# SOFTWARE DEVELOPMENT AGREEMENT

THIS SOFTWARE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between:

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Suite 400, Boston, Massachusetts 02210 ("Client")

and

INFOSYS LIMITED, a company organized under the laws of India with its principal place of business at Electronics City, Hosur Road, Bangalore 560 100, India ("Developer")

## RECITALS

WHEREAS, Client desires to engage Developer to design, develop, and implement certain software solutions related to Client's Peak Performance Platform;

WHEREAS, Developer has the necessary expertise and resources to provide such services; and

WHEREAS, the parties desire to set forth the terms and conditions under which Developer will provide such services to Client.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## 1. SCOPE OF SERVICES

1 **Development Services**. Developer shall provide software development services ("Services") as specified in Statement of Work No. 1, attached hereto as Exhibit A, and any subsequent Statements of Work executed by the parties (each, an "SOW").

2 **Project Management**. Developer shall assign a dedicated project manager to oversee the Services and serve as Client's primary point of contact.

3 **Acceptance Testing**. All deliverables shall be subject to Client's acceptance testing procedures as outlined in Section 4 below.

## 2. COMPENSATION AND PAYMENT

1 **Development Fees**. Client shall pay Developer the fees specified in each SOW according to the payment schedule therein.

2 **Expenses**. Client shall reimburse Developer for reasonable out-of-pocket expenses incurred in connection with the Services, provided such expenses are pre-approved in writing by Client.

3 **Invoicing**. Developer shall invoice Client monthly for Services rendered and approved expenses. Payment terms are net 30 days from receipt of invoice.

## 3. INTELLECTUAL PROPERTY RIGHTS

1 **Pre-existing IP**. Each party shall retain all rights in its pre-existing intellectual property.

2 **Work Product**. All work product created by Developer in performing the Services ("Work Product") shall be deemed "work made for hire" and shall be owned exclusively by Client.

3 **License Grant**. Developer hereby grants Client a perpetual, worldwide, royalty-free license to use any Developer tools or frameworks incorporated into the Work Product.

## 4. ACCEPTANCE TESTING

1 **Testing Period**. Client shall have 15 business days following delivery of each milestone deliverable to test and accept or reject such deliverable.

2 **Acceptance Criteria**. Deliverables must conform to the specifications set forth in the applicable SOW and be free from material defects.

3 **Rejection Process**. If Client rejects a deliverable, Developer shall have 15 business days to correct the deficiencies and resubmit for acceptance testing.

## 5. CONFIDENTIALITY

1 **Definition**. "Confidential Information" means all non-public information disclosed by either party to the other in connection with this Agreement.

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

3 **Exceptions**. Confidentiality obligations shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) is independently developed by the

receiving party; or (c) is required to be disclosed by law.

## 6. WARRANTIES AND REPRESENTATIONS

1 **Developer Warranties**. Developer warrants that: (a) the Services will be performed in a professional manner; (b) the Work Product will conform to the specifications in the applicable SOW; and (c) the Work Product will not infringe any third-party intellectual property rights.

2 **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

## 7. LIMITATION OF LIABILITY

1 **Cap on Damages**. NEITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID BY CLIENT TO DEVELOPER UNDER THIS AGREEMENT.

2 **Exclusion of Damages**. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

## 8. TERM AND TERMINATION

1 **Term**. This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 8.

2 **Termination for Convenience**. Either party may terminate this Agreement upon 60 days' written notice.

3 **Termination for Cause**. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 30 days of receiving notice thereof.

## 9. GENERAL PROVISIONS

1 **Independent Contractors**. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

2 **Assignment**. Neither party may assign this Agreement without the other party's prior written consent.

3 **Governing Law**. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

4 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

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:** _

INFOSYS LIMITED

**By:**

**Name:** _

**Title:**

**Date:** _