## Exhibit A Order Form

Order Form No. P276903 Subscription Effective Date: 08/05/2025

This Order Form No. <u>P276903</u> (the "Order Form") is entered into between Evereve ("Client") and either (i) United Parcel Service, Inc., an Ohio corporation or (ii) the entity identified on the Jurisdiction-Specific Terms Appendix attached to and incorporated within the General Terms for the applicable Jurisdiction of Client Establishment ("UPS Customer Solutions"), is effective as of the date specified above (the "Order Form Effective Date") and governed by that certain Client Agreement between Client and UPS Customer Solutions (the "Client Agreement"). This Work Order is subject to the <u>Deposco Master Terms and Conditions</u> ("T&Cs"), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the T&Cs.

Jurisdiction of Performance: <u>United States</u> Initial Subscription Term: <u>60 months</u>

## PROJECT DESCRIPTION:

Pursuant to this Order Form, UPS contracts Deposco to perform activities for Client with respect to Project Initiation, Analysis & Design, Build & Configure, Training, Client's testing program, Go-Live & Follow-Up, Project Closure and Overall project management associated with Bright Suite Warehouse Management System for Evereve.

### PROJECT COST ESTIMATE AND BUDGET:

Project cost based on sixty (60) month subscription as quoted below. Price contingent on full sixty (60) month execution

of Client Agreement which supersedes the Client Agreement Subscription Term.

| Software Services   | Subscription Fees   |
|---|---|
| Solution Bundle Total                                       | Year 1: \$225,000/ year*  |
|   | Year 2: \$275,000/year  |
|   | Year 3: \$275,000/year  |
|   | Year 4: \$300,000/year  |
|   | Year 5: \$325,000/year  |
|   | *Subscription Start Date to commence 90 days after execution of this Order Form. 50% of the year one annual subscription shall be due at signature of this Order Form, the remaining 50% due November 1st, 2025 |
| Deposco Bright Warehouse Application:                       |   |
| Includes:   |   |
| <ul><li>Bright Warehouse Solution</li><li>Users</li></ul>   | Included in solution bundle fees  |
| o Unlimited Users for (1) Facility <b>♣ Minnetonka, MN</b>  | Included in solution bundle fees  |
| Deposco Bright Warehouse (Advanced Add-ons):                |   |
| <ul><li>Rate Shopping</li><li>Carton Optimization</li></ul> | <ul><li>Included in solution bundle fees</li><li>Included in solution bundle fees</li></ul>   |

| Deposco Bright Socket Application:  |   |
|---|---|
| Includes:   |   |
| Bright Socket Solution  | Included in solution bundle fees  |
| Deposco Bright Socket (Socket Connectors):  |   |
| Standard Sockets     o Stamps.com (Endicia – USPS): 116 Instances     o UPS: 116 Instances     o "Alternate" Carrier: 116 Instances     o Shopify: 116 Instances     o Shopify POS: 116 Instances | <ul> <li>Included in solution bundle fees</li> </ul>        |
| Deposco Bright Order Application:   |   |
| Includes:      Enterprise Inventory     Order Consolidation   | <ul> <li>Included in solution bundle fees</li> <li>Included in solution bundle fees</li> </ul>  |
| Deposco Bright Store Application:   |   |
| Includes:   |   |
| <ul> <li>115 Storefronts         <ul> <li>Bright Store operations capabilities</li> </ul> </li> <li>Additional Stores may be added</li> </ul>   | Included in solution bundle fees  |
|   | Additional \$1,100/store/year for Initial 5-Year Term     Store Operations Additional Stores (includes Bright     Store operations capabilities and associated supporting     socket instances (carriers + Shopify POS Integration) |
| Deposco Bright Performance Application  | , , , , , , , , , , , , , , , , , , ,   |
| Includes:   |   |
| Data Archive     Standard Dashboard and Reporting   | Included in solution bundle fees     Included in solution bundle fees   |
| Deposco Bright Certification Application  |   |
| Include Licenses:   |   |
| <ul><li>Bright Performance: 4 Users</li><li>Bright Warehouse: 4 Users</li><li>Bright Order: 4 Users</li></ul>   | <ul> <li>Included in solution bundle fees</li> <li>Included in solution bundle fees</li> <li>Included in solution bundle fees</li> </ul>  |

