

Cloud Security Services Agreement – Marcus J. Vance (IT Security Lead)

THIS AGREEMENT is made and entered into on 2025-07-06 (the “Effective Date”) by and between Umbrella Holdings plc (“Client”) and AetherShield Technologies Inc. (“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: Advanced Cloud Threat Monitoring & Response under Commodity Code 81110000 – Cloud Infrastructure Security Services. The Material Group classification is SECURITY.

2. Quantity and Pricing

Client shall procure a total quantity of 12 months units at a unit price of \$10,000/month USD.

3. Guaranteed Spend

Client agrees to a guaranteed minimum spend of \$55122 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 30 days, and Client shall remit payment accordingly. All invoices must reference Purchase Requisition Number PR-687675 and Supplier ID BP100001.

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 US02, and source of supply shall be Preferred Vendor.

6. Discounts and Adjustments

The contractually applied discount rate is 15%, unless superseded by any negotiated amendment.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: 60 days written notice. 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-20250001 and is currently in status: Active.

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

Signed for and on behalf of Umbrella Holdings plc:

Name: Marcus J. Vance (IT Security Lead)

Signature: _____

Signed for and on behalf of AetherShield Technologies Inc.:

Name: John Smith (IT Security Lead)

Signature: _____