

MASTER SERVICES AGREEMENT

Effective Date: September 14, 2026

This Master Services Agreement (the "Agreement" or "MSA") is entered into as of September 14, 2026, by and between:

SOUTHBRIDGE TECHNOLOGIES, INC.

a Delaware corporation
200 West Madison Street, Suite 1800
Chicago, Illinois 60606
United States
("Provider" or "Southbridge")

APEXGRID INFRASTRUCTURE, INC.

an Illinois corporation
401 North Michigan Avenue, Suite 1500
Chicago, Illinois 60611
United States
("Customer" or "ApexGrid")

Southbridge and ApexGrid may each be referred to as a "Party" and together as the "Parties."

1. DEFINITIONS

1.1 "Authorized Representative" means an individual identified in an applicable Order Form as authorized to act on behalf of a Party for the purposes specified in that Order Form.

1.2 "Customer Data" means data and content provided to Southbridge by or on behalf of ApexGrid for processing in connection with the Services.

1.3 "Order Form" means a written ordering document entered into by the Parties that identifies Services, fees, service terms or other commercial terms and expressly references this MSA.

1.4 "Services" means the products, hosted services, implementation services, support services and other services identified in an Order Form, including any Optional Service validly elected in accordance with that Order Form.

1.5 "Optional Service" means a Service identified in an Order Form as available for subsequent election by Customer in accordance with the election procedure stated in that Order Form.

2. SCOPE OF AGREEMENT

2.1 Order Forms. Southbridge will provide, and ApexGrid will purchase, the Services identified in mutually executed Order Forms. Each executed Order Form is incorporated into and forms part of this Agreement.

2.2 Optional Services. Where an Order Form permits Customer to elect an Optional Service after execution of that Order Form, the election will be governed exclusively by the procedure stated in the applicable Order Form. A valid election of an Optional Service becomes part of the applicable Order Form without requiring an amendment to this MSA.

2.3 Scope. Southbridge is not obligated to provide, and ApexGrid is not obligated to purchase, any Service that is not (a) identified as ordered in an executed Order Form, or (b) subsequently elected in accordance with the applicable Order Form.

3. PERFORMANCE OF SERVICES

3.1 Provider Obligations. Southbridge will perform the Services in a professional and workmanlike manner using personnel with appropriate skill and experience.

3.2 Customer Cooperation. ApexGrid will provide Southbridge with reasonable access to personnel, systems, facilities, information and technical resources reasonably necessary for performance of the Services.

3.3 Implementation. Implementation dates, milestones and service commencement dates will be those specified in the applicable Order Form or otherwise agreed in writing by the Parties.

3.4 Operational Communications. The Parties may use email and other ordinary electronic communications for project management, implementation, support and other operational matters. An operational communication does not modify an Order Form except where that Order Form expressly permits a specified action or election to be made by such communication.

4. FEES, INVOICING AND PAYMENT

4.1 Fees. ApexGrid will pay the fees stated in each applicable Order Form.

4.2 Invoicing. Southbridge may invoice ApexGrid in accordance with the billing schedule and payment structure stated in the applicable Order Form.

4.3 Payment. Unless otherwise stated in an Order Form, invoices are payable within thirty (30) days after the invoice date.

4.4 Invoice Disputes. If ApexGrid disputes an invoiced amount, it will notify Southbridge in writing within fifteen (15) days after receipt of the invoice and identify the amount and basis of the dispute. Notice under this Section 4.4 may be sent by email to billing@southbridge-tech.com, with a copy to Southbridge's account representative, and is not subject

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to Section 16.1. ApexGrid will timely pay any undisputed portion of the invoice. The Parties will work in good faith to resolve the disputed amount.

4.5 Taxes. Fees are exclusive of sales, use and similar transaction taxes imposed upon the Services, except for taxes based upon Southbridge's net income.

5. TERM

5.1 MSA Term. This MSA begins on the Effective Date and continues until terminated in accordance with this Agreement.

5.2 Order Form Term. Each Order Form remains effective for the term specified in that Order Form. Expiration or termination of this MSA will not, by itself, terminate an Order Form then in effect. Any such Order Form, together with the provisions of this MSA incorporated into it, will continue to govern until that Order Form expires or is terminated in accordance with Section 6.

6. TERMINATION

6.1 Termination for Material Breach. Either Party may terminate this MSA or an affected Order Form if the other Party materially breaches its obligations and fails to cure the breach within thirty (30) days after receiving written notice describing the breach.

6.2 Insolvency. Either Party may terminate this MSA immediately upon written notice if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to a bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

6.3 Effect of Termination. Expiration or termination of this MSA or an Order Form does not affect rights, remedies or payment obligations accrued before the effective date of expiration or termination.

6.4 Survival. Sections 4.3 through 4.5 (with respect to obligations arising before expiration or termination), 8, 9, 12, 13, 16, 19, 20, 22 and 23, together with any other provisions that by their nature are intended to survive, will survive expiration or termination of this MSA or any Order Form.

7. CHANGES TO SERVICES

7.1 Changes Requiring Agreement. Except as expressly provided in an Order Form, a material change to the scope, pricing or term of an ordered Service requires written agreement by authorized representatives of both Parties.

7.2 Optional Service Elections. An election of an Optional Service made in accordance with the procedure expressly established in an Order Form does not constitute an amendment to this MSA and does not require a separate change order unless the applicable Order Form states otherwise.

7.3 No Oral Modification. Oral discussions, meetings or telephone conversations do not amend this MSA or an Order Form. Nothing in this Section limits the effectiveness of an electronic communication where an applicable Order Form expressly permits an election or other action to be made by electronic communication.

8. INTELLECTUAL PROPERTY

8.1 Southbridge Technology. Southbridge retains all right, title and interest in and to its software, platforms, technology, methodologies, documentation and other pre-existing intellectual property.

8.2 Customer Materials. ApexGrid retains all right, title and interest in Customer Data and other materials supplied by ApexGrid to Southbridge.

8.3 Limited Rights. Each Party receives only those rights reasonably necessary to perform or receive the Services during the applicable service term. No ownership rights are transferred except as expressly stated in an Order Form.

9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" means non-public business, financial, commercial, technical or other information disclosed by one Party to the other that reasonably should be understood to be confidential.

9.2 Protection. Each receiving Party will (a) use Confidential Information only for purposes of performing or receiving the Services, (b) protect it using reasonable safeguards, and (c) disclose it only to personnel, contractors and professional advisers who have a legitimate need to know and are subject to confidentiality obligations.

9.3 Exclusions. Confidential Information does not include information that the receiving Party can demonstrate (a) was lawfully known without restriction before disclosure, (b) becomes public through no breach of this Agreement, (c) is received lawfully from a third party without confidentiality obligations, or (d) is independently developed without use of the disclosing Party's Confidential Information.

9.4 Required Disclosure. A Party may disclose Confidential Information where required by law or legal process, provided that it gives reasonable advance notice when legally permitted.

9.5 Duration. The obligations in this Section 9 continue for five (5) years after each disclosure of Confidential Information; provided, however, that with respect to information qualifying as a trade secret under applicable law, those obligations continue for so long as the information remains a trade secret.

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10. DATA SECURITY

10.1 Security Measures. Southbridge will maintain commercially reasonable administrative, technical and organizational safeguards appropriate to the nature of Customer Data processed in connection with the Services.

10.2 Security Incidents. Southbridge will notify ApexGrid without undue delay, and in any event within seventy-two (72) hours after confirming unauthorized access to or acquisition of Customer Data in Southbridge's possession or control, and will provide reasonable information and cooperation concerning the incident as it becomes available.

10.3 Customer Responsibilities. ApexGrid is responsible for maintaining reasonable security for its own systems, accounts, credentials and communications infrastructure, including access credentials used to receive the Services.

11. WARRANTIES

11.1 Mutual Authority. Each Party represents that (a) it is duly organized and validly existing, (b) it has authority to enter into this Agreement, and (c) the individual executing this MSA on its behalf has authority to bind it.

11.2 Services Warranty. Southbridge warrants that the Services will be performed in a professional and workmanlike manner and materially in accordance with the applicable Order Form and any written implementation specifications expressly agreed by the Parties.

11.3 Disclaimer. Except for warranties expressly stated in this Agreement or an Order Form, neither Party makes any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

12. INDEMNIFICATION

12.1 Provider Indemnity. Southbridge will defend ApexGrid against a third-party claim alleging that Southbridge technology supplied as part of the Services infringes a United States patent, copyright or trademark, and will pay damages finally awarded or agreed in settlement, subject to this Section.

12.2 Customer Indemnity. ApexGrid will defend Southbridge against third-party claims arising from materials or instructions supplied by ApexGrid that infringe third-party rights or violate applicable law.

12.3 Procedure. The indemnified Party must provide prompt notice, reasonable cooperation and control of the defense to the indemnifying Party, except that no settlement may impose liability or an admission upon the indemnified Party without its consent.

13. LIMITATION OF LIABILITY

13.1 Exclusion of Certain Damages. Except for the matters identified in Section 13.3, neither Party will be liable to the other for indirect, incidental, special, exemplary or consequential damages, including lost profits, arising from this Agreement.

13.2 Liability Cap. Except for the matters identified in Section 13.3, each Party's aggregate liability arising out of or relating to an Order Form will not exceed the fees paid or payable under the applicable Order Form.

13.3 Exclusions. The limitations in Sections 13.1 and 13.2 do not apply to (a) payment obligations for Services properly ordered, (b) breach of confidentiality obligations, (c) infringement or misappropriation of intellectual property rights, (d) indemnification obligations, (e) fraud or fraudulent misrepresentation, or (f) willful misconduct.

14. COMPLIANCE WITH LAW

Each Party will comply with laws and regulations applicable to its performance under this Agreement. Neither Party is responsible for the other Party's general regulatory compliance except to the extent expressly stated in an Order Form.

15. FORCE MAJEURE

Neither Party will be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, governmental actions, widespread telecommunications failures, labor disruptions or similar events, provided that the affected Party uses commercially reasonable efforts to mitigate the effect. This Section does not excuse payment obligations for Services already provided.

16. NOTICES

16.1 Formal Notices. Except for invoice disputes under Section 4.4 and ordinary business communications under Section 16.3, any notice of material breach, termination, indemnification claim or other notice expressly required under this MSA to be formal must be in writing and delivered by personal delivery or nationally recognized overnight courier to the applicable physical address below. A notice is effective upon actual delivery to that address, as evidenced by written receipt or courier tracking. For administrative convenience, a courtesy copy will also be sent to the applicable Legal Notice Email listed below; failure to send or receive the courtesy copy does not invalidate an otherwise properly delivered notice.

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If to Southbridge:

Southbridge Technologies, Inc.
200 West Madison Street, Suite 1800
Chicago, Illinois 60606
Attn: Legal Department
Legal Notice Email: legal@southbridge-tech.com

If to ApexGrid:

ApexGrid Infrastructure, Inc.
401 North Michigan Avenue, Suite 1500
Chicago, Illinois 60611
Attn: Legal Department
Legal Notice Email: legal@apexgrid-infra.com

16.2 Changes to Notice Details. Either Party may change its physical notice address or Legal Notice Email by notice delivered in accordance with Section 16.1.

16.3 Ordinary Business Communications. This Section 16 does not govern ordinary commercial or operational communications under an Order Form. In particular, an election, instruction, approval or other communication expressly permitted by an Order Form may be delivered in the manner specified in that Order Form.

17. ASSIGNMENT

Neither Party may assign this MSA or an Order Form without the prior written consent of the other Party, except in connection with a merger, corporate reorganization or sale of substantially all assets relating to the applicable business. Any prohibited assignment is void.

18. INDEPENDENT CONTRACTORS

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship, employment relationship or agency between them. Neither Party may bind the other except to the extent expressly authorized by this Agreement or an applicable Order Form.

19. GOVERNING LAW; EXCLUSIVE FORUM

This MSA and each Order Form 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 MSA, an Order Form 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 upon venue or forum non conveniens.

20. WAIVER; SEVERABILITY

Failure to enforce a provision of this Agreement does not constitute a waiver of that provision or any other provision. If any provision is held unenforceable, the remaining provisions remain in effect, and the invalid provision will be enforced to the maximum extent permitted by law.

21. ELECTRONIC SIGNATURES; COUNTERPARTS

This MSA and any Order Form may be executed in counterparts and by electronic signature. Electronic signatures and electronically executed counterparts will have the same effect as originals. This Section governs execution of contractual documents and does not limit any additional means of communication or authorization expressly permitted by an Order Form.

22. ENTIRE AGREEMENT; ORDER OF PRECEDENCE

22.1 Entire Agreement. This MSA, together with executed Order Forms, constitutes the entire agreement between the Parties concerning the Services and supersedes prior proposals, discussions and communications concerning the same subject matter.

22.2 Order of Precedence. In the event of an inconsistency, the applicable Order Form controls with respect to the particular Services, pricing, service selection, election periods, billing terms, service commencement and other transaction-specific commercial terms; this MSA controls in all other respects.

22.3 Amendments. This MSA may be amended only by a written instrument signed by authorized representatives of both Parties. Changes to an Order Form, including any Optional Service election, are governed by Section 7 and the applicable Order Form.

23. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties and creates no rights in any third party.

24. HEADINGS

Section headings are for convenience only and do not affect interpretation of this Agreement.

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ACCEPTED AND AGREED

APEXGRID INFRASTRUCTURE, INC.

By: _____
Name: Laura Bennett
Title: Vice President, Procurement
Date: September 14, 2026

Signé par :

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SOUTHBRIDGE TECHNOLOGIES, INC.

By: _____
Name: Sarah Mitchell
Title: Vice President, Enterprise Accounts
Date: September 14, 2026

Signed by:

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