

MASTER SERVICES AGREEMENT

EFFECTIVE DATE: January 1, 2024

BETWEEN:

NEBULA SAAS, INC., a Delaware corporation with its principal place of business at 100 Cloud Way, San Francisco, CA ("Provider");

AND

ACME ENTERPRISE SOLUTIONS, LLC, having its principal place of business at 123 Industrial Park, Chicago, IL ("Customer").

This Master Services Agreement (the "Agreement") governs the Customer's access to and use of Provider's software-as-a-service platform (the "Services").

ARTICLE 1: DEFINITIONS

1.1 **"Confidential Information"** means all non-public information disclosed by a party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential.

1.2 **"Customer Data"** means all data and information submitted by Customer to the Services.

ARTICLE 2: SERVICES AND SUPPORT

2.1 **Provision of Services.** Subject to the terms of this Agreement, Provider will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Agreement (SLA).

2.2 **Support.** Provider will provide 24/7 technical support via email and phone for critical issues, with a guaranteed response time of 4 hours.

ARTICLE 3: FEES AND PAYMENT

3.1 **Fees.** Customer shall pay Provider the fees as specified in the Order Form (the "Fees").

3.2 **Invoicing.** Fees will be invoiced annually in advance. Payment terms are Net 30 days from the date of invoice.

3.3 **Late Payments.** Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance.

3.4 **Most Favored Nation Pricing.** Provider represents and warrants that the pricing offered to Customer hereunder is the lowest pricing available to any of Provider's customers for similar services. If Provider offers a lower price to any third party for similar volume and services, Provider shall immediately reduce Customer's Fees to match such lower price, retroactively applicable to the Effective Date.

ARTICLE 4: TERM AND TERMINATION

4.1 **Term.** This Agreement commences on the Effective Date and continues for a period of three (3) years (the "Initial Term"), unless sooner terminated pursuant to this Agreement.

4.2 **Termination for Convenience.** Notwithstanding anything to the contrary in this Agreement, Customer may terminate this Agreement for any reason or no reason at all by providing Provider with ten (10) days' prior written notice. Upon such termination, Provider shall refund any prepaid Fees on a pro-rata basis.

4.3 **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement.

ARTICLE 5: CONFIDENTIALITY

5.1 **Protection of Confidential Information.** The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) to limit access to Confidential Information to those of its employees and contractors who need that access for purposes consistent with this Agreement.

ARTICLE 6: WARRANTIES AND DISCLAIMERS

6.1 **Warranty.** Provider warrants that the Services will perform materially in accordance with the user documentation.

6.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

ARTICLE 7: INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 **Indemnification.** Provider shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services infringes or misappropriates such third party's intellectual property rights.

7.2 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE UNLIMITED. PROVIDER SHALL BE LIABLE FOR ALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES.

ARTICLE 8: GENERAL PROVISIONS

8.1 **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws principles.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations.

NEBULA SAAS, INC.

**ACME ENTERPRISE SOLUTIONS,
LLC**

Signature

Signature

John Nebula

CEO

Date: December 3, 2025

Jane Smith

CTO

Date: December 3, 2025