PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between:

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 1200 Innovation Drive, Suite 400, Boston, Massachusetts 02110 ("Client")

and

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION, a Delaware corporation with its principal place of business at 300 Frank W. Burr Boulevard, Suite 36, Teaneck, New Jersey 07666 ("Service Provider")

1. SERVICES

1 **Scope of Services.** Service Provider shall provide digital transformation consulting and implementation services (the "Services") as specifically described in individual Statements of Work ("SOW") executed by both parties. Services may include, without limitation, AI/ML implementation, IoT systems integration, process automation, and technology-enabled operational optimization solutions utilizing Client's Peak Performance Platform.

2 **Statements of Work.** Each SOW shall include: (i) description of Services; (ii) deliverables; (iii) timeline; (iv) acceptance criteria; (v) fees and payment schedule; and (vi) any additional terms specific to the engagement. Each SOW shall be incorporated into and governed by this Agreement.

2. COMPENSATION

1 **Fees.** Client shall pay Service Provider the fees specified in each SOW. Unless otherwise stated in an SOW, Service Provider shall invoice Client monthly for Services rendered.

2 **Expenses.** Client shall reimburse Service Provider for reasonable travel and out-of-pocket expenses incurred in performing the Services, provided such expenses are pre-approved in writing by Client.

3 **Payment Terms.** All undisputed invoices are due within thirty (30) days of receipt. Late payments shall bear interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

3. INTELLECTUAL PROPERTY

1 **Pre-Existing IP.** Each party shall retain all rights in its pre-existing intellectual property, including Client's Peak Performance Platform and related technologies.

2 **Work Product.** All deliverables, developments, and work product created by Service Provider specifically for Client under an SOW ("Work Product") shall be deemed works made for hire and owned exclusively by Client. Service Provider hereby assigns all rights in Work Product to Client.

3 **Service Provider Tools.** Service Provider may use and retain rights to any general knowledge, skills, tools, methodologies, and techniques used in performing the Services.

4. CONFIDENTIALITY

1 **Definition.** "Confidential Information" means all non-public information disclosed by either party relating to its business, technology, operations, or customers, including the terms of this Agreement.

2 **Obligations.** Each party shall: (i) protect the other's Confidential Information using the same degree of care it uses for its own confidential information but no less than reasonable care; (ii) use Confidential Information only to perform under this Agreement; and (iii) return or destroy Confidential Information upon request.

3 **Exceptions.** Confidentiality obligations shall not apply to information that: (i) becomes publicly available through no fault of the receiving party; (ii) is independently developed by the receiving party; or (iii) must be disclosed by law or court order.

5. WARRANTIES AND LIMITATIONS

1 **Service Provider Warranties.** Service Provider warrants that: (i) Services will be performed in a professional manner consistent with industry standards; (ii) it has the right to provide the Services; and (iii) Work Product will not infringe third-party intellectual property rights.

2 **Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S TOTAL

LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE APPLICABLE SOW.

6. TERM AND TERMINATION

1 **Term.** This Agreement shall commence on the Effective Date and continue for three (3) years, unless earlier terminated. The Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to expiration.

2 **Termination for Cause.** Either party may terminate this Agreement or any SOW for material breach upon thirty (30) days written notice if such breach remains uncured.

3 **Effect of Termination.** Upon termination: (i) Service Provider shall cease Services and deliver all Work Product; (ii) Client shall pay for Services rendered through termination; and (iii) each party shall return Confidential Information.

7. GENERAL PROVISIONS

1 **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

2 **Insurance.** Service Provider shall maintain professional liability insurance with coverage of at least $5,000,000 per occurrence.

3 **Assignment.** Neither party may assign this Agreement without the other's written consent, except to an affiliate or successor in interest.

4 **Governing Law.** This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

5 **Entire Agreement.** This Agreement, including all SOWs, constitutes the entire agreement between the parties and supersedes all prior agreements 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: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date:

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

By:

Name:

Title:

Date: