

TECHNOLOGY ERRORS & OMISSIONS INSURANCE POLICY

Policy Number: TEO-2023-8472-SDS

Policy Period: January 1, 2023 to January 1, 2024

Named Insured: Summit Digital Solutions, Inc.

Principal Address: 1700 Technology Drive, Suite 400, Wilmington, DE 19801

I. DECLARATIONS

A. Insurance Provider: TechRisk Insurance Company

B. Policy Limits:

- Per Claim: \$10,000,000

- Aggregate: \$20,000,000

C. Retention: \$100,000 per claim

D. Premium: \$475,000 annual premium

E. Retroactive Date: March 15, 2016

II. INSURING AGREEMENTS

A. Technology Services Coverage

The Insurer shall pay on behalf of the Insured all sums which the Insured becomes legally obligated to pay as Damages resulting from any Claim first made against the Insured during the Policy Period for any Technology Wrongful Act in the performance of or failure to perform Technology Professional Services.

B. Technology Products Coverage

The Insurer shall pay on behalf of the Insured all sums which the Insured becomes legally obligated to pay as Damages resulting from any Claim first made against the Insured during the Policy Period for any Technology Products Wrongful Act.

III. DEFINITIONS

A. "Technology Professional Services" means:

Digital transformation consulting services

AI/ML implementation services

IoT systems integration

Process automation design and implementation

Peak Performance Platform implementation and support

Technology-enabled operational optimization services

B. "Technology Products" means:

Peak Performance Platform

Associated software applications

IoT integration systems

Custom-developed digital solutions

Related documentation and training materials

C. "Technology Wrongful Act" means:

Any actual or alleged negligent act, error, or omission

Unintentional breach of contract

Misrepresentation or failure to disclose

Violation of intellectual property rights (excluding patents)

IV. EXCLUSIONS

This Policy does not apply to Claims:

Based upon or arising out of any dishonest, fraudulent, criminal, or malicious act

For bodily injury or property damage

Based upon or arising from patent infringement

Arising from war, terrorism, or force majeure events

Related to cryptocurrency, blockchain, or digital assets

Based upon or arising from regulatory fines or penalties

V. CONDITIONS

A. Notice of Claim

The Insured shall provide written notice to the Insurer of any Claim as soon as practicable but in no event later than sixty (60) days after the end of the Policy Period.

B. Defense and Settlement

The Insurer shall have the right and duty to defend any covered Claim

The Insured shall not admit liability or settle any Claim without the Insurer's prior written consent

The Insurer shall not settle any Claim without the Insured's consent

C. Territory

This Policy applies to Claims made and Wrongful Acts occurring worldwide, except for Claims made in sanctioned countries.

VI. ENDORSEMENTS

****Cyber Security Enhancement Endorsement****

- Additional coverage for cyber security incidents
- Sub-limit: \$5,000,000
- Additional Premium: Included

****AI/ML Services Extension****

- Specific coverage for artificial intelligence and machine learning services
- Sub-limit: \$7,500,000
- Additional Premium: Included

VII. SIGNATURES

IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed and attested.

For TechRisk Insurance Company:

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Jonathan P. Williams

Senior Vice President, Technology Practice

Date: December 15, 2022

For Summit Digital Solutions, Inc.:

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Sarah Blackwell

Chief Operating Officer

Date: December 15, 2022

VIII. NOTICES

All notices under this Policy shall be delivered to:

TechRisk Insurance Company

Attn: Claims Department

555 Insurance Plaza, Suite 1000

Hartford, CT 06103

Email: claims@techrisk.com