

STATEMENT OF WORK

Cloud Security Assessment Services Agreement

This Statement of Work ("SOW") is entered into as of January 15, 2024 ("Effective Date"), by and between:

Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Suite 400, Boston, MA 02210 ("Client")

and

Ernst & Young LLP, a Delaware limited liability partnership ("EY")

1. SCOPE OF SERVICES

1 EY shall perform a comprehensive cloud security assessment of Client's Peak Performance Platform and associated cloud infrastructure ("Services"), including:

a) Architecture Review

- Analysis of cloud deployment architecture
- Review of security controls and configurations
- Assessment of network segmentation
- Evaluation of identity and access management systems

b) Security Controls Assessment

- Review of encryption implementations
- Analysis of data protection measures
- Assessment of security monitoring capabilities
- Evaluation of incident response procedures

c) Compliance Validation

- SOC 2 Type II readiness assessment
- GDPR compliance review
- Industry-specific regulatory requirements
- Cloud security framework alignment

2. DELIVERABLES

1 EY shall provide the following deliverables:

a) Detailed Assessment Report including:

- Executive summary
- Technical findings and risk ratings
- Remediation recommendations
- Implementation roadmap

b) Security Controls Matrix

- Mapping of existing controls
- Gap analysis
- Remediation priorities

c) Executive Presentation

- Key findings summary
- Strategic recommendations
- Implementation timeline
- Budget considerations

3. TIMELINE AND MILESTONES

1 The Services shall be performed according to the following schedule:

- Phase 1: Discovery and Planning (Weeks 1-2)
- Phase 2: Technical Assessment (Weeks 3-6)
- Phase 3: Analysis and Documentation (Weeks 7-8)
- Phase 4: Report Development (Weeks 9-10)
- Phase 5: Presentation and Handoff (Weeks 11-12)

4. FEES AND PAYMENT

1 Client shall pay EY a fixed fee of \$275,000 for the Services.

2 Payment Schedule:

- 30% upon SOW execution

- 40% upon completion of Phase 2
- 30% upon delivery of final deliverables

3 Expenses shall be billed separately and shall not exceed 10% of the fixed fee without prior written approval.

5. PROJECT TEAM

1 EY shall assign the following key personnel:

- Engagement Partner: [Name]
- Technical Lead: [Name]
- Security Architect: [Name]
- Compliance Specialist: [Name]

2 Key personnel may not be replaced without Client's prior written consent.

6. CLIENT RESPONSIBILITIES

1 Client shall:

- Provide timely access to systems and documentation
- Assign a dedicated project liaison
- Ensure availability of key stakeholders
- Review and approve deliverables within 5 business days
- Provide necessary technical documentation

7. CONFIDENTIALITY

1 All information exchanged shall be subject to the Master Services Agreement dated March 1, 2023, between the parties.

8. INTELLECTUAL PROPERTY

1 EY shall retain ownership of all pre-existing materials and methodologies.

2 Client shall own all deliverables created specifically for Client under this SOW.

9. ACCEPTANCE

1 Deliverables shall be deemed accepted if no written objection is received within 10 business days

of delivery.

10. GENERAL PROVISIONS

1 This SOW is governed by and incorporates by reference the terms of the Master Services Agreement.

2 Any modifications must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the Effective Date.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: _

ERNST & YOUNG LLP

By: _

Name: [Name]

Title: Partner

Date: _