

MASTER SERVICE AGREEMENT

This Master Service Agreement (this “Agreement”) is between Paradise Technologies, Inc., a Florida corporation (“PTi”), and the client identified in an Order, Quote, or Statement of Work (“Client”). It sets forth the general terms under which Client may purchase managed services, project services, break/fix services, website and hosting services, hardware, software, subscriptions, and related professional services from PTi (collectively, the “Services”).

1. DEFINITIONS; STRUCTURE; ORDER OF PRECEDENCE

1.1 Definitions.

(a) “Effective Date” means the date on which this Agreement is executed by the last party to sign or otherwise accept it.

(b) “Order” means a written order for Services issued under this Agreement identifying the specific Services, covered assets, users, or locations, applicable fees, quantities, and transaction-specific terms. “Quote” means a written quote or proposal of Services and pricing issued by PTi; an accepted Quote constitutes an Order. “SOW” or “Statement of Work” means a written statement of work for project, installation, time-and-materials, or break/fix Services issued under this Agreement.

(c) “Onboarding Project Agreement” means the separate agreement, issued under this Agreement, that governs the onboarding, remediation, migration, configuration, and other implementation work performed before recurring managed Services commence for a Client.

(d) “Notice of Commencement” means PTi’s written confirmation, issued upon completion of onboarding in accordance with the applicable Onboarding Project Agreement, establishing the Services Commencement Date for the affected recurring managed Services.

(e) “Services Commencement Date” means, for each recurring managed Service, the date on which recurring managed-service billing, included remote support, and any applicable SLA obligations begin. The Services Commencement Date is the date stated in the applicable Order or, where onboarding, remediation, or other prerequisite work is required, the date PTi confirms in writing — by a Notice of Commencement or equivalent written confirmation — that onboarding has been completed.

(f) “Block Time” means prepaid hours of reactive labor purchased by Client and drawn down against support requests, as further described in Schedule E. Block Time may be purchased as a one-time block or as a recurring monthly allotment.

(g) “Block Time Order” means an Order or Quote for Block Time issued under this Agreement.

1.2 Structure; Incorporated Schedules. This Agreement is organized as follows: (a) this Master Agreement controls the parties’ relationship generally; (b) the following Schedules are incorporated into and made part of this Agreement: Schedule A (Acceptable Use Policy & Security Baselines), Schedule B (Support Hours & Service Level Agreement), Schedule C (Fee & Billing

Terms), Schedule D (Web Services), and Schedule E (Prepaid Block Time & Support Hours), together with any additional Schedule referenced in an Order or SOW; and (c) transactional documents — Orders, Quotes, SOWs, and any Onboarding Project Agreement — describe the specific Services, covered assets or users, fees, quantities, and transaction-specific terms.

1.3 Order of Precedence. In the event of a conflict, the order of precedence is: this Agreement, then the Schedules, then the applicable Order, Quote, or SOW; provided, however, that an Order, Quote, or SOW may expressly override a specific clause of this Agreement or a Schedule if it does so in clear written language.

2. ORDERS; FORMATION; CREDIT AUTHORIZATION

2.1 Each Order or SOW will specify the Services, covered locations, covered systems, any included hardware, software, licenses, or subscriptions, the applicable fees, and, where applicable, the Services Commencement Date. Client's signature, electronic acceptance, issuance of a purchase order, or direction to commence work constitutes an offer. PTi's countersignature, provisioning, shipment, or commencement of performance constitutes acceptance. Any Client purchase order or intake form is for Client's administrative convenience only, and any additional or inconsistent terms therein are rejected unless PTi expressly agrees to them in a writing signed by PTi.

2.2 Client authorizes PTi to obtain credit information reasonably necessary to provision Services, extend credit, and establish Client's account, and authorizes third parties to release such information to PTi and its affiliates.

2.3 PTi may rely on requests, approvals, and instructions from Client's designated owners, officers, billing contacts, technical contacts, and authorized administrators until Client revokes that authority by written notice.

3. USE OF SERVICES; SOFTWARE & HARDWARE LICENSE; THIRD-PARTY TERMS

3.1 Client will use the Services, and any PTi-provided or third-party hardware, software, or subscriptions associated with the Services, only in accordance with applicable law, this Agreement, the applicable Order or SOW, and Schedule A.

3.2 During the Term, PTi grants Client a limited, non-exclusive, non-transferable, revocable license to use any PTi-provided software, agents, scripts, documentation, or tools solely as necessary to receive the Services. Client will not reverse engineer, copy except for permitted backups, sublicense, circumvent technical protections, remove PTi-installed agents, or permit any third party to do so.

3.3 Some Services depend on third-party products, licenses, carriers, cloud platforms, and vendor terms (for example, Microsoft, Google, backup vendors, security vendors, ISPs, domain registrars, and telecommunications carriers). Client must accept and comply with all applicable third-party terms and remain responsible for all licenses, subscriptions, maintenance, and vendor commitments unless an Order expressly states that PTi is reselling or including a specific item. Where a third-party commitment exceeds the stated Term of a Service, the applicable Service will

be deemed extended as necessary to match the underlying third-party commitment, and Client remains responsible for all associated non-cancelable charges.

3.4 Maintenance Windows. PTi may suspend or limit portions of the Services for scheduled or emergency maintenance, patching, remediation, or operational reasons. Unless an applicable SLA expressly provides otherwise, such maintenance does not constitute a service failure.

3.5 Scope of Managed Services. Managed Services cover only the assets, users, locations, and service components expressly identified in the applicable Order or SOW. Third-party or line-of-business application support, data migration, custom integration, vendor escalation, onsite labor, project work, disaster recovery services, cybersecurity incident response, and support for printers, peripherals, BYOD devices, legacy systems, or unsupported systems are excluded unless expressly included in a signed Order or SOW and, even if addressed by PTi, are generally provided on a billable best-efforts basis.

4. INTELLECTUAL PROPERTY; MARKS

4.1 PTi and its suppliers retain all right, title, and interest in and to their respective software, tools, scripts, templates, processes, documentation, marks, trade secrets, methodologies, and other intellectual property, including all improvements and derivative works thereof. Client retains all right, title, and interest in Client Data and in Client-owned content. Except to the limited extent expressly stated in a signed Order or SOW and only after full payment of all amounts due, no ownership rights transfer to Client, and any project-specific deliverables are provided subject to PTi's retained rights in its pre-existing materials, general know-how, and reusable tools.

5. ACCEPTABLE USE; PRIVACY & POLICIES

5.1 Client, and its users, will comply with Schedule A. PTi may suspend or restrict Services immediately, with notice where practicable, to prevent harm, respond to a policy violation, address unsafe conditions, protect data or systems, or comply with law or third-party requirements. PTi may update its administrative, security, and service-delivery policies from time to time; current versions will apply prospectively, subject to Section 24.

5.2 Client is responsible for providing all legally required notices and obtaining all legally required consents relating to Client Data, end users, monitored systems, recordings, logs, and electronic communications. Unless the parties execute a separate written Business Associate Agreement, Data Processing Addendum, or comparable regulated-data addendum signed by both parties, PTi is not acting as Client's Business Associate, regulated-data processor, e-discovery custodian, records-retention advisor, or compliance counsel.

6. EMERGENCY CALLING (E911)

6.1 If an Order includes E911/911-enabled Services, Client must review and sign PTi's E911 acknowledgment, provide accurate and current service location information, promptly notify PTi of moves or configuration changes, and train its users regarding service limitations. Client will hold PTi harmless from claims arising from limitations or failures of E911/911 features associated with such Services, except to the extent caused by PTi's gross negligence or willful misconduct.

7. CUSTOMER PREMISES EQUIPMENT (CPE)

7.1 PTi may require use of PTi-supplied customer-premises equipment (“CPE”), whether purchased, leased, licensed, or made available as part of the Services. Risk of loss transfers on shipment or delivery. Client will keep CPE at the approved site, protect it from misuse or environmental harm, maintain replacement-value insurance, and use it only with the Services. Upon termination, expiration, replacement, or PTi’s request, any unpurchased or unreturned CPE must be returned within thirty (30) days in good condition, reasonable wear and tear excepted; otherwise PTi may invoice Client the then-current replacement or list price, plus shipping, taxes, and missing components.

8. FEES; INDEXATION; PRICE CHANGES

8.1 Client will pay the fees, minimum commitments, onboarding charges, pass-through charges, and taxes described in each Order, Quote, or SOW, plus any additional amounts due under this Agreement. Pricing for Services is established in the applicable Quote or Order, as further described in Schedule C.

8.2 Indexation. Unless an Order states a different escalator, recurring managed monthly fees will automatically adjust annually on the earlier of each service anniversary or January 1 by the greater of 3.5% or the CPI-U (All Urban Consumers). This indexation is the single source of the automatic annual adjustment referenced in the Schedules.

8.3 Renewal-Term Changes. After the Initial Term for a Service, PTi may modify recurring fees, minimums, service scope, plan packaging, and commercial terms for any Renewal Term. PTi will provide Client an updated Quote reflecting any such change at least seventy-five (75) days before the renewal effective date. Continued use after the effective date constitutes acceptance.

8.4 Adds, moves, changes, additional users, additional endpoints, added sites, added rooms, added servers, added storage, additional licenses, and other scope changes may be billed pro rata and will adjust recurring fees as of the date added. Client may not reduce committed minimums or remove covered quantities during a committed Term except as expressly stated in the applicable Order or as approved by PTi in writing.

9. EXPENSES; THIRD-PARTY PASS-THROUGH

9.1 Pre-approved out-of-pocket expenses, including travel, parking, shipping, parts, freight, carrier charges, lodging, and similar items reasonably incurred in performing the Services, will be invoiced at cost or at the rate stated in the applicable Order or SOW.

9.2 Third-party products and services that are annual, multi-year, prepaid, non-cancelable, or otherwise vendor-committed are Client’s responsibility for the full committed term and are nonrefundable upon early termination, downgrade, or scope reduction. If PTi prepays or advances such amounts, Client will reimburse PTi for all unpaid committed amounts within ten (10) days after invoice.

10. INVOICING & PAYMENTS

10.1 Managed Services (recurring) are invoiced monthly in advance, due on receipt, and in all events payable no later than the first day of the applicable service month. Before activation of recurring managed Services or the Services Commencement Date, Client must pay the first one (1) month of recurring fees, together with any onboarding, setup, installation, or hardware charges stated in the applicable Order, unless PTi agrees otherwise in writing. Unless the applicable Order expressly states otherwise, recurring managed-service billing, included remote support obligations, and any applicable SLA commitments begin on the Services Commencement Date, even if this Agreement was signed earlier. Any prepaid managed-services amounts secure Client's commitment, scheduling, staffing, vendor coordination, and pricing and are non-refundable except as expressly stated in this Agreement or required by law.

10.2 Projects, break/fix, and other non-recurring Services require a fifty percent (50%) deposit prior to commencement unless a signed Order or SOW provides different milestone billing. Progress invoices may be issued as stated in the Order or SOW. Final and other non-recurring invoices are due Net 15 from the invoice date.

10.3 Pro-rations apply for mid-cycle adds or changes. PTi may require ACH authorization or another approved payment method on file as a condition of service. Returned-payment fees apply. PTi may, at its option, charge interest on any balance that remains unpaid more than thirty (30) days after its due date at 1.5% per month, or the maximum allowed by law if lower. Client will reimburse PTi for all reasonable collection costs, court costs, and attorneys' fees incurred in collecting past-due amounts or enforcing payment obligations.

10.4 Client may not withhold, offset, back-charge, or recoup amounts due to PTi except for timely disputed charges raised in accordance with Section 11, and even then only as to the specific disputed amount.

10.5 Block Time. Prepaid Block Time fees are invoiced in advance and are due before the purchased hours are made available. Prepaid Block Time is non-refundable except as expressly stated in Schedule E. Block Time is reactive, best-efforts labor; it is not a managed-services plan, is not subject to the SLA in Schedule B, and does not require onboarding or a Notice of Commencement. Purchased hours are available upon payment, as further described in Schedule E.

11. BILLING DISPUTES

11.1 Client must dispute any invoice or charge in writing within thirty (30) days after the invoice date and include reasonable supporting detail. Undisputed amounts remain due when due. Failure to dispute within that period waives the dispute. PTi's acceptance of a late, partial, or marked "paid in full" payment does not waive any remaining balance or PTi's rights.

12. TAXES & SURCHARGES

12.1 Client is responsible for all applicable taxes, fees, duties, assessments, and surcharges arising from the Services or Client's purchases, including regulatory recovery charges, E911, universal service fees, communications taxes, sales and use taxes, and similar items. Valid

exemption certificates will be applied prospectively. Client will defend, indemnify, and hold PTi harmless from taxes, penalties, and interest arising from Client's failure to pay or properly claim exemption.

13. TERM; RENEWAL; SUSPENSION; TERMINATION

13.1 Effective Date; Services Commencement Date; Onboarding Prerequisite. This Agreement becomes binding on the Effective Date. Client acknowledges that PTi's obligation to deliver recurring managed Services, including any included remote support, monitoring response obligations, or SLA commitments, does not begin until the Services Commencement Date. Where onboarding, remediation, or other prerequisite work is required, that work is governed by the applicable Onboarding Project Agreement and is separately billable; recurring managed Services do not commence, and the Services Commencement Date does not occur, until PTi has completed onboarding in accordance with the Onboarding Project Agreement and issued a Notice of Commencement (or until the date stated in the applicable Order, if expressly agreed). PTi has no responsibility for issues, failures, vulnerabilities, unsupported conditions, or pre-existing deficiencies existing or arising before the Services Commencement Date.

13.2 Term. The Initial Term for each Service will be stated in the applicable Order or SOW and, unless the applicable Order expressly states otherwise, begins on the Services Commencement Date for that Service rather than the Effective Date. Unless an Order expressly states otherwise, the Essentials plan is month-to-month, and the Standard and Compliance plans each have an initial term of twelve (12) months. After the Initial Term, Services automatically renew for successive twelve (12) month renewal terms unless either party provides at least sixty (60) days' prior written notice of non-renewal; provided that Essentials renews month-to-month after its initial month-to-month period and may be non-renewed on thirty (30) days' prior written notice. Unless PTi expressly agrees otherwise in the applicable Order (including any waiver of minimums for a qualifying non-profit Client under Schedule C), minimum commitments are: Essentials — 10 endpoints; Standard — 10 endpoints and 10 users; Compliance — 10 endpoints and 10 users.

13.3 Suspension for Non-Payment or Material Risk. If any invoice remains unpaid more than ten (10) days after its due date, PTi may suspend Services, access, licensing, monitoring, dispatches, remote access, or deliverables, in whole or in part, after notice. PTi may also suspend or restrict Services immediately if Client's environment presents a material security issue, safety issue, compliance issue, supportability issue, abuse, unlawful conduct, or other material risk under Schedule A or this Agreement. Reinstatement, re-onboarding, or reconfiguration fees may apply.

13.4 Termination for Breach or Insolvency. Either party may terminate a Service or this Agreement for the other party's material breach if the breach remains uncured after written notice and a commercially reasonable cure period not to exceed thirty (30) days. PTi may terminate immediately for unlawful activity, repeated or intentional security-baseline violations, abusive or threatening conduct, unsafe site conditions, or Client's interference with PTi's ability to deliver the Services. Either party may terminate immediately upon the other party's insolvency, bankruptcy petition, assignment for the benefit of creditors, or similar insolvency event.

13.5 Early Termination Charges. If Client terminates, downgrades, or materially reduces a Service before the end of its then-current committed Term, other than for PTi's uncured material breach, Client's timely exercise of the Withdrawal Period described below, or as expressly permitted by an applicable written SLA remedy, Client will pay: (a) an early termination charge equal to ninety percent (90%) of the remaining recurring fees for the unexpired portion of the applicable commitment; (b) all unpaid onboarding, setup, hardware, license, subscription, or other committed charges; and (c) all non-cancelable third-party charges and pass-through obligations.

13.6 Withdrawal Period; Conditional Discounted Labor Rates. If Client executes this Agreement or an Order before managed Services begin in order to obtain discounted enrolled-client or managed-services pricing for onboarding, remediation, project, or other prerequisite work, Client may cancel the pending managed Services before the Services Commencement Date or terminate the affected managed Services for convenience within thirty (30) days after the Services Commencement Date (the "Withdrawal Period") by written notice. In that event, the Early Termination Charges in Section 13.5 will not apply; however, PTi may retroactively reprice all labor, onboarding, remediation, project, and related services provided in reliance on that managed-services commitment at PTi's standard non-contract rates in effect when such work was performed, less amounts previously paid, and Client shall pay the resulting difference within ten (10) days after invoice. The parties agree that this rate adjustment reflects a reasonable pricing modification based on removal of the underlying managed-services commitment and is not a penalty. Client remains responsible for any onboarding, setup, hardware, license, subscription, pass-through, or other committed third-party charges, and any prepaid managed-services amounts may be applied by PTi to the rate adjustment and other amounts due.

13.7 Off-Boarding; Access; Retention. Upon expiration or termination, and after payment of all amounts due, PTi will provide commercially reasonable transition cooperation at PTi's then-current hourly or project rates. Unless otherwise required by law or a signed Order, PTi may retain Client Data for up to thirty (30) calendar days after termination and may thereafter securely delete it without further notice. PTi may retain administrative access for up to thirty (30) days solely to remove PTi agents, tools, software, credentials, automations, and licenses. Client must cooperate to enable such removal. If Client blocks or delays removal, Client remains responsible for the associated third-party fees, licensing charges, and related costs until removal is completed.

