLC, a Delaware limited liability company with its principal place of business at 2100 Seaport Boulevard, Redwood City, California 94063 ("Informatica")

RECITALS

WHEREAS, Informatica provides enterprise data integration, management, and analytics software solutions;

WHEREAS, Customer desires to engage Informatica to provide certain data integration services in connection with Customer's Peak Performance Platform; and

WHEREAS, the parties desire to set forth the terms and conditions under which such services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Authorized Users" means Customer's employees and contractors who are authorized to access and use the Services.

2 "Customer Data" means all data, content, and information submitted by or on behalf of Customer to the Services.

3 "Documentation" means Informatica's then-current technical and functional documentation for the Services.

4 "Services" means the data integration services and related professional services described in Exhibit A.

5 "Service Level Agreement" or "SLA" means the service level terms set forth in Exhibit B.

2. SERVICES AND LICENSE GRANTS

1 ****Services****. Informatica shall provide the Services to Customer in accordance with this Agreement and the Documentation.

2 ****License to Customer****. Subject to the terms of this Agreement, Informatica grants Customer a non-exclusive, non-transferable license to access and use the Services during the Term.

3 ****License to Informatica****. Customer grants Informatica a non-exclusive license to process Customer Data as necessary to provide the Services.

3. FEES AND PAYMENT

1 ****Fees****. Customer shall pay the fees set forth in Exhibit C ("Fees"). All Fees are non-refundable except as expressly provided herein.

2 ****Payment Terms****. Fees will be invoiced annually in advance and are due within thirty (30) days of invoice date.

3 ****Taxes****. Fees exclude applicable taxes, which Customer shall pay except for taxes on Informatica's net income.

4. CUSTOMER RESPONSIBILITIES

1 ****Customer Data****. Customer is responsible for:

- (a) the accuracy and quality of Customer Data;
- (b) obtaining all rights and consents necessary to process Customer Data;
- (c) compliance with applicable laws regarding Customer Data.

2 ****Access Control****. Customer shall:

- (a) maintain the confidentiality of access credentials;
- (b) notify Informatica promptly of any unauthorized access;
- (c) use reasonable efforts to prevent unauthorized access.

5. CONFIDENTIALITY

1 ****Definition****. "Confidential Information" means non-public information disclosed by either party, including technical, business, and customer information.

2 ****Obligations****. Each party shall:

- (a) protect Confidential Information using reasonable care;
- (b) use Confidential Information only to perform this Agreement;
- (c) limit access to those with a need to know.

3 ****Exceptions****. Confidentiality obligations do not apply to information that:

- (a) becomes publicly available through no fault of recipient;
- (b) was rightfully known prior to disclosure;
- (c) is independently developed without use of Confidential Information.

6. INTELLECTUAL PROPERTY

1 ****Ownership****. Informatica retains all rights in the Services, including modifications and improvements.

2 ****Customer Data****. Customer retains all rights in Customer Data.

3 ****Feedback****. Informatica may freely use feedback provided by Customer regarding the Services.

7. WARRANTIES AND DISCLAIMERS

1 ****Service Warranty****. Informatica warrants that the Services will perform materially in accordance with the Documentation.

2 ****Disclaimer****. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

8. LIMITATION OF LIABILITY

1 ****Limitation****. NEITHER PARTY'S LIABILITY SHALL EXCEED THE FEES PAID OR PAYABLE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

2 ****Exclusions****. The above limitation shall not apply to:

- (a) breach of confidentiality obligations;
- (b) intellectual property infringement;

(c) gross negligence or willful misconduct.

9. TERM AND TERMINATION

1 **Term**. This Agreement commences on the Effective Date and continues for three (3) years ("Initial Term"), with automatic one-year renewals unless terminated.

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

- (a) for material breach upon 30 days' written notice;
- (b) immediately if the other party becomes insolvent.

3 **Effect**. Upon termination:

- (a) all licenses terminate;
- (b) Customer shall pay outstanding Fees;
- (c) each party shall return Confidential Information.

10. GENERAL PROVISIONS

1 **Assignment**. Neither party may assign this Agreement without prior written consent, except to an affiliate or successor.

2 **Force Majeure**. Neither party is liable for delays due to causes beyond reasonable control.

3 **Governing Law**. This Agreement is governed by Delaware law without regard to conflicts principles.

4 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties regarding its subject matter.

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:

INFORMATICA LLC

By:

Name:

Title:

Date:

[Exhibits A, B, and C to follow]