

Master Services Agreement

Parties: Sellatica Systems ("Sellatica", "Architect") & Vanguard Cold-Chain LLC ("Client")

This Master Services Agreement ("Agreement") governs all professional and architectural engineering services provided by Sellatica Systems to the Client. Specific projects and deployments will be described in one or more Statements of Work ("SOW") that reference this Agreement.

1. Services

Sellatica will provide the professional services described in each mutually executed SOW (the "Services"). Services may include operational diagnosis, system topology architecture, model-agnostic AI agent development and integration, intelligent process automation (IPA) infrastructure, implementation, testing, operator training, runbook documentation, and related advisory work.

2. Statements of Work

Each SOW executed under this Agreement will describe, at minimum: (a) Scope of work and deliverables; (b) Timeline and milestone phases; (c) Fees and milestone payment schedule; (d) Acceptance criteria; (e) Client responsibilities and access dependencies; and (f) Any special assumptions or exclusions. In the event of an express conflict between this Agreement and a SOW, the SOW will control solely for that specific project.

3. Fees and Payment

Fees are set out in the applicable SOW. Unless otherwise specified in the SOW:

- Invoices are due within fifteen (15) days of issuance (Net 15 terms) via bank wire, ACH, or designated corporate payment rail.
- Late payments may incur interest at 1.5% per month (or the maximum rate permitted by law, whichever is lower).
- Sellatica may suspend Services and staging cutover for non-payment after written notice and cure window.
- All fees are exclusive of applicable taxes; Client is responsible for any applicable sales, use, excise, GST, VAT, or similar governmental assessments.

4. Intellectual Property

- **4.1 Client Materials:** Client retains all right, title, and interest in and to its pre-existing data, legacy ERP databases, TMS records, bills of lading, customer manifests, sensor streams, processes, trademarks, and confidential operational records provided to Sellatica ("Client Materials").
- **4.2 Sellatica Tools & Pre-Existing IP:** Sellatica retains all right, title, and interest in and to its pre-existing methodologies, frameworks, software tools, model orchestration architectures, agent libraries, know-how, and any improvements or derivatives thereto ("Sellatica IP").
- **4.3 Work Product:** Upon full payment of all fees due under the applicable SOW, Sellatica assigns to Client all right, title, and interest in and to the custom configurations, integration adapters, documentation, and deliverables specifically created for Client under that SOW ("Work Product"), excluding any Sellatica IP embedded therein. Sellatica grants Client an irrevocable, perpetual, non-exclusive, non-transferable (except to affiliates or successors in interest) worldwide license to use any embedded Sellatica IP solely as part of the Work Product for Client's internal business operations.
- **4.4 Client Data Privacy & Model Safeguards:** Client owns all data processed, ingested, or transformed by the deployed operating systems. Sellatica covenants and guarantees that zero Client data, freight records, or

commercial manifests will be utilized to train, retrain, or fine-tune public foundation AI models. All API integrations utilize enterprise agreements with explicit Zero-Data-Retention (ZDR) policies and cryptographic enclaves.

5. Confidentiality

Each party agrees to protect the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential information of like importance (but in no event less than reasonable care). Confidential Information includes the terms of this Agreement, SOWs, pricing, technical designs, schemas, Client operational telemetry, and any non-public information marked or reasonably understood as confidential. Obligations survive for three (3) years after termination (and indefinitely for trade secrets).

6. Client Responsibilities

Client acknowledges that timely delivery of the Services requires active cooperation. Client will: (a) Provide timely access to systems, TMS/ERP environments, API credentials, sample documents, telemetry feeds, and relevant personnel reasonably required for the Services; (b) Make operational decisions and provide milestone feedback within the agreed timeframes; (c) Ensure it has all necessary rights, licenses, and legal consents to provide Client Materials and data to Sellatica; and (d) Designate a primary technical and business point of contact with decision-making authority. Delays caused by Client dependencies may result in proportional schedule adjustments.

7. Warranties and Disclaimers

Sellatica warrants that Services will be performed in a professional, workmanlike manner consistent with generally accepted enterprise engineering standards. Except as expressly stated in this Agreement or an applicable SOW, the Services and deliverables are provided "as is." Sellatica disclaims all other warranties, express or implied, including statutory warranties of merchantability, fitness for a particular purpose, and non-infringement.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) Neither party will be liable to the other for any indirect, incidental, special, consequential, punitive, or lost-profits damages arising out of or in connection with this Agreement or any SOW; and (b) Sellatica's total aggregate liability under this Agreement and all SOWs combined will not exceed the total fees actually paid by Client to Sellatica under the applicable SOW in the twelve (12) months preceding the claim. These limitations apply regardless of the form of action.

9. Term and Termination

This Agreement commences on the Effective Date and continues until terminated. Either party may terminate this Agreement or any SOW: (a) For convenience upon thirty (30) days' prior written notice; (b) For material breach if the breach remains uncured thirty (30) days after written notice; or (c) Immediately if the other party becomes insolvent, enters receivership, or ceases operations. Upon termination, Client will pay Sellatica for all Services completed and approved milestone progress through the effective date. Provisions that by their nature should survive (IP, confidentiality, limitation of liability, governing law) will survive.

10. Non-Solicitation

During the term of this Agreement and for twelve (12) months thereafter, neither party will knowingly solicit for employment or hire any employee or key personnel of the other party directly involved in the Services, without prior written consent (excluding general public job postings).

11. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Texas (or Delaware as agreed), without regard to conflict of laws principles. Any dispute arising out of this Agreement will first be submitted to good-faith executive negotiation for thirty (30) days. If unresolved, either party may pursue binding arbitration under the rules of the American Arbitration Association (AAA) in Dallas, Texas, or proceed in federal or state courts having jurisdiction.

Electronic signatures, digital attestations, and cryptographic execution records generated via the authenticated Sellatica Command Center are valid, admissible, and legally binding under the United States Electronic Signatures in

Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001), the Uniform Electronic Transactions Act (UETA), and Section 10A of the Indian Information Technology Act, 2000.

12. General Provisions

This Agreement, together with all executed SOWs, constitutes the entire agreement between the parties and supersedes all prior oral or written discussions. Amendments must be in writing and signed by both parties. Neither party may assign this Agreement without prior written consent, except to an affiliate or successor in connection with a merger or sale of substantially all assets. If any provision is held unenforceable, the remainder continues in full effect.

Statement of Work: Hermes Cold-Chain Operating Layer

Issued under Master Services Agreement dated 30 September 2026 • Vanguard Cold-Chain LLC

1. Project Overview & Objectives

Sellatica will design, engineer, and deploy a production-grade autonomous agent layer ("Hermes Cold-Chain OS") that eliminates manual routing friction, human re-keying, and exception latency in Vanguard's cross-border refrigerated freight operations across Laredo / Pharr corridors and Monterrey.

- Latency Compression:** Compress average border exception cycle time from ~3.5 hours to under 10 minutes (96.5% cycle compression).
- Reclaimed Operational Bandwidth:** Reduce weekly dispatch coordinator manual effort from ~32 hours to edge-exception governance only (reclaiming 28 hours weekly / 112 hours monthly).
- Financial Leakage Elimination:** Target complete elimination of preventable demurrage penalties, driver yard detention (\$85/hr), and customer SLA chargebacks (targeting \$243,360/year net operational value unlocked).
- Client Asset Ownership:** Deliver a governed, fully documented system owned by Client with deterministic failovers, complete runbooks, and operator video SOPs.

2. Scope of Services & Deliverables

PHASE 1 – ARCHITECTURE VALIDATION & PILOT SANDBOX (WEEKS 1-2)

- McLeod LoadMaster schema mapping and TMS REST API endpoint discovery.
- Samsara IoT reefer telemetry ingestion pipeline design (core trailer temperature, ambient setpoint, fault codes).
- Broker clearance PDF parser and Mexican carrier document extraction pipeline (OCR + deterministic structured parsing).
- Historical manifest benchmark testing (benchmark of 50–120 manifests achieving ≥ 95% extraction accuracy).
- Isolated sandbox staging environment with end-to-end benchmark report and Architecture Decision Record (ADR).

PHASE 2 – PRODUCTION INTEGRATION & OPERATOR SHADOWING (WEEKS 3-5)

- Live webhook / API integrations connecting Samsara sensor streams and automated McLeod LoadMaster write-back pipe.
- Automated load status progression to 'Port Laredo Cleared' upon verified broker clearance and reefer temperature compliance.
- Autonomous exception triage routing and Slack/webhook alerting rules when temperature variance exceeds 1.5°F .
- Ten (10) business days of operator shadowing with side-by-side verification and edge-case handling.
- Production runbook draft delivery and exception handling protocols.

PHASE 3 – PRODUCTION CUTOVER, RUNBOOKS & HYPERCARE (WEEKS 6-7+)

- Controlled 100% production freight traffic cutover.
- Comprehensive operations runbook package: System Architecture Runbook, Failover & Recovery SOPs, and Video Handover Library.
- Fourteen (14) days of dedicated intensive hypercare monitoring with priority engineering desk and guaranteed sub-4 hour SLA.
- Formal acceptance review and executive knowledge transfer.

OUT OF SCOPE (UNLESS ADDED VIA FORMAL CHANGE ORDER)

Modifications to Client’s internal McLeod LoadMaster core server configuration beyond agreed REST endpoints; procurement of custom IoT hardware; ongoing 24/7 post-hypercare managed maintenance (available under separate Optimization Retainer); and training of staff beyond designated sessions.

3. Client Responsibilities

Client will provide: (a) Timely provision of McLeod LoadMaster REST API sandbox tokens and production credentials; (b) Samsara IoT API access and webhook URLs; (c) Sample bills of lading, SAGARPA stamps, and historical broker PDFs; (d) Designation of Marcus Vance (COO) as executive sponsor and lead dispatch supervisor as technical point of contact; and (e) Review and sign-off on milestone deliverables within five (5) business days.

