

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of February 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

McKINSEY DIGITAL, a division of McKinsey & Company, Inc. United States, having its principal place of business at 711 Third Avenue, New York, New York 10017 ("Consultant")

1. SCOPE OF SERVICES

1 Consultant shall provide digital transformation advisory services (the "Services") to Client as described in Statement of Work No. 1, attached hereto as Exhibit A, and any subsequent Statements of Work executed by both parties (each, an "SOW").

2 Initial Services shall focus on:

- (a) Assessment of Client's Peak Performance Platform architecture and scalability
- (b) Development of enterprise-wide AI/ML implementation strategy
- (c) IoT integration optimization recommendations
- (d) Digital transformation roadmap development

2. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for an initial term of twenty-four (24) months, unless earlier terminated as provided herein.

2 Either party may terminate this Agreement:

- (a) Upon thirty (30) days' prior written notice to the other party
- (b) Immediately upon material breach by the other party that remains uncured for fifteen (15) days following written notice
- (c) Immediately if the other party becomes insolvent or seeks bankruptcy protection

3. FEES AND PAYMENT

1 Client shall pay Consultant fees as specified in each SOW ("Fees"). Initial engagement fees are \$2,750,000, payable as follows:

- (a) 40% upon execution of this Agreement
- (b) 30% upon delivery of interim assessment and recommendations
- (c) 30% upon project completion and final deliverables

2 Consultant shall invoice Client monthly for any additional fees and expenses. Payment terms are net thirty (30) days from invoice date.

4. INTELLECTUAL PROPERTY

1 Each party retains all rights in its pre-existing intellectual property.

2 Consultant hereby assigns to Client all right, title, and interest in work product specifically created for Client under this Agreement ("Deliverables"), excluding Consultant Tools.

3 "Consultant Tools" means all proprietary tools, methodologies, templates, and materials developed by Consultant prior to or independent of this engagement.

5. CONFIDENTIALITY

1 Each party shall protect the other's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

2 "Confidential Information" includes:

- (a) Client's Peak Performance Platform architecture and algorithms
- (b) Consultant's proprietary methodologies and tools
- (c) Business plans, customer data, and financial information
- (d) Any information marked confidential or that should reasonably be understood to be confidential

6. REPRESENTATIONS AND WARRANTIES

1 Consultant represents and warrants that:

- (a) It has the expertise to perform the Services professionally and competently
- (b) Services will be performed in a workmanlike manner consistent with industry standards
- (c) It will comply with all applicable laws and regulations

2 Client represents and warrants that:

- (a) It has the right to provide all Client materials to Consultant
- (b) It will comply with all applicable laws and regulations

7. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

2 CONSULTANT'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING THE CLAIM.

8. INDEMNIFICATION

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

- (a) Breach of this Agreement
- (b) Gross negligence or willful misconduct
- (c) Infringement of third-party intellectual property rights

9. 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's prior written consent.

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 herein.

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:

McKINSEY DIGITAL

By:

Name: [Authorized Signatory]

Title: Senior Partner

Date:

EXHIBIT A

Statement of Work No. 1

[Detailed SOW to be attached]