

# **SOFTWARE DEVELOPMENT KIT (SDK) LICENSE TERMS**

**Summit Digital Solutions, Inc.**

*Effective Date: January 1, 2024*

## **1. DEFINITIONS**

1. "SDK" means the Summit Digital Solutions Peak Performance Platform Software Development Kit, including all associated software code, tools, documentation, sample code, and related materials made available by Summit Digital Solutions, Inc. ("Licensor").
2. "Licensed Application" means any software application or product developed by Licensee that incorporates or uses the SDK.
3. "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

## **2. LICENSE GRANT**

1. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, revocable license to:
  - a) Install and use the SDK to develop Licensed Applications;
  - b) Incorporate portions of the SDK into Licensed Applications;
  - c) Distribute Licensed Applications to end users.
2. This license specifically excludes the right to:
  - 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 within the SDK;
  - d) Use the SDK to create competing products or services.

## **3. INTELLECTUAL PROPERTY OWNERSHIP**

1. The SDK, including all Intellectual Property Rights therein, is and shall remain the exclusive property of Licensor.
2. Licensee shall retain ownership of Licensed Applications, excluding any SDK components

contained therein.

#### **4. TECHNICAL REQUIREMENTS**

1. Licensed Applications must:

- a) Implement SDK security protocols as specified in documentation;
- b) Maintain compatibility with Peak Performance Platform v4.0 or higher;
- c) Pass Licensor's certification requirements prior to distribution.

2. Licensee shall ensure Licensed Applications:

- a) Do not disable or interfere with SDK security features;
- b) Maintain data encryption standards specified by Licensor;
- c) Implement proper error handling and logging.

#### **5. SUPPORT AND UPDATES**

1. Licensor shall provide:

- a) SDK documentation and technical specifications;
- b) Access to developer support portal;
- c) Security patches and critical updates.

2. Premium support services are available under separate agreement.

#### **6. CONFIDENTIALITY**

1. Licensee shall protect confidential information relating to the SDK, including:

- a) Source code and algorithms;
- b) Authentication protocols;
- c) Unpublished documentation;
- d) Performance metrics and benchmarks.

#### **7. TERM AND TERMINATION**

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

2. Licensor may terminate this Agreement:

- a) Immediately upon breach of Sections 2, 3, or 6;
  - b) With 30 days' notice for any other breach;
  - c) With 90 days' notice for convenience.
3. Upon termination:
- a) All SDK licenses terminate immediately;
  - b) Licensee must cease distribution of Licensed Applications;
  - c) Licensee must destroy all copies of the SDK.

## **8. WARRANTIES AND DISCLAIMERS**

- 1. Licensors warrants the SDK will materially conform to documentation for 90 days.
- 2. THE SDK IS OTHERWISE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **9. LIMITATION OF LIABILITY**

- 1. LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN PRECEDING 12 MONTHS.
- 2. LICENSOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

## **10. GENERAL PROVISIONS**

- 1. This Agreement is governed by Delaware law.
- 2. Disputes shall be resolved in Delaware courts.
- 3. This Agreement constitutes the entire agreement regarding the SDK.

## **11. EXECUTION**

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

SUMMIT DIGITAL SOLUTIONS, INC.

**By:**

Name: James Henderson

Title: Chief Digital Officer

**Date:**

LICENSEE:

**By:**

**Name:**

**Title:**

**Date:**