TWILIO COMMUNICATIONS PLATFORM AGREEMENT

THIS COMMUNICATIONS PLATFORM AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between Twilio Inc., a Delaware corporation with offices at 375 Beale Street, Suite 300, San Francisco, CA 94105 ("Twilio") and Summit Digital Solutions, Inc., a Delaware corporation with offices at 2100 Technology Drive, Suite 400, Boston, MA 02110 ("Customer").

1. DEFINITIONS

1 "API" means Twilio's application programming interfaces and related documentation.

2 "Customer Application" means Customer's Peak Performance Platform and associated software applications that integrate with the Services.

3 "Services" means Twilio's cloud communications platform services, including programmable voice, messaging, and authentication capabilities.

4 "User" means any individual or entity accessing the Services through Customer's account.

2. LICENSE AND ACCESS RIGHTS

1 Subject to the terms of this Agreement, Twilio grants Customer a non-exclusive, non-transferable license to:

(a) Access and use the Services;

(b) Integrate the Services into Customer Applications;

(c) Use the API to develop, test, and support Customer Applications.

2 Customer shall not:

(a) Modify, reverse engineer, or create derivative works of the Services;

(b) Sell, resell, or sublicense the Services;

(c) Use the Services to transmit unlawful or harmful content.

3. SERVICE LEVELS AND SUPPORT

1 Twilio will provide the Services in accordance with the Service Level Agreement attached as Exhibit A.

2 Twilio will provide Premium Support services including:

(a) 24/7 emergency support

(b) 2-hour response time for critical issues

(c) Dedicated technical account manager

(d) Implementation consulting

4. FEES AND PAYMENT

1 Customer agrees to pay:

(a) Base platform fee of $25,000 per month

(b) Usage-based fees according to the rate card in Exhibit B

(c) Premium Support fees of $5,000 per month

2 Payment terms:

(a) Invoices issued monthly

(b) Payment due within 30 days

(c) Late payments subject to 1.5% monthly interest

5. DATA PROTECTION AND SECURITY

1 Twilio will maintain appropriate administrative, physical, and technical safeguards for protection of Customer data.

2 Customer shall:

(a) Comply with all applicable privacy laws

(b) Obtain necessary consents for data collection

(c) Implement appropriate security controls

3 Data Processing Addendum attached as Exhibit C shall govern all processing of personal data.

6. INTELLECTUAL PROPERTY

1 Twilio retains all rights to the Services, API, and related technology.

2 Customer retains all rights to Customer Applications and Customer data.

3 Neither party grants any licenses except as expressly stated in this Agreement.

7. CONFIDENTIALITY

1 Each party shall protect Confidential Information with the same degree of care used to protect its own confidential information, but not less than reasonable care.

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 received from a third party

8. TERM AND TERMINATION

1 Term: This Agreement commences on the Effective Date and continues for 36 months.

2 Termination:

(a) Either party may terminate for material breach upon 30 days' notice

(b) Customer may terminate for convenience upon 90 days' notice

3 Effect of Termination:

(a) Customer shall cease use of Services

(b) Customer shall pay all outstanding fees

(c) Each party shall return Confidential Information

9. REPRESENTATIONS AND WARRANTIES

1 Each party represents and warrants that:

(a) It has full power and authority to enter this Agreement

(b) Its performance will not violate any other agreement

(c) It will comply with all applicable laws

10. LIMITATION OF LIABILITY

1 EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN THE 12 MONTHS PRECEDING THE CLAIM.

11. GENERAL PROVISIONS

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

2 Governing Law: This Agreement is governed by Delaware law.

3 Dispute Resolution: All disputes shall be resolved in Delaware courts.

4 Entire Agreement: This Agreement constitutes the complete agreement between the parties.

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

TWILIO INC.

By: _

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: