

Software Maintenance Agreement – Dr. Ethan McBride (Director of Engineering)

THIS AGREEMENT is made and entered into on 2025-07-06 (the “Effective Date”) by and between Umbrella Holdings plc (“Client”) and NebulaWorks Systems LLC (“Supplier”).

WHEREAS, Client desires to procure certain goods and/or services from Supplier, and Supplier agrees to provide such goods and/or services under the terms and conditions set forth herein;

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

1. Scope of Supply

Supplier shall provide the materials and/or services identified as: Enterprise Software Maintenance & SLA-based Support under Commodity Code 86111600 – Software Support and Maintenance Services. The Material Group classification is SOFTWARE.

2. Quantity and Pricing

Client shall procure a total quantity of 12 months units at a unit price of \$12,500/month EUR.

3. Guaranteed Spend

Client agrees to a guaranteed minimum spend of \$134461 during the Validity Period of this Agreement, from 2025-07-06 to 2026-07-06. This Guaranteed Spend shall be enforceable irrespective of actual usage or delivery, constituting a Take-or-Pay obligation unless explicitly waived by Supplier in writing.

4. Payment Terms

Supplier shall invoice Client in accordance with the agreed payment terms of 60 days, and Client shall remit payment accordingly. All invoices must reference Purchase Requisition Number PR-444563 and Supplier ID BP100003.

5. Delivery and Performance

Delivery of goods or execution of services shall occur within the timeframe specified as 2025-07-06 to 2026-07-06. Delivery shall be made to Plant ID US01, and source of supply shall be Preferred Vendor.

6. Discounts and Adjustments

The contractually applied discount rate is 5%, unless superseded by any negotiated amendment.

7. Tax and Compliance

Applicable tax code for this Agreement is TX002. Both parties agree to comply with all relevant tax regulations and reporting obligations.

8. Cancellation Policy

Either party may terminate this Agreement subject to the following cancellation policy: 90 days at any time. Any early termination by Client may result in a shortfall invoice to meet the Guaranteed Spend.

9. Contract Reference and Status

This Agreement shall be known internally by Contract Reference CTR-20250003 and is currently in status: Pending.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their authorized representatives:

Signed for and on behalf of Umbrella Holdings plc:

Name: Dr. Ethan McBride (Director of Engineering)

Signature: _____

Signed for and on behalf of NebulaWorks Systems LLC:

Name: John Smith (Director of Engineering)

Signature: _____