

RETENTION BONUS AGREEMENT - CLOUD ENGINEERING TEAM

THIS RETENTION BONUS AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 1200 Innovation Drive, Suite 400, Boston, Massachusetts 02110 (the "Company"), and each employee who executes this Agreement as set forth on the signature pages hereto (each, a "Participant").

1. RECITALS

WHEREAS, the Company considers it essential to its best interests and the best interests of its stockholders to foster the continuous employment of key personnel in its Cloud Engineering Team;

WHEREAS, the Company recognizes that the uncertainty and questions which may arise among employees in the context of the Company's strategic growth initiatives could result in the departure or distraction of key personnel to the detriment of the Company;

WHEREAS, the Company desires to provide incentives to retain the services of the Participants, who are critical to the Company's Peak Performance Platform and cloud infrastructure operations; and

WHEREAS, the Company has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of the Participants to their assigned duties.

2. AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and each Participant hereby agree as follows:

2.1 Retention Bonus Amount and Eligibility

(a) Each Participant who (i) remains continuously employed by the Company through December 31, 2024 (the "Retention Date") and (ii) maintains satisfactory performance as determined by the Company in its sole discretion, shall be eligible to receive a retention bonus (the "Retention Bonus") in the amount specified in their individual Participation Schedule attached hereto.

(b) The Retention Bonus shall be in addition to, and not in lieu of, any annual performance bonus or other compensation to which the Participant may be entitled under any other plan, program, or agreement.

2.2 Payment Terms

- (a) The Retention Bonus shall be paid in two installments:
 - (i) 40% of the Retention Bonus shall be paid on July 1, 2024 (the "First Payment Date")
 - (ii) 60% of the Retention Bonus shall be paid on January 15, 2025 (the "Second Payment Date")
- (b) All payments shall be subject to applicable withholding and deductions required by law or authorized by the Participant.

2.3 Termination of Employment

- (a) If a Participant's employment terminates prior to the Retention Date for any reason other than a Qualifying Termination (as defined below), the Participant shall forfeit any unpaid portion of the Retention Bonus.
- (b) "Qualifying Termination" means termination of the Participant's employment:
 - (i) By the Company without Cause (as defined below)
 - (ii) Due to the Participant's death or Disability
 - (iii) By the Participant for Good Reason (as defined below)

2.4 Definitions

- (a) "Cause" means:
 - (i) Willful misconduct or gross negligence in the performance of duties
 - (ii) Conviction of, or plea of guilty or nolo contendere to, a felony
 - (iii) Material breach of any written agreement with the Company
 - (iv) Unauthorized disclosure of confidential information
 - (v) Failure to comply with Company policies or directives
- (b) "Good Reason" means:
 - (i) Material reduction in base salary or target bonus opportunity
 - (ii) Material diminution in title, duties, or responsibilities
 - (iii) Relocation of primary workplace by more than 50 miles
 - (iv) Material breach by the Company of any written agreement

2.5 Repayment Provisions

(a) If a Participant voluntarily terminates employment without Good Reason or is terminated by the Company for Cause within twelve (12) months following receipt of any portion of the Retention Bonus, the Participant shall repay to the Company the gross amount of such portion within 30 days of such termination.

2.6 Confidentiality

(a) The Participant shall keep the terms of this Agreement strictly confidential and shall not disclose such terms to any person other than the Participant's spouse, tax advisor, or legal counsel, or as required by law.

2.7 Section 409A Compliance

(a) This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or an exemption thereunder and shall be construed and administered in accordance with Section 409A.

2.8 Governing Law

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles.

2.9 Amendment and Termination

(a) This Agreement may be amended or terminated only by a written instrument executed by the Company and the affected Participant(s).

3. EXECUTION

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

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: Sarah Blackwell

Title: Chief Operating Officer

Date:

PARTICIPANT:

By:

Name:

Title:

Date:

EXHIBIT A

Participation Schedule

[Individual participant details to be attached]