

DIRECTOR INDEMNIFICATION AGREEMENT

THIS DIRECTOR INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of [DATE], by and between Summit Digital Solutions, Inc., a Delaware corporation (the "Company"), and [DIRECTOR NAME] ("Indemnitee").

RECITALS

WHEREAS, highly competent persons are becoming more reluctant to serve corporations as directors unless they are provided with adequate protection through insurance and indemnification against risks of claims and actions against them arising out of their service to the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals to serve as directors, it is reasonable, prudent, and necessary for the Company to obligate itself contractually to indemnify such persons to the fullest extent permitted by applicable law;

WHEREAS, the Company desires to have Indemnitee serve as a Director of the Company and Indemnitee is willing to serve on the condition that they be indemnified as provided herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. DEFINITIONS

1. "Corporate Status" means the status of a person who is or was a director of the Company or any subsidiary thereof.
2. "Proceeding" means any threatened, pending, or completed action, suit, arbitration, investigation, inquiry, administrative hearing, or any other actual, threatened, or completed proceeding, whether civil, criminal, administrative, or investigative.
3. "Expenses" means all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding.

2. INDEMNIFICATION

1. The Company shall indemnify Indemnitee if Indemnitee was or is a party or is threatened to be made a party to any Proceeding by reason of Indemnitee's Corporate Status against all Expenses, judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company.
2. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company.

3. ADVANCEMENT OF EXPENSES

1. The Company shall advance all reasonable Expenses incurred by Indemnitee in connection with any Proceeding within thirty (30) days after the receipt by the Company of a statement requesting such advances from time to time, whether prior to or after final disposition of any Proceeding.
2. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement.

4. PROCEDURE FOR NOTIFICATION AND DEFENSE OF CLAIM

1. Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof.
2. The Company will be entitled to participate in the Proceeding at its own expense, and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel reasonably satisfactory to Indemnitee.

5. INSURANCE

1. The Company shall maintain an insurance policy or policies providing liability insurance for directors, and Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director under such policy or

policies.

6. DURATION OF AGREEMENT

1. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a director of the Company or (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder.

7. SEVERABILITY

1. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever: (a) the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

8. GOVERNING LAW

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its conflict of laws rules.

9. COUNTERPARTS

1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name:

Title:

INDEMNITEE

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Name:

Address: