

WORKDAY INTEGRATION SERVICES AGREEMENT

THIS WORKDAY INTEGRATION SERVICES AGREEMENT (the "Agreement") is made effective as of [DATE] (the "Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at [ADDRESS] ("Provider"), and [CLIENT NAME], a [STATE] corporation with its principal place of business at [ADDRESS] ("Client").

1. DEFINITIONS

1 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to technical data, trade secrets, know-how, research, product plans, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

2 "Workday Platform" means the cloud-based enterprise management software platform developed and owned by Workday, Inc.

3 "Integration Services" means the services provided by Provider to implement, configure, and maintain integrations between Client's systems and the Workday Platform as specified in the applicable Statement of Work.

4 "Deliverables" means all work product, including software, configurations, customizations, and documentation created by Provider in the course of providing the Integration Services.

2. SERVICES

1 Provider shall provide the Integration Services as specified in one or more Statements of Work ("SOW") executed by both parties. Each SOW shall include:

- (a) Detailed description of services to be provided
- (b) Project timeline and milestones
- (c) Deliverables and acceptance criteria
- (d) Fees and payment schedule
- (e) Resource requirements and responsibilities
- (f) Any additional terms specific to the engagement

2 Provider shall perform the Integration Services in accordance with industry standards and best

practices, utilizing Provider's Peak Performance Platform(TM) methodology where applicable.

3. CLIENT RESPONSIBILITIES

1 Client shall:

- (a) Provide timely access to necessary systems, data, and personnel
- (b) Maintain valid Workday licenses and permissions
- (c) Review and approve Deliverables in accordance with agreed timelines
- (d) Provide accurate and complete information regarding business requirements
- (e) Designate a project manager to serve as primary point of contact

4. FEES AND PAYMENT

1 Client shall pay Provider the fees specified in each SOW according to the payment schedule therein.

2 All fees are exclusive of taxes, travel expenses, and other out-of-pocket costs, which shall be invoiced separately with supporting documentation.

3 Invoices are due within thirty (30) days of receipt. Late payments shall accrue interest at 1.5% per month or the maximum rate permitted by law.

5. INTELLECTUAL PROPERTY

1 Provider retains all rights, title, and interest in its pre-existing intellectual property, including the Peak Performance Platform(TM).

2 Upon full payment of fees, Provider grants Client a perpetual, non-exclusive license to use the Deliverables for Client's internal business purposes.

3 Client retains all rights to its pre-existing intellectual property and data provided to Provider.

6. CONFIDENTIALITY

1 Each party shall protect the other's Confidential Information with the same degree of care as it protects its own confidential information, but no less than reasonable care.

2 Confidential Information shall not include information that:

- (a) Is or becomes publicly available through no fault of the receiving party
- (b) Was known to the receiving party prior to disclosure
- (c) Is independently developed by the receiving party
- (d) Is required to be disclosed by law or governmental order

7. WARRANTIES AND DISCLAIMERS

1 Provider warrants that:

- (a) It has the right to provide the Integration Services
- (b) Services will be performed in a professional manner
- (c) Deliverables will substantially conform to specifications
- (d) It will comply with applicable laws and regulations

2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

2 PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING THE CLAIM.

9. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section.

2 Either party may terminate:

- (a) For convenience upon 60 days written notice
- (b) For material breach upon 30 days written notice if such breach remains uncured
- (c) Immediately upon bankruptcy or insolvency of the other party

10. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

2 Neither party may assign this Agreement without the prior written consent of the other party.

3 Any modifications to this Agreement must be in writing and signed by both parties.

4 If any provision is found to be unenforceable, the remaining provisions shall remain in effect.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name:

Title:

Date:

[CLIENT NAME]

By: _

Name:

Title:

Date: