

MASTER SERVICES AGREEMENT

Professional Services Agreement between Summit Digital Solutions, Inc. and McKinsey Digital

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] ("Client"), and McKinsey Digital, a division of McKinsey & Company, Inc. ("McKinsey").

1. SERVICES

1 ****Scope of Services.**** McKinsey shall provide professional consulting services (the "Services") to Client as described in individual Statements of Work ("SOW") executed by both parties. Services may include, but are not limited to, digital transformation advisory, technology strategy development, and implementation support for Client's Peak Performance Platform.

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

2. FEES AND PAYMENT

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

2 ****Expenses.**** Client shall reimburse McKinsey for reasonable travel and out-of-pocket expenses incurred in connection with the Services, subject to Client's travel and expense policies.

3 ****Payment Terms.**** McKinsey shall invoice Client monthly. 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 IP.**** Each party retains all rights in its pre-existing intellectual property. Client's pre-existing IP includes the Peak Performance Platform and related technologies.

2 ****Work Product.**** Subject to payment in full, McKinsey assigns to Client all rights in work

product specifically created for Client under an SOW. McKinsey retains ownership of all methodologies, tools, and general consulting knowledge.

3 **McKinsey Knowledge.** McKinsey may use and disclose Client's confidential information to the extent necessary to provide similar services to other clients, subject to Section 4.

4. CONFIDENTIALITY

1 **Confidential Information.** 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 **Exclusions.** Confidentiality obligations do not apply to information that: (a) is or becomes public through no fault of recipient; (b) was known to recipient before disclosure; (c) is independently developed; or (d) is disclosed under legal requirement.

5. WARRANTIES AND LIMITATIONS

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

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

3 **Limitation of Liability.** Neither party's liability shall exceed fees paid under the applicable SOW. Neither party shall be liable for indirect, consequential, or punitive damages.

6. TERM AND TERMINATION

1 **Term.** This Agreement continues until terminated in accordance with this Section 6.

2 **Termination for Convenience.** Either party may terminate this Agreement or any SOW 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 written notice.

7. GENERAL PROVISIONS

1 **Independent Contractors.** The parties are independent contractors. Neither party has authority

to bind the other.

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

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

4 ****Assignment.**** Neither party may assign this Agreement without the other's written consent, not to be unreasonably withheld.

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:

MCKINSEY DIGITAL

By:

Name:

Title:

Date: