

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

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THIS AGREEMENT is made and entered into on 2025-07-06 (the “Effective Date”) by and between Nielsen 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The contractually applied discount rate is 15%, unless superseded by any negotiated amendment.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 Nielsen Holdings plc:

Name: Marcus J. Vance (IT Security Lead)

Signature: \_\_\_\_\_

Signed for and on behalf of AetherShield Technologies Inc.:

Name: Marcus J. Vance (IT Security Lead)

Signature: \_\_\_\_\_