

# PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL 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 PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC").

## 1. SERVICES

1 **Scope of Services.** PwC shall provide technology consulting and implementation services (the "Services") 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 Project Scope.** The initial Services shall focus on the implementation and optimization of Client's Peak Performance Platform, including:

- (a) Architecture assessment and redesign recommendations
- (b) Cloud infrastructure optimization
- (c) AI/ML model validation and enhancement
- (d) IoT integration framework development
- (e) Security and compliance review

3 **Performance Standard.** PwC shall perform the Services in a professional manner consistent with industry standards and practices for similar services.

## 2. FEES AND PAYMENT

1 **Professional Fees.** Client shall pay PwC the professional fees specified in each SOW. Unless otherwise stated, fees shall be based on time and materials at PwC's standard hourly rates.

2 **Expenses.** Client shall reimburse PwC for reasonable out-of-pocket expenses incurred in connection with the Services, provided such expenses comply with Client's travel and expense policies.

3 **Invoicing and Payment.** PwC shall invoice Client monthly for fees and expenses. Payment is due within thirty (30) days of invoice date. Late payments shall bear interest at 1.5% per month.

### **3. INTELLECTUAL PROPERTY**

1 **\*\*Pre-Existing Materials.\*\*** Each party shall retain ownership of its pre-existing intellectual property rights.

2 **\*\*Work Product.\*\*** Subject to payment in full, all deliverables created specifically for Client under an SOW ("Work Product") shall become Client's property, except for PwC Materials as defined below.

3 **\*\*PwC Materials.\*\*** PwC shall retain ownership of all methodologies, tools, templates, and other materials developed by PwC prior to or independent of this Agreement ("PwC Materials"). PwC grants Client a non-exclusive license to use PwC Materials delivered as part of the Services.

### **4. CONFIDENTIALITY**

1 **\*\*Definition.\*\*** "Confidential Information" means non-public information disclosed by either party relating to business plans, technology, customers, or 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

3 **\*\*Exceptions.\*\*** Confidentiality obligations do not apply to information that:

- (a) Becomes publicly available through no fault of recipient
- (b) Is independently developed by recipient
- (c) Is rightfully received from a third party
- (d) Must be disclosed by law or court order

### **5. REPRESENTATIONS AND WARRANTIES**

1 **\*\*Mutual Warranties.\*\*** Each party represents and warrants that:

- (a) It has full power to enter into this Agreement
- (b) Execution will not violate any other agreement
- (c) It will comply with applicable laws

2 **PwC Warranties.** PwC warrants that:

- (a) Services will be performed professionally and competently
- (b) Work Product will substantially conform to specifications
- (c) Services will not infringe third-party intellectual property rights

## **6. LIMITATION OF LIABILITY**

1 **Cap on Damages.** PwC's total liability shall not exceed fees paid for the Services giving rise to the claim.

2 **Exclusion of Damages.** Neither party shall be liable for indirect, incidental, consequential, or special damages.

## **7. TERM AND TERMINATION**

1 **Term.** This Agreement begins on the Effective Date and continues until terminated.

2 **Termination for Convenience.** Either party may terminate upon 30 days' written notice.

3 **Termination for Cause.** Either party may terminate immediately upon material breach by the other party that remains uncured for 30 days after notice.

4 **Effect of Termination.** Upon termination:

- (a) PwC shall cease Services and deliver in-progress Work Product
- (b) Client shall pay for Services rendered through termination
- (c) Each party shall return Confidential Information
- (d) Sections 3-6 and 8 shall survive

## **8. 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 consent, except to affiliates.

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

4 **Notices.** All notices shall be in writing and sent to addresses specified in SOWs.

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

6 **\*\*Entire Agreement.\*\*** This Agreement, including SOWs, constitutes the entire agreement between the parties.

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:**

PRICEWATERHOUSECOOPERS LLP

**By:**

**Name:**

**Title:**

**Date:**