

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective as of January 15, 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 ("Provider")

and

TATA CONSULTANCY SERVICES LIMITED, operating through its TCS Digital division, with its principal place of business at TCS House, Raveline Street, Fort, Mumbai 400001, India ("Client")

1. DEFINITIONS

1 "Confidential Information" means any non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects.

2 "Deliverables" means all work product, including software, documentation, reports, and materials developed or prepared for Client by Provider under this Agreement.

3 "Peak Performance Platform" means Provider's proprietary technology platform that combines advanced analytics, machine learning, and IoT sensors for enterprise digital transformation.

4 "Services" means the professional services described in any Statement of Work executed under this Agreement.

2. SERVICES AND DELIVERABLES

1 Provider shall provide the Services and Deliverables as specified in one or more Statements of Work ("SOW") executed by both parties.

2 Each SOW shall include:

- (a) Description of Services and Deliverables
- (b) Project timeline and milestones
- (c) Acceptance criteria
- (d) Fees and payment schedule
- (e) Resource requirements

(f) Client responsibilities

3 Provider shall perform the Services using the Peak Performance Platform and other proprietary methodologies in accordance with industry standards and professional practices.

3. FEES AND PAYMENT

1 Client shall pay Provider the fees specified in each SOW. Standard rates are:

- Senior Digital Architect: \$275/hour
- Technical Lead: \$225/hour
- Senior Developer: \$195/hour
- Project Manager: \$185/hour

2 Provider shall invoice Client monthly for Services performed. Payment terms are net 30 days from invoice date.

3 Travel and expenses shall be billed at actual cost plus 10% administrative fee, subject to Client's travel policy.

4. INTELLECTUAL PROPERTY

1 Provider retains all rights to the Peak Performance Platform and pre-existing intellectual property.

2 Upon full payment, Client shall own all rights to Deliverables, except for:

- (a) Provider's pre-existing intellectual property
- (b) General knowledge and methodologies
- (c) Third-party materials identified in the SOW

3 Provider grants Client a perpetual, worldwide, non-exclusive license to use Provider's pre-existing intellectual property solely in connection with the Deliverables.

5. CONFIDENTIALITY

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

2 Confidentiality obligations shall survive for 3 years after termination of this Agreement.

3 Exclusions to confidentiality include information that:

- (a) Was publicly available
- (b) Was independently developed
- (c) Was rightfully received from third parties
- (d) Was required to be disclosed by law

6. WARRANTIES AND LIMITATIONS

1 Provider warrants that:

- (a) Services will be performed in a professional manner
- (b) Deliverables will conform to specifications in the SOW
- (c) Services will not infringe third-party intellectual property rights

2 EXCEPT AS EXPRESSLY STATED, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

3 Provider's liability shall not exceed fees paid in the 12 months preceding the claim.

7. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for 36 months.

2 Either party may terminate:

- (a) For convenience with 60 days written notice
- (b) For material breach with 30 days written notice if breach is uncured
- (c) Immediately for insolvency or bankruptcy

3 Upon termination:

- (a) Client shall pay for Services rendered through termination date
- (b) Each party shall return Confidential Information
- (c) Sections 4, 5, 6, and 8 shall survive

8. GENERAL PROVISIONS

1 Independent Contractors. The parties are independent contractors. Nothing creates a partnership or joint venture.

2 Assignment. Neither party may assign without prior written consent, except to affiliates.

3 Force Majeure. Neither party is liable for delays due to causes beyond reasonable control.

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

5 Entire Agreement. This Agreement constitutes the entire understanding 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:

TATA CONSULTANCY SERVICES LIMITED

By:

Name:

Title:

Date: