

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of March 1, 2026, between **Nordvale Analytics LLC** ("Vendor") and **Brightfield Retail Group Inc.** ("Client").

1. Services. Vendor shall provide data analytics, dashboard maintenance, and monthly reporting services as described in Exhibit A.

2. Term. This Agreement begins on March 1, 2026 and continues for an initial term of twelve (12) months ("Initial Term").

3. Fees. Client shall pay Vendor a monthly fee of \$8,000, invoiced in arrears, plus applicable taxes.

4. Payment Terms. Invoices are due within thirty (30) days of receipt. Late payments accrue interest at 1.5% per month.

5. Confidentiality. Each party shall maintain the confidentiality of the other party's proprietary information for a period of five (5) years following disclosure.

6. Intellectual Property. All pre-existing IP remains the property of its original owner. Deliverables created specifically for Client under Exhibit A shall be owned by Client upon full payment.

7. Warranty. Vendor warrants that services will be performed in a professional and workmanlike manner consistent with industry standards.

8. Termination.

8.1 Either party may terminate this Agreement immediately for material breach if the breach is not cured within fifteen (15) days of written notice.

8.2 Either party may terminate this Agreement for convenience, without cause, upon thirty (30) days' prior written notice to the other party.

9. Limitation of Liability.

9.1 Except for breaches of Section 5 (Confidentiality), Vendor's total liability arising out of or related to this Agreement shall not exceed the total fees paid by Client to Vendor in the twelve (12) months preceding the claim.

10. Force Majeure. Neither party shall be liable for delays caused by events beyond its reasonable control, including natural disasters, labor disputes, or governmental action.

11. Data Protection. Vendor shall implement commercially reasonable security measures to protect Client data and shall notify Client within 72 hours of any confirmed data breach.

12. Renewal and Termination Notice.

12.1 This Agreement shall automatically renew for successive twelve (12) month terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

12.2 Vendor shall provide a transition plan for any deliverables in progress at the end of the Term.

12.3 Fees for any renewal term shall be subject to a maximum increase of 5% over the prior term's rate.

12.4 Termination of this Agreement prior to the end of the then-current Term, for any reason other than breach under Section 8.1, requires ninety (90) days' written notice to allow for adequate transition of services and data.

13. Indemnification.

13.1 Vendor shall indemnify Client against third-party claims arising from Vendor's gross negligence or willful misconduct.

14. General Liability Cap.

14.1 The parties acknowledge that the limitations in this Agreement are a material inducement to enter into this Agreement.

14.2 Nothing in this Agreement shall be construed to limit either party's liability for gross negligence, willful misconduct, or breach of confidentiality obligations under Section 5.

14.3 Notwithstanding any other provision of this Agreement, Vendor's aggregate liability under this Agreement, including any indemnification obligations under Section 13, shall not exceed \$50,000.

15. Notices. All notices under this Agreement shall be sent in writing to the addresses listed in Exhibit B and shall be deemed effective upon receipt.

16. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

17. Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

[End of contract text. Exhibits A and B are referenced but not attached.]