| Professional Services  | Service Fees  |
|--|---|
| Professional Services Total  | \$222,740   |
|  | • \$185/hour applied to the first 1,204 project hours completed   |
| Professional Services  |   |
| <ul> <li>Deployment Retainer</li> <li>Ongoing Professional Services</li> </ul> | <ul> <li>\$44,548 due at signing and will be applied to Implementation Services for the first 240.80 hours. Remaining professional services hours to be billed monthly as incurred.</li> <li>\$240/hour applied to professional services completed under a contract post-implementation and for out-of-scope</li> <li>This amount is only an estimate of the Professional Service hours needed and does not include travel expenses, which will be invoiced pursuant to the T&amp;Cs. Travel expenses incurred by UPS or Deposco in connection with Professional Services shall be approved in writing in advance by Evereve. Once the Estimated Implementation Services amount has been fully billed, the post implementation hourly rate will apply. Any out-of-scope work or additional change requests agreed upon by the Parties will be subject to the Post-</li> </ul> |

|  | <ul> <li>Implementation and Out-of-Scope Hourly Rate, even if such additional Professional Services are agreed upon during the initial Implementation Services.</li> <li>All work determined to be outside of the defined scope of services shall be subject to mutual written agreement. Out-of-scope services shall be invoiced at the post-implementation hourly rate of \$240/hour only after approval by Evereve through a formal change order.</li> </ul> |
|--|---|
|--|---|

| Other Items  | Services Free                           |
|--|---|
| Other Total  | \$0                                     |
| Deposco Bright Cloud Solution: Includes:  Tier 2 Solution  (2) Tenant Environments:  o (1) Production  o (1) Sandbox  Disaster Recovery Service  | Included with bundle subscription fees  |
|  | Included with bundle subscription fees  |
| Deposco Support Services:  |   |
| Deposco support services are detailed in Deposco Master Terms and Conditions.  • Standard Deposco Support included in bundled Subscription Fees. Evereve shall also receive additional success services as detailed below:  • Dedicated Deposco Customer Success Manager  • 24x7 Support | Included with bundle subscriptions fees |

# Schedule A Invoice Schedule

### **Implementation:**

- Due at signing (May 2025) \$44,548
  - o 20% Implementation Retainer
  - o Remaining Implementation hours are billed monthly as consumed: \$178,192

### **Subscription:**

- Year 1 (50% Due at signing + 50% due November 1st, 2025) \$225,000
  - o May 2025 \$112,500
  - o November 2025 \$112,500
- Year 2 Annually on Subscription Start Date Anniversary of (August 2026) \$275,000
- Year 3 Annually on Subscription Start Date Anniversary of (August 2027) \$275,000
- Year 4 Annually on Subscription Start Date Anniversary of (August 2028) \$300,000
- Year 5 Annually on Subscription Start Date Anniversary of (August 2029) \$325,000

### All payments are due:

- Thirty (30) days from invoice date per Client Agreement
- The same time payments are due under Carrier Agreement between United Parcel Service, Inc., an Ohio corporation and Client dated <u>05/05/2025</u>. In the event such Carrier Agreement terminates before the Client Agreement, timing of payments will revert back to default payment terms set forth in the Client Agreement.

Capitalized terms not defined in this Order Form have the same meanings ascribed in the Client Agreement. The parties agree that any change to this Order Form must be agreed to in writing by the parties pursuant to a change order. For avoidance of doubt, any software licensed to Client pursuant to the Client Agreement will not be considered a "Deliverable" under any agreement between the parties.

The parties hereto confirm their express agreement that this Order Form, and all documents and agreements directly or indirectly relating hereto, be drawn up in the English language.

IN WITNESS WHEREOF, UPS Customer Solutions and Client have so agreed as of the date written above:

UNITED PARCEL SERVICE, INC., an Ohio corporation

By: Ohris Staples

Name: Chr<sup>3</sup>15B04E411C54F5s

Title: President

**Date:** 5/6/2025 | 7:55 AM PDT

Title: CFO

**Client: Evereve** 

By:

Name:

Date: 5/5/2025 | 3:01 PM PDT

Michael Porter

Michael Porter