MASTER SOFTWARE DEVELOPMENT SERVICES AGREEMENT

This Master Software Development Services Agreement ("Agreement") is made effective as of November 20, 2025 ("Effective Date"), by and between:

Client: Apex Logistics Inc., a Delaware corporation ("Client")

Provider: Zenith Code Solutions LLC, a California limited liability company ("Provider")

1. DEFINITIONS

"Deliverables" means the custom software architecture, code, and documentation described in Statement of Work #1.

"Confidential Information" means any non-public technical or business information.

2. SCOPE OF SERVICES

Provider agrees to perform the services described in the attached Statement of Work (SOW). The total value of this engagement is fixed at $150,000 USD.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, unless terminated earlier.

3.2 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach and fails to cure such breach within thirty (30) days.

3.3 Immediate Termination. Notwithstanding the above, Client may terminate this Agreement immediately if Provider breaches Section 5 (Confidentiality) or Section 8 (Data Security).

4. PAYMENT TERMS

Client shall pay invoices within thirty (30) days of receipt. Late payments shall incur interest at a rate of 1.5% per month.

5. TIMELINE AND DELIVERABLES (The "Schedule")

Provider commits to the following delivery schedule:

(a) Phase 1: Requirement Analysis & Architecture Design

   - Due Date: Thirty (30) days after the Effective Date.

   - Acceptance Criteria: Written sign-off by Client CTO.

(b) Phase 2: Beta Version Release

   - Due Date: February 28, 2026.

   - Repercussion for Delay: If Provider fails to deliver the Beta Version by this date, Provider shall be liable for a penalty of $2,000 for every week of delay, capped at 10% of the total contract value.

(c) Phase 3: Final Production Launch

   - Due Date: May 15, 2026.

   - Critical Milestone: Time is of the essence for this deliverable.

(d) Post-Launch Support

   - Duration: Ninety (90) days commencing upon Final Production Launch.

6. WARRANTY AND LIABILITY

Provider warrants that the Software will perform substantially in accordance with the specifications for a period of 90 days from acceptance.

7. INDEMNIFICATION

Provider shall indemnify Client against any claims that the Deliverables infringe upon the intellectual property rights of a third party.

[SIGNATURE PAGE FOLLOWS]

_____ _____

Client Representative   Provider Representative

Date: Nov 20, 2025   Date: Nov 20, 2025