

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER 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

CAPGEMINI AMERICA, INC., a Delaware corporation with its principal place of business at 79 Fifth Avenue, New York, NY 10003 ("Service Provider")

1. DEFINITIONS

1 "Services" means the professional consulting, implementation, integration, and related services to be provided by Service Provider as described in any Statement of Work.

2 "Deliverables" means all work product, materials, and documentation created by Service Provider in the performance of Services.

3 "Statement of Work" or "SOW" means a written document executed by both parties describing specific Services to be provided.

4 "Intellectual Property" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

2. SERVICES AND STATEMENTS OF WORK

1 Service Provider shall provide the Services described in each SOW executed under this Agreement.

2 Each SOW shall include: (i) description of Services; (ii) timeline and milestones; (iii) Deliverables; (iv) acceptance criteria; (v) fees and payment schedule; and (vi) any other relevant terms.

3 Changes to any SOW must be made through a written change order signed by both parties.

3. FEES AND PAYMENT

1 Client shall pay Service Provider the fees specified in each SOW.

2 Service Provider shall invoice Client monthly for Services performed and expenses incurred.

3 Payment terms are net 30 days from receipt of invoice.

4 Expenses must be pre-approved in writing and will be reimbursed at actual cost without markup.

4. INTELLECTUAL PROPERTY RIGHTS

1 Client shall own all right, title and interest in Deliverables, including all Intellectual Property rights therein.

2 Service Provider hereby assigns to Client all rights in Deliverables upon creation.

3 Service Provider retains ownership of pre-existing materials and general consulting knowledge.

4 Each party retains ownership of its respective Confidential Information.

5. CONFIDENTIALITY

1 Each party shall protect the other's Confidential Information with the same degree of care as its own confidential information, but not less than reasonable care.

2 Confidential Information shall not include information that: (i) is public knowledge; (ii) was known before disclosure; (iii) is independently developed; or (iv) is rightfully received from a third party.

3 These confidentiality obligations survive termination for 3 years.

6. WARRANTIES AND LIMITATIONS

1 Service Provider warrants that Services will be performed in a professional manner consistent with industry standards.

2 EXCEPT AS EXPRESSLY STATED HEREIN, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3 Neither party's liability shall exceed fees paid under the applicable SOW.

4 Neither party shall be liable for indirect, consequential, or punitive damages.

7. TERM AND TERMINATION

1 This Agreement continues until terminated per this Section 7.

2 Either party may terminate: (i) for convenience upon 60 days notice; or (ii) for material breach upon 30 days notice if breach is not cured.

3 Upon termination: (i) Client shall pay for Services rendered through termination date; (ii) each party shall return Confidential Information; and (iii) Sections 4-6 survive.

8. GENERAL PROVISIONS

1 Independent Contractors. The parties are independent contractors. Neither party has authority to bind the other.

2 Assignment. Neither party may assign this Agreement without prior written consent.

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

4 Entire Agreement. This Agreement, including SOWs, constitutes the entire agreement between the parties.

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:

CAPGEMINI AMERICA, INC.

By:

Name:

Title:

Date: