

CYBERSECURITY SERVICES AGREEMENT

THIS CYBERSECURITY SERVICES AGREEMENT (the "Agreement") is made effective 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 100 Innovation Drive, Suite 500, Boston, Massachusetts 02110 ("Client")

and

PALO ALTO NETWORKS, INC., a Delaware corporation with its principal place of business at 3000 Tannery Way, Santa Clara, California 95054 ("Provider")

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to trade secrets, technical data, product plans, customer information, and business strategies.

2 "Services" means the cybersecurity services provided by Provider as detailed in Exhibit A, including but not limited to threat detection, prevention, and response services.

3 "System" means Client's network infrastructure, including all hardware, software, and data centers accessed or protected by Provider's services.

2. SERVICES AND IMPLEMENTATION

1 ****Scope of Services.**** Provider shall provide the cybersecurity services described in Exhibit A, including:

- (a) Next-generation firewall implementation and management
- (b) Cloud security and access management
- (c) Endpoint protection and response
- (d) Threat intelligence and analytics
- (e) Security operations center (SOC) support

2 ****Service Levels.**** Provider shall maintain the service levels specified in Exhibit B, including:

- (a) 99.99% uptime for critical security services

- (b) 15-minute response time for critical security incidents
- (c) 24/7/365 monitoring and support
- (d) Monthly security assessment reports

3. FEES AND PAYMENT

1 ****Service Fees.**** Client shall pay Provider the fees set forth in Exhibit C, including:

- (a) Annual subscription fees of \$750,000
- (b) Implementation fees of \$150,000
- (c) Additional services as requested at rates specified in Exhibit C

2 ****Payment Terms.**** All fees are payable within thirty (30) days of invoice date. Late payments shall bear interest at 1.5% per month.

4. TERM AND TERMINATION

1 ****Term.**** This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years, with automatic one-year renewals unless terminated.

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

5. SECURITY AND COMPLIANCE

1 ****Security Standards.**** Provider shall maintain ISO 27001, SOC 2 Type II, and FedRAMP certifications throughout the term.

2 ****Compliance Requirements.**** Provider shall comply with:

- (a) GDPR, CCPA, and applicable data privacy laws
- (b) Industry security standards and best practices
- (c) Client's security policies provided in writing

6. DATA PROTECTION AND PRIVACY

1 ****Data Processing.**** Provider shall:

- (a) Process Client data only as necessary to provide Services
- (b) Implement appropriate technical and organizational measures

(c) Notify Client of any data breach within 24 hours

2 ****Data Location.**** All Client data shall be stored and processed within the United States unless otherwise agreed in writing.

7. INTELLECTUAL PROPERTY

1 ****Ownership.**** Each party retains all rights to its pre-existing intellectual property. Provider grants Client a limited license to use Provider's software and tools during the term.

2 ****Restrictions.**** Client shall not:

(a) Modify or create derivative works of Provider's software

(b) Reverse engineer Provider's systems

(c) Remove or alter any proprietary notices

8. LIMITATION OF LIABILITY

1 ****Liability Cap.**** Provider's aggregate liability shall not exceed fees paid in the twelve months preceding the claim.

2 ****Exclusions.**** Neither party shall be liable for indirect, consequential, or punitive damages.

9. CONFIDENTIALITY

1 ****Protection.**** Each party shall protect Confidential Information with the same degree of care used to protect its own confidential information, but no less than reasonable care.

2 ****Exceptions.**** Confidentiality obligations do not apply to information that:

(a) Is or becomes publicly available

(b) Was known prior to disclosure

(c) Is independently developed

(d) Is required to be disclosed by law

10. GENERAL PROVISIONS

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

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

3 ****Entire Agreement.**** This Agreement constitutes the entire agreement 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:

PALO ALTO NETWORKS, INC.

By:

Name:

Title:

Date:

[Exhibits A, B, and C to be attached]