

MANAGEMENT RIGHTS LETTER

Date: January 9, 2024

To: Quantum Ventures Fund III, L.P.

Elevation Capital Partners II, LLC

Innovation Growth Fund, L.P.

(collectively, the "Series A Investors")

From: Summit Digital Solutions, Inc.

1200 Technology Drive, Suite 400

Wilmington, Delaware 19801

(the "Company")

This Management Rights Letter (this "Letter") is being delivered to you in connection with your purchase of shares of Series A Preferred Stock of the Company pursuant to that certain Series A Preferred Stock Purchase Agreement dated January 9, 2024 (the "Purchase Agreement").

1. MANAGEMENT RIGHTS

To induce you to purchase shares of Series A Preferred Stock and in consideration of your purchase thereof, the Company hereby agrees that for so long as you continue to hold at least fifty percent (50%) of the shares of Series A Preferred Stock originally purchased by you (or an equivalent amount of Common Stock issued upon conversion thereof), the Company shall:

1.1 Information Rights

- (a) Provide you with quarterly unaudited financial statements within forty-five (45) days of each fiscal quarter end;
- (b) Deliver annual audited financial statements within ninety (90) days of fiscal year end;
- (c) Furnish monthly management reports including key performance indicators, operational metrics, and progress against strategic initiatives within twenty (20) days of month end.

1.2 Board Observer Rights

- (a) Permit one (1) representative designated by you to attend all meetings of the Company's Board of

Directors in a nonvoting observer capacity;

(b) Provide such representative with copies of all notices, minutes, consents, and other materials provided to directors;

(c) Reimburse reasonable out-of-pocket expenses incurred in attending such meetings.

1.3 Consultation Rights

(a) Consult with you prior to:

(i) Hiring or terminating any C-level executive;

(ii) Making material changes to the Company's business model;

(iii) Entering into material strategic partnerships or joint ventures;

(iv) Initiating or settling material litigation.

1.4 Inspection Rights

(a) Permit you to visit and inspect the Company's properties, examine its books of account and records, and discuss the Company's affairs with its officers during normal business hours with reasonable advance notice.

2. CONFIDENTIALITY

2.1 Confidential Information

You agree that any information obtained pursuant to this Letter shall be treated as confidential information and shall not be disclosed to any third party without the Company's prior written consent, except:

(a) To your officers, partners, employees, and authorized representatives;

(b) As may be required by law, regulation, or legal process;

(c) To your attorneys, accountants, consultants, and other professionals.

3. TERMINATION

3.1 Automatic Termination

This Letter shall terminate automatically upon the earlier of:

- (a) The closing of the Company's first firm commitment underwritten public offering;
- (b) The closing of a Deemed Liquidation Event as defined in the Company's Certificate of Incorporation;
- (c) Your ceasing to hold the minimum number of shares specified in Section 1.

4. MISCELLANEOUS

4.1 Assignment

Neither this Letter nor any rights hereunder may be assigned without the prior written consent of the Company.

4.2 Governing Law

This Letter shall be governed by and construed under the laws of the State of Delaware.

4.3 Entire Agreement

This Letter constitutes the entire agreement between the parties with respect to the subject matter hereof.

4.4 Amendment

This Letter may be amended only by written instrument signed by the Company and you.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

QUANTUM VENTURES FUND III, L.P.

By: Quantum Ventures GP III, LLC, its General Partner

By: _

Name:

Title:

ELEVATION CAPITAL PARTNERS II, LLC

By: _

Name:

Title:

INNOVATION GROWTH FUND, L.P.

By: Innovation Growth Management, LLC, its General Partner

By: _

Name:

Title: