



SOUTHBRIDGE TECHNOLOGIES, INC.  
ENTERPRISE SERVICES ORDER FORM

Order No. ST-AG-2026-0914

Effective Date September 14, 2026

1. PARTIES

PROVIDER

**Southbridge Technologies, Inc., a Delaware corporation**  
200 West Madison Street, Suite 1800  
Chicago, Illinois 60606  
Attn: Sarah Mitchell, Vice President, Enterprise Accounts  
Email: smitchell@southbridge-tech.com

CUSTOMER

**ApexGrid Infrastructure, Inc., an Illinois corporation**  
401 North Michigan Avenue, Suite 1500  
Chicago, Illinois 60611  
Attn: Laura Bennett, Vice President, Procurement  
Email: lbennett@apexgrid-infra.com

Laura Bennett is Customer's **Authorized Representative** for purposes of this Order Form and any Optional Service election under Section 4.

2. SERVICES AND PRICING

Customer orders the Services marked below. Optional Services may be added only during the Election Period under Section 4.

| Selection                           | Service                                                  | Description                                                                                                                                                            | Annual Fee      |
|-------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <input checked="" type="checkbox"/> | <b>SERVICE A - U.S. Core Infrastructure Platform</b>     | Hosted infrastructure operations platform for Customer's U.S. business, including configuration, implementation, onboarding and production access                      | <b>\$80,000</b> |
| <input checked="" type="checkbox"/> | <b>OPTION B - Predictive Grid Analytics</b>              | Activation and configuration of predictive analytics and operational forecasting functionality within Service A, including standard dashboards and model configuration | <b>\$20,000</b> |
| <input type="checkbox"/>            | <b>OPTION C - Canadian Operations Deployment</b>         | Extension of Service A to Customer's Canadian operations, including environment configuration, onboarding and production support                                       | <b>\$45,000</b> |
| <input type="checkbox"/>            | <b>OPTION D - 24/7 Managed Response &amp; Resilience</b> | 24/7 monitoring, alert triage, incident coordination and resilience support for environments covered by Service A                                                      | <b>\$55,000</b> |

**Initial Annual Fee: \$80,000.** All fees are stated in U.S. dollars and exclude applicable sales and use taxes.

3. TERM AND SERVICE COMMENCEMENT

The initial service term begins on September 21, 2026 and continues for twelve (12) months. Service A will be scheduled for production commencement on September 21, 2026. Any Optional Service timely elected under Section 4 will be scheduled to commence on September 21, 2026 and will run concurrently with the initial service term unless the Parties agree otherwise in writing.

4. OPTIONAL SERVICES - ELECTION PERIOD

Provider will reserve the pricing and implementation capacity shown in Section 2 for Options B, C and D through 12:00 p.m. Central Time on September 18, 2026 (the "Election Period") so that any timely elected Optional Service may be included in the September 21 deployment.

During the Election Period, Customer may add one or more Optional Services by delivering a written election from Customer's Authorized Representative that clearly identifies the Optional Service or Services elected. A written election may be made by email or by transmitting a copy of this Order Form with the applicable additional selection box or boxes marked.

An election delivered by email, whether contained in the email body or transmitted as an attachment, must bear the Authorized Representative's typed name or customary email signature block, intended to authenticate the election. Provider may begin provisioning an Optional Service upon receipt of the applicable written election.

5. IMPLEMENTATION

Following execution of this Order Form, Provider will begin implementation planning for Service A. Provider and Customer will coordinate access, technical prerequisites and deployment activities through their designated project teams.

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**6. FEES AND BILLING**

Promptly following the close of the Election Period, Provider will issue a single mobilization invoice equal to ten percent (10%) of the Annual Fees for Service A and all Optional Services elected as of that time.

The initial mobilization deposit will be credited against the Annual Fees. The remaining ninety percent (90%) of each Annual Fee will be invoiced in three equal installments, each equal to thirty percent (30%) of the applicable Annual Fee, one (1), five (5), and nine (9) months after the applicable Service commencement date.

Invoices are payable Net 30 from the invoice date and will be delivered electronically to ap@apexgrid-infra.com.

**7. MASTER SERVICES AGREEMENT; ORDER OF PRECEDENCE**

This Order Form is subject to and incorporates the Master Services Agreement dated September 14, 2026, between Southbridge Technologies, Inc. and ApexGrid Infrastructure, Inc. (the "MSA"). If this Order Form conflicts with the MSA with respect to service selection, pricing, the Election Period, billing mechanics or service commencement, this Order Form controls. In all other respects, the MSA controls.

**8. AUTHORITY AND ELECTRONIC EXECUTION**

Each individual executing this Order Form represents that he or she is authorized to bind the Party on whose behalf it is executed. Laura Bennett, Vice President, Procurement, is Customer's Authorized Representative for purposes of Section 4.

This Order Form may be executed in counterparts and by electronic signature. Electronic signatures and electronically transmitted counterparts are effective as originals.

**9. GOVERNING LAW; EXCLUSIVE FORUM**

This Order Form and the MSA are governed by the laws of the State of Illinois, without regard to conflict-of-law principles. Any action or proceeding arising out of or relating to this Order Form, the MSA or the Services shall be brought exclusively in the Circuit Court of Cook County, Illinois; provided, however, that any claim over which the federal courts have exclusive subject-matter jurisdiction shall be brought exclusively in the United States District Court for the Northern District of Illinois. Each Party irrevocably submits to the personal jurisdiction of the applicable court and waives any objection based on venue or forum non conveniens.

**10. ENTIRE AGREEMENT; AMENDMENTS**

This Order Form and the MSA constitute the Parties' agreement with respect to the Services ordered hereunder. Except for Optional Service elections expressly permitted by Section 4, any amendment to this Order Form must be in writing and signed by authorized representatives of both Parties.

**ACCEPTED AND AGREED**

**APEXGRID INFRASTRUCTURE, INC.**

By: \_\_\_\_\_  
Name: Laura Bennett  
Title: Vice President, Procurement  
Date: 9/14/2026

Signé par :  
  
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**SOUTHBRIDGE TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: Sarah Mitchell  
Title: Vice President, Enterprise Accounts  
Date: 9/14/2026

Signed by:  
  
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