

MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADVISORY 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 1700 Technology Drive, Suite 400, San Jose, California 95110 ("Client")

and

KPMG LLP, a Delaware limited liability partnership with its principal place of business at 345 Park Avenue, New York, NY 10154 ("KPMG")

1. SERVICES

1 KPMG shall provide professional advisory services (the "Services") to Client as described in one or more statements of work ("SOW") executed by both parties. Each SOW shall reference this Agreement and become incorporated herein.

2 Services may include, but are not limited to: digital transformation advisory, technology strategy consulting, operational improvement analysis, and related professional services as agreed upon in each SOW.

3 KPMG shall perform the Services in a professional manner consistent with applicable industry standards and practices.

2. FEES AND PAYMENT

1 Client shall pay KPMG the fees specified in each SOW. Unless otherwise stated in an SOW, KPMG shall invoice Client monthly for Services performed.

2 Payment terms are net thirty (30) days from invoice date. Late payments shall accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

3 Client shall reimburse KPMG for reasonable out-of-pocket expenses incurred in connection with the Services, provided such expenses comply with Client's travel and expense policies.

3. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for three (3) years, unless earlier terminated in accordance with this Section 3.

2 Either party may terminate this Agreement or any SOW:

- (a) upon thirty (30) days' written notice to the other party;
- (b) immediately upon material breach by the other party that remains uncured for fifteen (15) days after written notice;
- (c) immediately if the other party becomes insolvent or subject to bankruptcy proceedings.

3 Upon termination, Client shall pay KPMG for all Services performed and expenses incurred through the effective date of termination.

4. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of all non-public information received from the other party ("Confidential Information") and shall not disclose such information without prior written consent.

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 regulatory authority.

5. INTELLECTUAL PROPERTY

1 Each party retains all rights in its pre-existing intellectual property. KPMG shall own all rights in any methodologies, processes, or tools developed or used in performing the Services.

2 Subject to payment in full, Client shall own all deliverables specifically created for Client under an SOW, excluding KPMG's pre-existing intellectual property and general knowledge.

6. LIMITATION OF LIABILITY

1 KPMG's total liability arising out of this Agreement shall not exceed the fees paid by Client for the Services giving rise to the claim.

2 Neither party shall be liable for any indirect, incidental, special, consequential, or punitive

damages.

7. INDEMNIFICATION

1 Each party shall indemnify the other against third-party claims arising from the indemnifying party's:

- (a) breach of this Agreement;
- (b) gross negligence or willful misconduct;
- (c) violation of applicable laws.

8. GENERAL PROVISIONS

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

2 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except to an affiliate or successor entity.

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

4 Entire Agreement. This Agreement 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:

KPMG LLP

By:

Name:

Title:

Date: