

# **VOTING AGREEMENT**

THIS VOTING AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024, by and among Summit Digital Solutions, Inc., a Delaware corporation (the "Company"), and the stockholders listed on Schedule A hereto (each a "Stockholder" and collectively, the "Stockholders").

## **RECITALS**

WHEREAS, each Stockholder is the beneficial owner of shares of capital stock of the Company ("Shares") as set forth on Schedule A;

WHEREAS, the Company and the Stockholders believe it is in their best interests to provide for the future voting of their Shares with respect to certain matters as set forth below;

NOW, THEREFORE, the parties agree as follows:

## **1. VOTING PROVISIONS**

### **1.1 Board Size**

Each Stockholder agrees to vote all Shares in such manner as may be necessary to maintain the size of the Company's Board of Directors (the "Board") at seven (7) directors.

### **1.2 Election of Directors**

Each Stockholder agrees to vote all Shares:

- (a) to elect two (2) directors designated by Elevation Partners LP;
- (b) to elect two (2) directors designated by Digital Ventures Fund II;
- (c) to elect one (1) director who shall be the then-serving Chief Executive Officer;
- (d) to elect one (1) independent director mutually agreed upon by the Board; and
- (e) to elect one (1) industry expert director nominated by the Board.

### **1.3 Removal of Directors**

Any director elected pursuant to Section 1.2 may be removed from the Board only with the written consent of the party or parties entitled to designate such director.

## **2. DRAG-ALONG RIGHTS**

### **2.1 Definitions**

"Change of Control Transaction" means (i) a merger or consolidation in which the Company is a constituent party, or (ii) the sale, lease, transfer, or other disposition of substantially all of the Company's assets.

## **2.2 Requirements**

If stockholders holding at least 75% of the Company's outstanding voting securities (the "Selling Holders") approve a Change of Control Transaction, each Stockholder hereby agrees to:

- (a) vote all Shares in favor of such transaction;
- (b) sell or exchange all Shares under identical terms and conditions; and
- (c) execute all necessary documentation to effectuate such transaction.

## **3. TRANSFER RESTRICTIONS**

### **3.1 Restricted Transfers**

No Stockholder shall transfer any Shares except in compliance with this Agreement and applicable securities laws.

### **3.2 Right of First Refusal**

Before any Shares held by any Stockholder may be sold, such Stockholder must first offer such Shares to the Company pursuant to the terms of the Company's Right of First Refusal and Co-Sale Agreement dated March 15, 2016.

## **4. TERM**

### **4.1 Termination Events**

This Agreement shall terminate upon the earliest to occur of:

- (a) the closing of a Qualified IPO (as defined in the Company's Certificate of Incorporation);
- (b) the consummation of a Change of Control Transaction; or
- (c) the written agreement of Stockholders holding at least 75% of the Shares.

## **5. MISCELLANEOUS**

### **5.1 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

## **5.2 Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of laws principles.

## **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

## **5.4 Amendment and Waiver**

Any provision of this Agreement may be amended or waived only with the written consent of the Company and Stockholders holding at least 75% of the Shares.

## **5.5 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **5.6 Entire Agreement**

This Agreement constitutes the full and entire understanding among the parties regarding the subject matter hereof and supersedes all prior agreements.

## **5.7 Specific Performance**

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms, and the parties shall be entitled to specific performance of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first above written.

SUMMIT DIGITAL SOLUTIONS, INC.

**By:** \_

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

STOCKHOLDERS:

ELEVATION PARTNERS LP

**By:** \_

Name: David Thompson

Title: Managing Partner

DIGITAL VENTURES FUND II

**By:** \_

Name: Sarah Chen

Title: General Partner

[Schedule A to be attached listing Stockholders and Share ownership]