

NETWORK SERVICES AGREEMENT

THIS NETWORK SERVICES AGREEMENT (the "Agreement") is made and entered into 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

CISCO SYSTEMS, INC., a California corporation with its principal place of business at 170 West Tasman Drive, San Jose, California 95134 ("Cisco").

1. DEFINITIONS

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

2 "Network Services" means the Cisco enterprise networking services, including but not limited to SD-WAN, network security, cloud networking, and related professional services as specified in Exhibit A.

3 "Service Level Agreement" or "SLA" means the service levels and performance standards for the Network Services as set forth in Exhibit B.

4 "System" means Customer's network infrastructure, including hardware, software, and connectivity components.

2. SERVICES AND IMPLEMENTATION

1 ****Services Provided.**** Cisco shall provide the Network Services described in Exhibit A to Customer and its Authorized Users in accordance with the terms and conditions of this Agreement.

2 ****Implementation Schedule.**** Cisco shall implement the Network Services according to the timeline specified in Exhibit C, with an estimated completion date of May 1, 2024.

3 ****Customer Requirements.**** Customer shall:

- (a) Provide necessary access to facilities and systems
- (b) Designate a project manager as primary contact
- (c) Ensure network infrastructure meets minimum requirements

(d) Complete prerequisite tasks as outlined in Exhibit D

3. FEES AND PAYMENT

1 ****Service Fees.**** Customer shall pay Cisco the fees set forth in Exhibit E, which shall be invoiced according to the following schedule:

- (a) 40% upon Agreement execution
- (b) 30% upon completion of Phase 1 implementation
- (c) 30% upon final deployment

2 ****Payment Terms.**** All invoices are due within thirty (30) days of receipt. Late payments shall bear interest at 1.5% per month.

4. SERVICE LEVELS AND SUPPORT

1 ****Performance Standards.**** Cisco shall provide the Network Services in accordance with the SLA specified in Exhibit B.

2 ****Technical Support.**** Cisco shall provide 24/7 technical support through:

- (a) Dedicated support portal
- (b) Phone support for Priority 1 issues
- (c) Email support for routine matters

3 ****Response Times.**** Cisco shall respond to support requests according to the following priorities:

- Priority 1 (Critical): 30 minutes
- Priority 2 (High): 2 hours
- Priority 3 (Medium): 4 hours
- Priority 4 (Low): 8 hours

5. SECURITY AND COMPLIANCE

1 ****Data Security.**** Cisco shall maintain appropriate administrative, physical, and technical safeguards for protection of Customer data.

2 ****Compliance.**** Cisco shall comply with:

- (a) ISO 27001 standards
- (b) SOC 2 Type II requirements

(c) Customer's security policies as specified in Exhibit F

3 **Audit Rights.** Customer may conduct annual security audits upon thirty (30) days' notice.

6. TERM AND TERMINATION

1 **Term.** This Agreement shall commence on the Effective Date and continue for thirty-six (36) months.

2 **Termination for Cause.** Either party may terminate this Agreement upon thirty (30) days' written notice for material breach.

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

- (a) Cisco shall assist in orderly transition of services
- (b) Customer shall pay all outstanding fees
- (c) Each party shall return confidential information

7. LIMITATION OF LIABILITY

1 **Limitation.** Cisco's aggregate liability shall not exceed fees paid in preceding twelve (12) months.

2 **Exclusions.** Limitation shall not apply to:

- (a) Gross negligence or willful misconduct
- (b) Breach of confidentiality obligations
- (c) Intellectual property infringement

8. GENERAL PROVISIONS

1 **Assignment.** Neither party may assign this Agreement without prior written consent.

2 **Force Majeure.** Neither party shall be liable for delays due to circumstances beyond reasonable control.

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

4 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties.

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:

CISCO SYSTEMS, INC.

By:

Name:

Title:

Date:

[Note: Exhibits A-F to be attached]