EXTRACT — KEY COMMERCIAL TERMS

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of **November 30, 2022** (the "**Effective Date**"), by and between **Northern Logistics Holdings, Inc.**, a Delaware corporation ("**Customer**"), and **Falcon Services, LLC**, a Delaware limited liability company ("**Provider**").

This excerpt reproduces selected commercial terms of the executed MSA. Definitions, schedules, and operational SOWs are omitted; the full document is held under separate cover by Provider's legal counsel.

§3 Services

3.1 Scope of Services. Provider shall furnish to Customer the field-services scope set forth in the Initial Statement of Work attached hereto as Exhibit A, together with any subsequent SOWs executed by the parties. Services shall be performed at the Customer locations identified on Schedule 3.1 and at additional locations added by mutual written agreement.

3.4 Volume Commitments. Customer shall direct to Provider not less than seventy-five percent (75%) of Customer's outsourced field-services spend at the Covered Locations during the Term, subject to the service-level requirements set forth in §5.

§7 Pricing

7.1 Pricing Schedules. The hourly rates, rate-card adjustments, and pass-through items applicable to the Services are set forth on Schedule 7.1, as may be adjusted in accordance with §7.3.

7.3 Annual CPI Adjustment. Effective January 1 of each calendar year during the Term, the rates set forth on Schedule 7.1 shall be adjusted by the lesser of (a) the percentage change in the U.S. CPI-U for the trailing twelve (12) months and (b) three and one-half percent (3.5%).

§12 Term and Termination

12.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of **five (5) years** from the Effective Date, expiring on **November 30, 2027** (the "**Initial Term**"), unless earlier terminated in accordance with this §12. **This Agreement does not contain an automatic renewal provision.** Any renewal of this Agreement following the Initial Term shall require the mutual written agreement of the parties, executed not less than ninety (90) days prior to the expiration of the Initial Term.

12.2 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' written notice in the event of a material breach by the other party that remains uncured at the expiration of such thirty-day period.

12.5 Termination for Convenience. Customer may terminate this Agreement, in whole or in part, for convenience upon one hundred eighty (180) days' prior written notice; provided that Customer shall reimburse Provider for documented wind-down costs as set forth in Schedule 12.5.

§14 Assignment

14.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; *provided* that Provider may assign this Agreement in connection with a sale of all or substantially all of its assets or equity, and may collaterally assign this Agreement to its lenders pursuant to its senior credit facility.

Sample disclosure: synthetic master services agreement excerpt prepared for public demonstration. Not derived from any actual customer or transaction.