

PEAK PERFORMANCE MOBILE SDK LICENSE AGREEMENT

THIS PEAK PERFORMANCE MOBILE SDK LICENSE AGREEMENT (the "Agreement") is made and entered into as of [DATE] (the "Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at [ADDRESS] ("Licensor"), and the entity accepting the terms and conditions of this Agreement ("Licensee").

1. DEFINITIONS

1 "Documentation" means the technical specifications, user manuals, and implementation guides provided by Licensor for the SDK.

2 "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

3 "Licensed Applications" means software applications developed by Licensee that incorporate or use the SDK.

4 "SDK" means the Peak Performance Mobile Software Development Kit, including all associated software libraries, APIs, sample code, tools, and Documentation.

2. LICENSE GRANT AND RESTRICTIONS

1 License Grant. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-transferable, non-sublicensable license to:

- (a) Use the SDK to develop, test, and support Licensed Applications;
- (b) Distribute the SDK as integrated within Licensed Applications; and
- (c) Use the Documentation in support of Licensee's authorized use of the SDK.

2 Restrictions. Licensee shall not:

- (a) Modify, translate, or create derivative works of the SDK;
- (b) Reverse engineer, decompile, or disassemble the SDK;
- (c) Remove or alter any proprietary notices in the SDK;
- (d) Use the SDK to create software that competes with Licensor's products;
- (e) Distribute the SDK on a standalone basis.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

1 Ownership. Licensor retains all right, title, and interest in the SDK, including all Intellectual Property Rights therein.

2 Feedback. Any feedback, suggestions, or improvements provided by Licensee regarding the SDK shall be owned by Licensor.

3 Licensed Applications. Licensee retains ownership of Licensed Applications, excluding the SDK components.

4. SUPPORT AND UPDATES

1 Support. Licensor shall provide standard technical support for the current version of the SDK through its developer portal.

2 Updates. Licensor may provide updates or modifications to the SDK at its discretion. Licensee shall implement critical security updates within 90 days of release.

5. CONFIDENTIALITY

1 Confidential Information. The SDK and Documentation constitute Confidential Information of Licensor.

2 Protection. Licensee shall protect Confidential Information using the same degree of care used to protect its own confidential information, but no less than reasonable care.

6. WARRANTIES AND DISCLAIMERS

1 Limited Warranty. Licensor warrants that the SDK will materially conform to the Documentation for 90 days following the Effective Date.

2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, THE SDK IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7. LIMITATION OF LIABILITY

1 Limitation. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED \$10,000.

2 Exclusions. Neither party shall be liable for indirect, incidental, special, or consequential damages.

8. TERM AND TERMINATION

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

2 Termination. Either party may terminate this Agreement upon 30 days written notice. Licensor may terminate immediately upon Licensee's breach.

3 Effect of Termination. Upon termination:

- (a) All licenses granted herein shall terminate;
- (b) Licensee shall cease using the SDK;
- (c) Licensee shall destroy all copies of the SDK.

9. GENERAL PROVISIONS

1 Assignment. Licensee may not assign this Agreement without Licensor's prior written consent.

2 Governing Law. This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

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

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:

LICENSEE

By: _

Name: _

Title:

Date: