OKTA IDENTITY MANAGEMENT AGREEMENT

THIS OKTA IDENTITY MANAGEMENT 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 offices at 2100 Innovation Drive, Suite 400, Boston, MA 02210 ("Company"), and Okta, Inc., a Delaware corporation ("Service Provider").

1. DEFINITIONS

1 "Authorized Users" means employees, contractors, and agents of Company who are authorized to access and use the Services.

2 "Documentation" means Service Provider's technical documentation and user guides relating to the Services.

3 "Services" means Service Provider's identity and access management platform, including single sign-on, multi-factor authentication, lifecycle management, and related services.

4 "Service Level Agreement" or "SLA" means the service levels specified in Exhibit A.

5 "Subscription Term" means the initial term specified in Section 8.1 and any renewal terms.

2. SERVICES AND LICENSE

1 **Service Access**. Service Provider shall provide Company with access to the Services during the Subscription Term in accordance with this Agreement and the Documentation.

2 **License Grant**. Subject to the terms of this Agreement, Service Provider grants Company a non-exclusive, non-transferable license to access and use the Services for Company's internal business purposes.

3 **Usage Limitations**. Company shall not: (a) sublicense, resell, or distribute the Services; (b) modify or create derivative works of the Services; or (c) reverse engineer or attempt to discover source code of the Services.

3. COMPANY OBLIGATIONS

1 **Account Security**. Company shall maintain the security of account credentials and prevent unauthorized access to the Services.

2 **Acceptable Use**. Company shall use the Services in compliance with applicable laws and Service Provider's acceptable use policy.

3 **User Management**. Company shall: (a) ensure Authorized Users comply with this Agreement; (b) promptly notify Service Provider of any unauthorized use; and (c) use commercially reasonable efforts to prevent unauthorized access.

4. FEES AND PAYMENT

1 **Fees**. Company shall pay Service Provider the fees specified in Order Form No. 2024-001 ("Order Form").

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

3 **Taxes**. Fees exclude taxes. Company shall pay applicable taxes except those based on Service Provider's net income.

5. CONFIDENTIALITY

1 **Definition**. "Confidential Information" means non-public information disclosed by either party relating to business, technology, or services.

2 **Protection**. Each party shall: (a) protect Confidential Information using reasonable care; (b) use Confidential Information only as permitted under this Agreement; and (c) return or destroy Confidential Information upon request.

3 **Exceptions**. Confidentiality obligations do not apply to information that: (a) becomes publicly available without breach; (b) was rightfully known prior to disclosure; or (c) is independently developed.

6. DATA SECURITY AND PRIVACY

1 **Security Measures**. Service Provider shall maintain industry-standard administrative, technical, and physical safeguards to protect Company data.

2 **Security Incidents**. Service Provider shall promptly notify Company of any confirmed unauthorized access to Company data.

3 **Compliance**. Service Provider shall process Company data in compliance with applicable data

protection laws.

7. WARRANTIES AND DISCLAIMERS

1 **Service Provider Warranties**. Service Provider warrants that: (a) Services will perform materially as described in Documentation; and (b) Services will be provided in a professional manner.

2 **Mutual Warranties**. Each party warrants it has authority to enter into and perform this Agreement.

3 **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

8. TERM AND TERMINATION

1 **Term**. This Agreement commences on the Effective Date and continues for thirty-six (36) months unless terminated earlier.

2 **Termination**. Either party may terminate this Agreement upon written notice for material breach not cured within thirty (30) days.

3 **Effect of Termination**. Upon termination: (a) Company shall cease using Services; (b) each party shall return Confidential Information; and (c) Company shall pay outstanding fees.

9. LIMITATION OF LIABILITY

1 **Exclusion**. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 **Cap**. EACH PARTY'S AGGREGATE LIABILITY SHALL NOT EXCEED FEES PAID OR PAYABLE IN TWELVE MONTHS PRECEDING THE CLAIM.

10. GENERAL PROVISIONS

1 **Assignment**. Neither party may assign this Agreement without prior written consent, except to an affiliate or successor.

2 **Force Majeure**. Neither party is liable for delays caused by events beyond reasonable control.

3 **Governing Law**. This Agreement is governed by Delaware law without regard to conflicts principles.

4 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.

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:

OKTA, INC.

By:

Name:

Title:

Date: