# MASTER SERVICES AGREEMENT

**Professional Services Agreement between Summit Digital Solutions, Inc. and BCG Digital Ventures**

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made effective as of [DATE] ("Effective Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation with its principal place of business at [ADDRESS] ("Provider"), and BCG Digital Ventures, a Delaware corporation with its principal place of business at [ADDRESS] ("Client").

## 1. SERVICES

1 **Scope of Services.** Provider shall provide digital transformation consulting and implementation services (the "Services") as specified in individual Statements of Work ("SOW") executed by both parties. Services may include, without limitation, AI/ML implementation, IoT systems integration, process automation, and technology-enabled operational optimization solutions utilizing Provider's proprietary Peak Performance Platform.

2 **Statements of Work.** Each SOW shall specify: (a) description of Services; (b) deliverables; (c) timeline; (d) acceptance criteria; (e) fees and payment schedule; and (f) any other project-specific terms. Each SOW shall be incorporated into and governed by this Agreement.

## 2. FEES AND PAYMENT

1 **Service Fees.** Client shall pay Provider the fees specified in each SOW. Unless otherwise stated, fees are exclusive of taxes, travel, and out-of-pocket expenses.

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

3 **Late Payments.** Overdue amounts shall bear interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

## 3. INTELLECTUAL PROPERTY

1 **Pre-existing IP.** Each party retains all rights in its pre-existing intellectual property. Provider's Peak Performance Platform and related technologies remain Provider's exclusive property.

2 **Work Product.** Subject to payment in full, Client shall own all deliverables created specifically

for Client under an SOW. Provider grants Client a perpetual, worldwide license to use Provider's pre-existing IP incorporated into deliverables.

3 **Restrictions.** Client shall not: (a) modify or create derivative works of Provider's IP; (b) reverse engineer Provider's technology; or (c) remove proprietary notices from deliverables.

## 4. CONFIDENTIALITY

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

2 **Obligations.** Each party shall: (a) protect Confidential Information using reasonable care; (b) use it only for this Agreement; and (c) disclose it only to employees and contractors who need to know and are bound by confidentiality obligations.

3 **Exclusions.** Confidentiality obligations do not apply to information that: (a) becomes public through no fault of recipient; (b) was known to recipient before disclosure; or (c) is independently developed.

## 5. WARRANTIES AND LIMITATIONS

1 **Service Warranty.** Provider warrants that Services will be performed in a professional manner consistent with industry standards.

2 **Disclaimer.** EXCEPT AS EXPRESSLY STATED, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3 **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID UNDER THE APPLICABLE SOW.

## 6. TERM AND TERMINATION

1 **Term.** This Agreement continues until terminated per this section.

2 **Termination.** Either party may terminate: (a) for convenience with 60 days' notice; or (b) for material breach if not cured within 30 days of notice.

3 **Effect.** Upon termination: (a) Client shall pay for Services rendered; (b) each party shall return

Confidential Information; and (c) perpetual licenses survive.

## 7. GENERAL PROVISIONS

1 **Independent Contractors.** The parties are independent contractors. Neither party has authority to bind the other.

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's consent, except to affiliates or successors in business.

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

5 **Entire Agreement.** This Agreement, including SOWs, constitutes the entire agreement between the parties 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:** _

BCG DIGITAL VENTURES

**By:** _
**Name:** _
**Title:** _
**Date:** _