

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 1200 Innovation Drive, Suite 400, Boston, Massachusetts 02110 ("Client")

and

DELOITTE CONSULTING LLP, a Delaware limited liability partnership with its principal place of business at 30 Rockefeller Plaza, New York, New York 10112 ("Consultant")

1. SCOPE OF SERVICES

1 Consultant shall provide professional consulting services (the "Services") to Client as described in the Statement of Work(s) ("SOW") to be executed by both parties. Each SOW shall be subject to the terms and conditions of this Agreement and shall include, at minimum:

- (a) Detailed description of Services to be performed
- (b) Deliverables and acceptance criteria
- (c) Project timeline and milestones
- (d) Fees and payment schedule
- (e) Resource requirements and key personnel
- (f) Reporting requirements

2 Initial Services shall focus on strategic assessment and optimization of Client's Peak Performance Platform, including:

- (a) Technical architecture review and recommendations
- (b) AI/ML implementation assessment
- (c) IoT integration strategy
- (d) Process automation roadmap development

2. COMPENSATION AND PAYMENT

1 Client shall pay Consultant for Services in accordance with the fee schedule set forth in each SOW. Standard professional fees shall be:

- Partner/Principal: \$450 per hour
- Senior Manager: \$375 per hour
- Manager: \$325 per hour
- Senior Consultant: \$275 per hour
- Consultant: \$225 per hour

2 Expenses shall be billed at actual cost plus 5% administrative fee. All travel expenses must be pre-approved by Client and comply with Client's travel policy.

3 Invoices shall be submitted monthly and paid within 30 days of receipt.

3. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for 24 months, unless earlier terminated.

2 Either party may terminate this Agreement:

- (a) Upon 30 days written notice
- (b) Immediately for material breach not cured within 15 days of notice
- (c) Upon bankruptcy or insolvency of the other party

3 Upon termination, Client shall pay for all Services rendered through the termination date.

4. INTELLECTUAL PROPERTY

1 Client shall retain ownership of all pre-existing intellectual property.

2 Consultant shall own all pre-existing methodologies, tools, and frameworks used in performing Services.

3 Client shall own all deliverables created specifically for Client under this Agreement, subject to Section 4.2.

4 Consultant grants Client a perpetual, non-exclusive license to use Consultant's intellectual property incorporated into the deliverables.

5. CONFIDENTIALITY

1 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 Confidential information includes:

- (a) Technical specifications and architecture
- (b) Business plans and strategies
- (c) Customer data and relationships
- (d) Pricing and financial information
- (e) Employee information
- (f) Trade secrets and proprietary information

3 Confidentiality obligations survive termination for 5 years.

6. REPRESENTATIONS AND WARRANTIES

1 Consultant warrants that:

- (a) Services will be performed in a professional manner
- (b) Deliverables will materially conform to specifications
- (c) Services will comply with applicable laws and regulations
- (d) Personnel are properly qualified and licensed

2 Client warrants that:

- (a) It has authority to enter into this Agreement
- (b) It will provide necessary access and cooperation
- (c) It has rights to materials provided to Consultant

7. LIMITATION OF LIABILITY

1 Neither party shall be liable for indirect, incidental, consequential, or punitive damages.

2 Consultant's total liability shall not exceed fees paid for Services under the applicable SOW.

3 Limitations do not apply to:

- (a) Gross negligence or willful misconduct
- (b) Breach of confidentiality obligations
- (c) Intellectual property infringement
- (d) Bodily injury or property damage

8. INSURANCE

1 Consultant shall maintain:

- (a) Professional liability: \$5,000,000 per claim
- (b) Commercial general liability: \$2,000,000 per occurrence
- (c) Workers' compensation: Statutory limits
- (d) Cyber liability: \$5,000,000 per claim

9. GENERAL PROVISIONS

1 Independent Contractors. Parties are independent contractors.

2 Assignment. Neither party may assign without written consent.

3 Governing Law. Massachusetts law governs this Agreement.

4 Dispute Resolution. Mediation before litigation, except injunctive relief.

5 Entire Agreement. This Agreement constitutes the complete understanding of 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:

DELOITTE CONSULTING LLP

By:

Name:

Title:

Date: