

CISCO ENTERPRISE NETWORKING AGREEMENT

THIS ENTERPRISE NETWORKING AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between Cisco Systems, Inc., a California corporation with its principal place of business at 170 West Tasman Drive, San Jose, California 95134 ("Cisco"), and Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 100 Innovation Drive, Boston, Massachusetts 02110 ("Partner").

1. DEFINITIONS

- 1 "Cisco Products" means the Cisco hardware, software, and services specified in Exhibit A.
- 2 "Confidential Information" means any proprietary information disclosed by either party to the other party under this Agreement.
- 3 "Enterprise Customer" means any end-user customer of Partner purchasing Cisco Products through Partner.
- 4 "Peak Performance Platform" means Partner's proprietary digital transformation platform.
- 5 "Territory" means the United States and Canada.

2. APPOINTMENT AND AUTHORIZATION

- 1 Cisco hereby appoints Partner as an authorized enterprise networking solutions provider for the Territory.
- 2 Partner is authorized to:
 - (a) Market and resell Cisco Products to Enterprise Customers
 - (b) Integrate Cisco Products with Partner's Peak Performance Platform
 - (c) Provide implementation and support services for Cisco Products

3. PARTNER OBLIGATIONS

1 Certification Requirements

Partner shall maintain the following certifications:

- (a) Cisco Enterprise Networking Specialist
- (b) Advanced Enterprise Networks Architecture Specialization

(c) Customer Experience Specialization

2 Technical Capabilities

Partner shall maintain sufficient technical staff with current Cisco certifications to support Enterprise Customer implementations.

3 Sales Targets

Partner commits to achieving minimum annual sales targets as specified in Exhibit B.

4. CISCO OBLIGATIONS

1 Product Access

Cisco shall provide Partner with access to:

- (a) Current Cisco Product portfolio
- (b) Technical documentation and APIs
- (c) Partner portal and support resources

2 Technical Support

Cisco shall provide Partner with:

- (a) 24/7 technical support
- (b) Advanced replacement services
- (c) Engineering escalation paths

5. FINANCIAL TERMS

1 Pricing

Partner shall receive pricing according to the Partner Program Level achieved, as detailed in Exhibit C.

2 Payment Terms

- (a) Net 30 payment terms
- (b) USD currency
- (c) Electronic funds transfer

3 Program Benefits

Partner shall be eligible for:

- (a) Volume incentives
- (b) Deal registration benefits
- (c) Marketing development funds

6. INTELLECTUAL PROPERTY

1 License Grants

Cisco grants Partner a non-exclusive license to:

- (a) Use Cisco trademarks in accordance with guidelines
- (b) Access and utilize Cisco APIs
- (c) Integrate Cisco Products with Peak Performance Platform

2 Restrictions

Partner shall not:

- (a) Modify Cisco Products
- (b) Reverse engineer Cisco software
- (c) Remove or alter Cisco marks

7. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same degree of care used to protect its own confidential information, but no less than reasonable care.

2 Confidentiality obligations shall survive for 5 years following termination.

8. TERM AND TERMINATION

1 Term

Initial term of two (2) years from the Effective Date, with automatic one-year renewals.

2 Termination

Either party may terminate:

- (a) For convenience with 90 days' notice
- (b) For cause with 30 days' notice and opportunity to cure
- (c) Immediately upon material breach

9. LIMITATION OF LIABILITY

1 EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 Total liability shall not exceed fees paid in the 12 months preceding the claim.

10. GENERAL PROVISIONS

1 Governing Law

This Agreement shall be governed by California law.

2 Dispute Resolution

Disputes shall be resolved through binding arbitration in San Jose, California.

3 Assignment

Neither party may assign without prior written consent.

4 Notices

All notices shall be in writing and sent to the addresses specified above.

5 Force Majeure

Neither party shall be liable for delays due to causes beyond reasonable control.

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

CISCO SYSTEMS, INC.

By: _

Name: _

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

[Exhibits A, B, and C to be attached]