

MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between:

Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at 1700 Technology Drive, Suite 400, San Jose, CA 95110 ("Client")

and

KPMG LLP, a Delaware limited liability partnership with its principal place of business at 345 Park Avenue, New York, NY 10154 ("KPMG")

1. SERVICES

1 KPMG shall provide professional advisory 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 Services may include, but are not limited to: digital transformation strategy, technology implementation advisory, operational improvement consulting, and related professional services.

3 KPMG shall perform the Services in a professional manner consistent with applicable industry standards and practices.

2. FEES AND PAYMENT

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

2 Payment terms are net thirty (30) days from invoice date. Late payments shall accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

3 Client shall reimburse KPMG for reasonable travel and out-of-pocket expenses incurred in connection with the Services, subject to Client's travel and expense policies provided to KPMG.

3. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for three (3) years, unless

earlier terminated in accordance with this Section 3.

2 Either party may terminate this Agreement or any SOW:

- (a) upon thirty (30) days' written notice to the other party;
- (b) immediately upon material breach by the other party that remains uncured for fifteen (15) days after written notice;
- (c) immediately if the other party becomes insolvent or subject to bankruptcy proceedings.

3 Upon termination, Client shall pay KPMG for all Services performed and expenses incurred through the effective date of termination.

4. CONFIDENTIALITY

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

2 "Confidential Information" means all non-public information disclosed by one party to the other, including but not limited to: trade secrets, technical data, business plans, customer information, and pricing.

3 These confidentiality obligations shall survive for three (3) years following termination of this Agreement.

5. INTELLECTUAL PROPERTY

1 Each party retains all rights in its pre-existing intellectual property. KPMG shall own all rights in any methodologies, tools, or general knowledge developed or used in performing the Services.

2 Subject to payment in full, Client shall own all deliverables specifically created for Client under an SOW, excluding KPMG's pre-existing IP and general consulting knowledge.

6. LIMITATION OF LIABILITY

1 KPMG's total liability arising out of this Agreement shall not exceed the fees paid by Client for the Services giving rise to the claim.

2 Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages.

7. INSURANCE AND INDEMNIFICATION

1 KPMG shall maintain professional liability insurance with coverage of at least \$5,000,000 per occurrence.

2 Each party shall indemnify the other against third-party claims arising from the indemnifying party's breach of this Agreement or gross negligence.

8. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

2 Neither party may assign this Agreement without the other's written consent, except to an affiliate or successor entity.

3 Any modifications to this Agreement must be in writing and signed by both parties.

4 Notices shall be in writing and sent to the addresses listed above via certified mail or overnight courier.

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:

KPMG LLP

By:

Name:

Title:

Date: