

MASTER SUBSCRIPTION AGREEMENT

Agreement No: MSA-2025-04871

Effective Date: January 1, 2026

This Master Subscription Agreement ('Agreement') is entered into by and between:

Provider: Nimbus Analytics, Inc., a Delaware corporation, with principal offices at 450 Innovation Drive, Suite 300, Austin, TX 78701 ('Nimbus')

Customer: Bridgewater Manufacturing Group, LLC, a Colorado limited liability company, with offices at 1200 Industrial Parkway, Denver, CO 80204 ('Customer')

1. SCOPE OF SERVICES

Nimbus shall provide the following bundled services during the Subscription Term:

a) Cloud Platform License: Enterprise-tier access to the Nimbus Analytics Platform, including up to 500 named user seats, unlimited data ingestion, and API access. Standalone selling price: \$85,000/year.

b) Implementation Services: Configuration, data migration from Customer's legacy ERP system (SAP S/4HANA), custom dashboard development, and integration with Customer's existing Salesforce CRM instance. Estimated effort: 480 professional service hours over 4 months. Standalone selling price: \$144,000 (one-time).

c) Premium Support: 24/7 dedicated support with a designated Customer Success Manager, guaranteed 2-hour response SLA for Severity 1 issues, and quarterly business reviews. Standalone selling price: \$36,000/year.

d) Training Services: On-site training for up to 50 users (3 sessions of 2 days each) plus access to Nimbus University online learning portal for 12 months. Standalone selling price: \$25,000 (one-time).

2. SUBSCRIPTION TERM AND FEES

The initial Subscription Term is thirty-six (36) months, commencing on January 1, 2026 and ending on December 31, 2028.

Component	Standalone Price	Allocated Contract Price
Cloud Platform License (3 years)	\$255,000	See allocation
Implementation Services	\$144,000	See allocation
Premium Support (3 years)	\$108,000	See allocation
Training Services	\$25,000	See allocation
Total Standalone Selling Prices	\$532,000	
Total Contract Price (Negotiated)		\$360,000

Volume Discount Applied		32.3%
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3. PAYMENT TERMS

Customer shall pay \$10,000 per month for 36 months (\$360,000 total). The first payment is due upon execution of this Agreement. Subsequent payments are due on the first business day of each calendar month. Late payments accrue interest at 1.5% per month.

4. MATERIAL RIGHT — RENEWAL DISCOUNT

Upon expiration of the initial Subscription Term, Customer shall have the right to renew the Cloud Platform License and Premium Support at a 25% discount to the then-current list price, provided Customer renews within 30 days of expiration. This renewal discount is not available to new customers.

5. SIGNIFICANT FINANCING COMPONENT

The parties acknowledge that the monthly payment structure is provided for Customer's administrative convenience. Given that implementation services are delivered primarily in the first 4 months but payments are spread over 36 months, the parties have evaluated whether a significant financing component exists under applicable accounting standards.

6. ACCEPTANCE AND GO-LIVE

Implementation services shall be deemed accepted upon Customer's written sign-off or, absent written notice of deficiency, 15 business days after Nimbus delivers the final implementation milestone. The platform Go-Live date is targeted for May 1, 2026.

7. TERMINATION

Either party may terminate this Agreement for material breach with 30 days' written notice and opportunity to cure. Upon early termination by Customer without cause, Customer shall pay a termination fee equal to 50% of the remaining contract value.

8. INTELLECTUAL PROPERTY

All intellectual property rights in the Nimbus Platform remain with Nimbus. Customer retains all rights in its data. Custom dashboards developed under Section 1(b) shall be owned by Nimbus but licensed to Customer in perpetuity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NIMBUS ANALYTICS, INC.

BRIDGEWATER MANUFACTURING GROUP, LLC

Sarah Chen, CEO

Date: January 1, 2026

Michael Torres, CFO

Date: January 1, 2026