

MASTER SERVICES AGREEMENT FOR TECHNOLOGY CONSULTING SERVICES

THIS MASTER 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 ("Client"), and PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC").

1. SERVICES

1 ****Scope of Services.**** PwC shall provide technology consulting 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 ****Performance Standards.**** PwC shall perform the Services in a professional manner consistent with industry standards and practices. PwC shall assign personnel with appropriate skills and experience to perform the Services.

2. COMPENSATION AND PAYMENT

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

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

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

3. INTELLECTUAL PROPERTY

1 ****Pre-Existing Materials.**** Each party retains all rights in its pre-existing intellectual property. PwC grants Client a non-exclusive, perpetual license to use PwC's pre-existing materials delivered as part of the Services.

2 ****Work Product.**** All deliverables created specifically for Client under an SOW ("Work

Product") shall be owned by Client upon full payment. PwC retains ownership of all methodologies, processes, and working papers.

3 ****Tools.**** PwC may use and continue developing its tools, utilities, models, and other materials of general applicability ("Tools") regardless of similarity to Work Product.

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 it only for this Agreement; and (c) disclose it only to employees and contractors who need to know and are bound by similar confidentiality obligations.

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

5. TERM AND TERMINATION

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

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 if such breach remains uncured for 30 days after written notice.

6. LIMITATION OF LIABILITY

1 ****Liability Cap.**** PwC's total liability arising out of this Agreement shall not exceed fees paid for the Services giving rise to the claim.

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

7. GENERAL PROVISIONS

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

2 ****Insurance.**** PwC shall maintain professional liability and other appropriate insurance coverage during the term.

3 ****Assignment.**** Neither party may assign this Agreement without the other's written consent, except to affiliates.

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:

PRICEWATERHOUSECOOPERS LLP

By:

Name:

Title:

Date: