

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

ERNST & YOUNG LLP, a Delaware limited liability partnership with its principal place of business at 5 Times Square, New York, New York 10036 ("EY")

1. SERVICES

1 EY shall provide technology consulting 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 Initial Services shall focus on:

- (a) Assessment of Client's Peak Performance Platform architecture
- (b) Cloud infrastructure optimization recommendations
- (c) AI/ML model validation and enhancement
- (d) Integration strategy for IoT sensor networks
- (e) Security and compliance framework evaluation

3 EY shall assign qualified personnel to perform the Services and may substitute personnel at its discretion with notice to Client.

2. FEES AND PAYMENT

1 Client shall pay EY the fees specified in each SOW. Unless otherwise stated, fees are based on time and materials at EY's standard rates.

2 EY shall invoice Client monthly for Services performed and expenses incurred. Payment terms are net 30 days from invoice date.

3 Travel and other reasonable expenses will be billed at actual cost plus 10% administrative fee.

3. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for 24 months unless terminated earlier.

2 Either party may terminate:

- (a) For convenience upon 60 days written notice
- (b) For material breach upon 30 days written notice if breach remains uncured
- (c) Immediately if the other party becomes insolvent or bankrupt

3 Upon termination, Client shall pay EY for all Services performed through the termination date.

4. INTELLECTUAL PROPERTY

1 EY Materials: EY retains all rights in its pre-existing materials, methodologies, tools, techniques, software, and know-how.

2 Client Materials: Client retains all rights in its pre-existing materials and confidential information provided to EY.

3 Deliverables: Upon full payment, Client receives a perpetual, worldwide license to use deliverables for internal business purposes. EY retains ownership of all intellectual property in deliverables.

5. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as its own confidential information, but not less than reasonable care.

2 Confidential information excludes information that:

- (a) Was previously known to the recipient
- (b) Is or becomes publicly available through no fault of recipient
- (c) Is independently developed by recipient
- (d) Is received from a third party without restriction

3 These obligations survive termination for 5 years.

6. WARRANTIES AND LIMITATIONS

1 EY warrants that Services will be performed in a professional manner consistent with industry standards.

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

3 Neither party's liability shall exceed fees paid under the applicable SOW. Neither party shall be liable for indirect, incidental, consequential, or special damages.

7. INDEMNIFICATION

1 EY shall indemnify Client against third-party claims alleging the Services infringe intellectual property rights.

2 Client shall indemnify EY against claims arising from Client's use of deliverables or EY's use of Client materials.

8. INSURANCE

1 EY shall maintain professional liability insurance with minimum coverage of \$5,000,000 per occurrence.

2 Upon request, EY shall provide certificates of insurance evidencing required coverage.

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 the other's written consent, except to affiliates.

3 Force Majeure: Neither party is liable for delays due to circumstances beyond its reasonable control.

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

5 Dispute Resolution: Disputes shall be resolved in Delaware courts, with prevailing party entitled to recover reasonable attorneys' fees.

6 Entire Agreement: This Agreement constitutes the entire agreement between the parties 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:

ERNST & YOUNG LLP

By:

Name:

Title:

Date: