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MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into as of October 24, 2023 (the "Effective Date"), by and between Brightfold Studio, LLC, with a principal place of business at 442 Post St, San Francisco, CA 94102 ("Agency"), and Northwind Logistics, Inc., with a principal place of business at 1200 Harbour Way, Richmond, CA 94804 ("Client").

1. SCOPE OF SERVICES
Agency shall provide strategic design, branding, and user experience services as detailed in individual Statements of Work. The initial focus for Northwind Logistics includes a complete overhaul of the "Northwind Navigator" fleet management dashboard, a refreshed corporate brand identity system, and design support for the Q1 customer portal launch.

2. TERM AND TERMINATION
The initial term of this Agreement shall be twelve (12) months from the Effective Date (the "Initial Term"). This Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Either party may terminate this Agreement for convenience with ninety (90) days prior written notice.

3. FEES AND PAYMENT TERMS
Client agrees to pay Agency an annual retainer fee of $180,000.00 USD for the Initial Term. This fee shall be billed in equal monthly installments of $15,000.00 USD. Invoices will be issued on the 1st of each month. Payment is due within fifteen (15) days of the invoice date (Net-15). Late payments shall accrue interest at a rate of 1.5% per month.

4. DELIVERABLES AND MILESTONES
The following high-level milestones are established for the first phase of the engagement:
- Phase 1: Discovery & Brand Audit (Month 1)
- Phase 2: User Experience Research & Dashboard Wireframes (Months 2-3)
- Phase 3: High-Fidelity Design & Prototyping (Months 4-6)
- Phase 4: Implementation Support & Asset Handoff (Months 7-8)
- Phase 5: Continuous Optimization & Portal Design (Months 9-12)

5. INTELLECTUAL PROPERTY
Upon full payment of all fees due, Agency hereby assigns to Client all right, title, and interest in and to the final deliverables created specifically for Client under this Agreement. Agency retains ownership of any pre-existing tools, code libraries, or methodologies used in the performance of the services.

6. CONFIDENTIALITY
Each party agrees to maintain the confidentiality of the other party s proprietary information, including business plans, customer lists, and technical data, using at

least the same degree of care it uses to protect its own confidential information.

7. INDEMNIFICATION
Agency shall indemnify and hold Client harmless from and against any third-party claims that the deliverables infringe upon any valid U.S. copyright or trademark. Client shall indemnify Agency against any claims arising from materials provided by Client for use in the project.

8. LIMITATION OF LIABILITY
Neither party shall be liable for any indirect, incidental, or consequential damages. The total liability of either party under this Agreement shall not exceed the total fees paid by Client to Agency in the twelve (12) months preceding the claim.

9. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

10. ENTIRE AGREEMENT
This document and any attached exhibits constitute the entire agreement between the parties and supersede all prior discussions or agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

BRIGHTFOLD STUDIO, LLC
By: /s/ Marcus Thorne
Name: Marcus Thorne
Title: COO
Date: October 24, 2023

NORTHWIND LOGISTICS, INC.
By: /s/ Sarah Jenkins
Name: Sarah Jenkins
Title: VP of Operations
Date: October 25, 2023