4. Timeline

Target duration: approximately 6–8 weeks from kickoff, subject to Client dependencies. Specific milestone dates will be confirmed at kickoff and tracked in real-time in the Sellatica Client Portal.

5. Fees and Payment Schedule (50 / 30 / 20 Schedule)

Total Fixed Project Fee: \$30,500.00 USD (Fixed-price turnkey delivery; zero hourly billing surprises).

Milestone	Description & Deliverables	Fee (%)	Amount (USD)	Billing Trigger
Milestone 1	Kickoff & Mobilization (Contract execution + Phase 1 Sandbox start)	50%	\$15,250.00	Invoice INV-2026-081 (Due upon execution)
Milestone 2	Architecture Validation & Sandbox Acceptance (Phase 1 sign-off)	30%	\$9,150.00	Upon Client acceptance of Phase 1 deliverables
Milestone 3	Production Cutover & Final Acceptance (Phase 3 completion)	20%	\$6,100.00	Upon formal acceptance or completion of hypercare
TOTAL CONTRACT VALUE			\$30,500.00	Net 15 Bank Wire / ACH / Razorpay

Invoices are issued via the Sellatica Client Portal. Pre-approved travel or out-of-pocket expenses (if any) are billed strictly at verified cost.

6. Acceptance & Review Procedure

Deliverables are accepted when they materially conform to the specifications in this SOW. Client will have five (5) business days after formal delivery notice to review and test deliverables, or submit written notice of specific non-conformities. In the absence of written notice within five business days, deliverables shall be deemed accepted. Minor non-blocking deficiencies will be addressed within hypercare without halting milestone progression.

7. Change Control

Any material modification to scope, API architecture, delivery timeline, or fees must be documented in a written Change Order signed by both parties prior to proceeding.

8. Assumptions

Client systems (McLeod LoadMaster TMS, Samsara IoT, broker portals) remain operational and accessible during development; provided historical manifests are representative of production freight; and no third-party regulatory or carrier API deprecations occur that fundamentally alter cross-border protocols.

FORMAL EXECUTION & SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement and Statement of Work (SOW-VCC-2026-1) as of the Effective Date.

PROVIDER: SELLATICA SYSTEMS

CLIENT: VANGUARD COLD-CHAIN LLC

Nirman Khairnar

NAME: Nirman Khairnar
TITLE: Founder & Principal Architect
DATE: 30 September 2026
IDENTITY: nirman@sellatica.systems
STATUS: Verified Electronic Signature

Marcus Vance

NAME: Marcus Vance
TITLE: Chief Operating Officer
DATE: 01 October 2026 • 09:32 UTC
METHOD: Command Center Electronic Execution
ATTESTATION: Authorized Legal Signatory

CERTIFICATE OF COMPLETION & ELECTRONIC EXECUTION AUDIT TRAIL

This certificate confirms the digital signature execution, tamper-evident sealing, and legal chain of custody for the attached agreement.

DOCUMENT TITLE

Master Services Agreement & Statement of Work

DOCUMENT REFERENCE

SOW-VCC-2026-1

EXECUTION STATUS

FORMALLY EXECUTED & SEALED

FINAL COMPLETION TIMESTAMP

2026-10-01 07:58:27 UTC

ORIGINATING ARCHITECT & SERVICE PROVIDER

✓ SIGNED & EXECUTED

SIGNATORY

Nirman Khairnar (Founder)

ENTITY

Sellatica Systems

EMAIL

nirman@sellatica.systems

TIMESTAMP

2026-10-01 07:58:27 UTC

AUTHORIZED CLIENT EXECUTIVE SIGNATORY

✓ DIGITALLY EXECUTED

SIGNATORY

Marcus Vance (Chief Operating Officer)

CLIENT ENTITY

Vanguard Cold-Chain LLC

SIGNER EMAIL

marcus@vanguardcold.com

EXECUTION TIMESTAMP

2026-10-01 07:58:27 UTC

RECORDED CLIENT IP ADDRESS

172.56.21.89

CLIENT DEVICE & BROWSER USER-AGENT

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36

CRYPTOGRAPHIC INTEGRITY FINGERPRINT (SHA-256)

Pre-Execution Document Digest:

b7489438ac1dd5c62e806c9dba7873418d7e3f96453e0964c2b55673c3964915

Security Protocol: 256-Bit AES Read-Only Document Permission Lock Applied (Content Modification Disabled).

Legal Compliance & Admissibility Statement: This document was electronically signed and verified under the authority of the *United States Electronic Signatures in Global and National Commerce Act* (E-SIGN Act, 15 U.S.C. § 7001 et seq.), the *Uniform Electronic Transactions Act* (UETA), and Section 10A of the *Indian Information Technology Act, 2000*. Both parties explicitly agreed to conduct this transaction by electronic means. The recorded cryptographic hash, timestamps, IP address, and identity verification logs constitute a tamper-evident audit trail establishing the authenticity and enforceability of this agreement in any court of competent jurisdiction.