

MASTER SERVICES AGREEMENT

Digital Transformation Services

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of January 15, 2023 (the "Effective Date"), by and between:

ACCENTURE PLC, a public limited company organized under the laws of Ireland, with its principal place of business at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland ("Accenture")

and

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 2100 Technology Drive, Suite 400, San Jose, CA 95110 ("Client")

1. DEFINITIONS

1 "Deliverables" means all documents, work product, and other materials that are delivered to Client as part of the Services.

2 "Peak Performance Platform" means Client's proprietary software platform that combines analytics, machine learning, and IoT capabilities.

3 "Services" means the digital transformation consulting and implementation services provided by Accenture as described in any Statement of Work.

4 "Statement of Work" or "SOW" means the documents executed by both parties describing specific Services to be performed.

2. SERVICES AND DELIVERABLES

1 Services. Accenture shall provide the Services described in each SOW in accordance with the terms and conditions of this Agreement.

2 Statements of Work. Each SOW shall include, at minimum:

- (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 Change Control. Any changes to the Services must be made through a written change order signed by both parties.

3. FEES AND PAYMENT

1 Fees. Client shall pay Accenture the fees specified in each SOW.

2 Expenses. Client shall reimburse reasonable travel and out-of-pocket expenses incurred by Accenture in performing the Services, subject to Client's expense policies.

3 Payment Terms. Accenture shall invoice Client monthly for Services performed and expenses incurred. Payment is due within 30 days of invoice date.

4. INTELLECTUAL PROPERTY

1 Client Materials. Client retains all rights in its pre-existing intellectual property, including the Peak Performance Platform.

2 Accenture Materials. Accenture retains all rights in its pre-existing intellectual property and general consulting knowledge.

3 Deliverables. Upon full payment, Client shall own all rights in the Deliverables, subject to Sections 4.1 and 4.2.

5. CONFIDENTIALITY

1 Definition. "Confidential Information" means all non-public information disclosed by either party relating to business plans, technology, customers, and operations.

2 Obligations. Each party shall:

(a) Protect Confidential Information using reasonable care

(b) Use Confidential Information only for purposes of this Agreement

(c) Limit access to those with a need to know

(d) Return or destroy Confidential Information upon request

6. WARRANTIES AND DISCLAIMERS

1 Accenture warrants that:

- (a) Services will be performed in a professional manner
- (b) Services will conform to applicable SOW requirements
- (c) It has the right to provide the Services

2 Client warrants that:

- (a) It has the right to provide access to its systems and data
- (b) Its use of the Services will comply with applicable laws

7. LIMITATION OF LIABILITY

1 EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

2 TOTAL LIABILITY SHALL NOT EXCEED FEES PAID UNDER THE APPLICABLE SOW.

8. TERM AND TERMINATION

1 Term. This Agreement begins on the Effective Date and continues for three years unless terminated earlier.

2 Termination for Cause. Either party may terminate for material breach upon 30 days written notice if breach is not cured.

3 Effect of Termination. Upon termination:

- (a) Accenture shall cease Services
- (b) Client shall pay for Services rendered through termination
- (c) Each party shall return Confidential Information
- (d) Sections 4-7 survive termination

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

4 Governing Law. This Agreement is governed by Delaware law.

5 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

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

ACCENTURE PLC

By: _

Name:

Title:

Date:

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

Date: