SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on **July 8, 2025**, by and between:

- **Acme Data Solutions, Inc.**, a Delaware corporation with offices at 1420 Market Street, Wilmington, DE 19801 ("Provider"), and

- **Northfield Logistics LLC**, a New Jersey limited liability company with offices at 2201 Oakwood Blvd, Cherry Hill, NJ 08002 ("Client").

Recitals

WHEREAS, Client desires to engage Provider to perform certain data integration and analytics services; and

WHEREAS, Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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1. Services

1.1 **Scope of Services.** Provider shall provide the following services ("Services"):

a. Develop and deploy a data integration pipeline connecting Client's warehouse inventory system (NetSuite ERP) with Salesforce CRM.
 b. Configure weekly automated data quality reports delivered via email.
 c. Provide quarterly business insights presentations based on aggregated data.

1.2 **Service Schedule.** The Services shall commence on **August 1, 2025**, and continue for an initial term of **12 months**, unless terminated earlier as provided herein.

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2. Compensation

2.1 **Fees.** Client shall pay Provider a monthly service fee of **$8,500 USD**, payable within **30 days** of invoice receipt.

2.2 **Additional Hours.** Any work requested by Client beyond the scope defined in Section 1.1 shall be billed at an hourly rate of **$175 USD**.

2.3 **Expenses.** Client agrees to reimburse reasonable travel expenses incurred by Provider with prior written approval.

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3. Confidentiality

3.1 **Confidential Information.** Each party agrees to keep confidential and not disclose to any third party any non-public information received from the other party in connection with this Agreement.

3.2 **Exceptions.** This obligation does not apply to information that (a) was publicly available at the time of disclosure, (b) becomes publicly available through no fault of the receiving party, or (c) is required to be disclosed by law.

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4. Warranties and Representations

4.1 **Provider Warranties.** Provider warrants that it will perform the Services in a professional and workmanlike manner.

4.2 **Client Warranties.** Client warrants that it has the right to provide access to all systems and data necessary for Provider to perform the Services.

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5. Limitation of Liability

5.1 In no event shall either party be liable to the other for consequential, incidental, special, or punitive damages arising under this Agreement, even if advised of the possibility of such damages.

5.2 Provider's total liability under this Agreement shall not exceed **the total fees paid by Client to Provider under this Agreement in the twelve (12) months preceding the claim**.

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6. Term and Termination

6.1 **Term.** This Agreement shall remain in effect for **12 months**, unless earlier terminated.

6.2 **Termination for Convenience.** Either party may terminate this Agreement upon **60 days' prior written notice**.

6.3 **Termination for Cause.** Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within **30 days**.

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7. Miscellaneous

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

7.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals and understandings.

7.3 **Notices.** All notices shall be in writing and delivered to the addresses listed above, or to such other address as either party may later specify.

7.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Acme Data Solutions, Inc.	**Northfield Logistics LLC**
By: _____	By: _____
Name: John T. Erickson	Name: Sarah L. Morales
Title: Chief Executive Officer	Title: Managing Partner
Date: _____	Date: _____