

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 ("Provider")

and

THE BOSTON CONSULTING GROUP, INC., a Massachusetts corporation with its principal place of business at 200 Pier Four Boulevard, Boston, Massachusetts 02210 ("Client")

1. SERVICES

1 ****Scope of Services.**** Provider shall provide digital transformation consulting and implementation services (the "Services") as specifically described in Statement(s) of Work ("SOW") executed by both parties. Each SOW shall be subject to the terms and conditions of this Agreement and shall include, at minimum: (a) detailed description of Services; (b) deliverables; (c) timeline; (d) fees; and (e) any Client obligations.

2 ****Performance Standard.**** Provider shall perform the Services in a professional manner consistent with industry standards and practices, using personnel with suitable skill, experience, and qualifications.

2. COMPENSATION

1 ****Fees.**** Client shall pay Provider the fees specified in each SOW. Unless otherwise stated in an SOW, Provider shall invoice Client monthly for Services performed.

2 ****Expenses.**** Client shall reimburse Provider for reasonable out-of-pocket expenses incurred in performing the Services, provided such expenses are pre-approved in writing by Client.

3 ****Payment Terms.**** Client shall pay all undisputed amounts within thirty (30) days of receipt of invoice. Late payments shall bear interest at 1.5% per month.

3. INTELLECTUAL PROPERTY

1 ****Pre-Existing IP.**** Each party retains all rights in its pre-existing intellectual property, including

Provider's Peak Performance Platform and related technologies.

2 ****Work Product.**** Subject to Section 3.1, all deliverables, reports, and work product created specifically for Client under an SOW ("Work Product") shall be owned by Client upon full payment.

3 ****License Grant.**** Provider grants Client a non-exclusive, perpetual license to use Provider's pre-existing IP solely as incorporated into the Work Product.

4. CONFIDENTIALITY

1 ****Definition.**** "Confidential Information" means all non-public information disclosed by either party, including business plans, technology, customer data, and trade secrets.

2 ****Obligations.**** Each party shall: (a) protect Confidential Information using the same degree of care it uses for its own confidential information but no less than reasonable care; (b) not disclose Confidential Information except to employees and contractors who need to know it and are bound by confidentiality obligations; and (c) use Confidential Information only for purposes of this Agreement.

3 ****Exclusions.**** Confidential Information excludes information that: (a) was rightfully known before disclosure; (b) becomes publicly available through no fault of the receiving party; or (c) is independently developed without use of Confidential Information.

5. REPRESENTATIONS AND WARRANTIES

1 ****Mutual Warranties.**** Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; and (b) its performance will not violate any agreement or obligation to any third party.

2 ****Provider Warranties.**** Provider warrants that: (a) Services will be performed in a professional manner; (b) Work Product will substantially conform to specifications in the applicable SOW; and (c) Services will not infringe any third party intellectual property rights.

6. LIMITATION OF LIABILITY

1 ****Exclusion of Damages.**** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

2 ****Liability Cap.**** EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) AMOUNTS PAID BY CLIENT

IN THE 12 MONTHS PRECEDING THE CLAIM; OR (B) \$1,000,000.

7. TERM AND TERMINATION

1 ****Term.**** This Agreement commences on the Effective Date and continues until terminated as provided herein.

2 ****Termination for Convenience.**** Either party may terminate this Agreement upon 60 days' written notice.

3 ****Termination for Cause.**** Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure within 30 days of notice.

4 ****Effect of Termination.**** Upon termination: (a) Provider shall cease Services; (b) Client shall pay for Services rendered through termination; and (c) each party shall return or destroy Confidential Information.

8. GENERAL PROVISIONS

1 ****Independent Contractors.**** The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, or agency relationship.

2 ****Insurance.**** Provider shall maintain professional liability insurance with coverage of at least \$5,000,000 per occurrence.

3 ****Assignment.**** Neither party may assign this Agreement without the other party's prior written consent, except to a successor in interest.

4 ****Governing Law.**** This Agreement is governed by Massachusetts law, excluding conflict of law principles.

5 ****Entire Agreement.**** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements regarding its subject matter.

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:

THE BOSTON CONSULTING GROUP, INC.

By:

Name:

Title:

Date: