ORACLE DATABASE LICENSE AGREEMENT

THIS ORACLE DATABASE LICENSE AGREEMENT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between Oracle Corporation, a Delaware corporation with offices at 2300 Oracle Way, Austin, TX 78741 ("Oracle") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 100 Innovation Drive, Boston, MA 02110 ("Licensee").

1. DEFINITIONS

1 "Database Products" means Oracle's proprietary database software products, including Oracle Database Enterprise Edition and related components, specified in Exhibit A.

2 "Documentation" means the user manuals, technical specifications, and other materials provided by Oracle describing the use of the Database Products.

3 "Licensed Users" means Licensee's employees and contractors authorized to use the Database Products.

4 "Peak Performance Platform" means Licensee's proprietary software platform that integrates with the Database Products.

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Oracle grants to Licensee a non-exclusive, non-transferable license to:

(a) Install and use the Database Products for internal business operations;

(b) Allow Licensed Users to access and use the Database Products;

(c) Integrate the Database Products with the Peak Performance Platform;

(d) Make copies for backup and archival purposes.

2 The license granted herein is limited to the number of processor cores specified in Exhibit A.

3. RESTRICTIONS

1 Licensee shall not:

(a) Sublicense, distribute, or provide access to the Database Products to third parties;

(b) Modify, create derivative works, or reverse engineer the Database Products;

(c) Remove proprietary notices or labels from the Database Products;

(d) Use the Database Products to provide services to third parties without Oracle's written consent.

4. FEES AND PAYMENT

1 License Fees. Licensee shall pay Oracle the license fees specified in Exhibit A within 30 days of the Effective Date.

2 Support Fees. Annual support fees equal to 22% of the license fees shall be paid in advance.

3 Taxes. All fees exclude applicable taxes, which shall be paid by Licensee.

5. SUPPORT AND MAINTENANCE

1 Oracle shall provide support services according to its Enterprise Support Policy, including:

(a) 24/7 technical support

(b) Software updates and patches

(c) Access to Oracle Support Portal

(d) Named support contacts

2 Support services shall be provided for the term specified in Exhibit A.

6. INTELLECTUAL PROPERTY

1 Oracle retains all right, title, and interest in the Database Products, including all intellectual property rights.

2 Licensee retains all rights to the Peak Performance Platform and any developments not derived from the Database Products.

7. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care used to protect its own confidential information.

2 Confidential information shall not include information that:

(a) Is or becomes publicly available

(b) Was known prior to disclosure

(c) Is independently developed

(d) Is disclosed with written consent

8. WARRANTIES AND DISCLAIMERS

1 Oracle warrants that the Database Products will perform substantially in accordance with the Documentation for 90 days following delivery.

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE DATABASE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

9. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 ORACLE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT.

10. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for the term specified in Exhibit A.

2 Either party may terminate this Agreement upon material breach by the other party if not cured within 30 days.

3 Upon termination, Licensee shall cease use of the Database Products and certify destruction of all copies.

11. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

2 Any disputes shall be resolved in the state or federal courts located in Delaware.

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

hereof.

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

ORACLE CORPORATION

By: _

Name: _

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

EXHIBIT A

Database Products: Oracle Database Enterprise Edition 19c

Processor Cores: 64

License Fees: $960,000

Support Term: 36 months

Territory: United States and Canada