13.8 Any export, migration, restoration, reconfiguration, knowledge transfer, or third-party coordination requested as part of offboarding is outside scope and billable. PTi is not required to maintain archived copies or provide data in any proprietary or transformed format unless expressly agreed in writing.

14. SECURITY; CLIENT BASELINE & INSURANCE

14.1 Security Baseline Required (Schedule A). Client must maintain the minimum security, licensing, backup, supportability, and environmental requirements set forth in Schedule A and any applicable Order. If Client declines PTi's recommended stack, blocks required tools, falls out of compliance, or requests or causes an approved variance, Client assumes the associated risk, PTi may limit support to best efforts or suspend the affected Service, and PTi's liability for incidents, outages, losses, or costs traceable to that variance or noncompliance is disclaimed to the fullest extent permitted by law.

14.2 No security, monitoring, or backup service is one hundred percent effective, and PTi does not guarantee prevention, detection, quarantine, removal, or recovery from malware, phishing, business-email compromise, ransomware, insider threats, vendor outages, data corruption, or unauthorized access. Unless an Order expressly states otherwise, PTi does not guarantee backup job success, restore success, recoverability, retention compliance, recovery time objectives, recovery point objectives, audit passage, regulatory compliance, cyber-insurance eligibility, or uninterrupted access to third-party cloud or vendor services. Client is solely responsible for selecting the data, systems, applications, and retention periods it wants protected and for maintaining cyber insurance and other insurance appropriate to its risk profile.

14.3 Manual restore testing, disaster recovery exercises, business continuity consulting, incident response, forensic work, breach notification assistance, disaster recovery execution, and cybersecurity remediation are outside standard recurring managed Services and are billable as project or emergency labor unless expressly included in a signed Order or SOW.

15. WARRANTIES; DISCLAIMERS

15.1 PTi warrants that Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practice. PTi's sole and exclusive obligation, and Client's sole and exclusive remedy, for any breach of this warranty is re-performance of the affected Service or, if applicable, the specific service credits stated in Schedule B. Except for the foregoing limited warranty, and to the maximum extent permitted by law, the Services, software, hardware, documentation, integrations, advice, recommendations, and deliverables are provided "AS IS" and "AS AVAILABLE." PTi disclaims all implied warranties, including merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment, course of dealing, course of performance, and usage of trade. PTi does not warrant that Services will be error-free, uninterrupted, compatible with all third-party products, immune from third-party attacks, or sufficient to meet Client's legal, regulatory, insurance, or operational requirements.

16. LIMITATION OF LIABILITY

16.1 No Indirect Damages. To the maximum extent permitted by law, PTi will not be liable for any loss of profits, revenue, goodwill, anticipated savings, business opportunity, use, production, business interruption, data loss, data corruption, loss of coverage, costs of substitute services, or similar indirect, incidental, special, exemplary, punitive, or consequential damages, whether based in contract, tort, strict liability, statute, or otherwise, even if advised of the possibility of such damages.

16.2 Aggregate Caps. PTi's total aggregate liability arising out of or relating to the Services, this Agreement, any Order, or any SOW will not exceed: (a) for Services subject to SLA credits, the specific service credits provided in Schedule B, which are Client's sole and exclusive monetary remedy for SLA-related claims, subject to the caps stated therein; (b) for all other Services, the lesser of three (3) months of recurring fees for the affected Service or the fees actually paid by Client for the affected Service during the three (3) months immediately preceding the event giving rise to the claim; and (c) for software, hardware, licenses, subscriptions, telecommunications, cloud, hosting, carrier, or other third-party pass-through items, the lesser of \$100 or the amount,

if any, actually recovered by PTi from the applicable third-party provider attributable to Client's claim.

16.3 Claims must be commenced within one (1) year after the cause of action accrues. The parties acknowledge that the disclaimers, exclusions, and limitations in this Agreement are material to pricing, allocate risk between the parties, and will survive termination or expiration.

17. INSURANCE

17.1 PTi will maintain commercially reasonable business insurance customary for a managed services provider of its size and scope. Client will maintain insurance appropriate to its operations, including property insurance for equipment located at Client sites and cyber/privacy/network security coverage appropriate to Client's risk profile. Any PTi subcontractor may satisfy insurance requirements through its own policies or PTi's policies. PTi will provide evidence of insurance upon reasonable written request where commercially available.

18. INDEMNIFICATION

18.1 Client will defend, indemnify, and hold harmless PTi, its affiliates, and its and their officers, directors, employees, contractors, and agents from and against any third-party claim, demand, investigation, fine, penalty, loss, liability, damage, judgment, settlement, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) Client's or its users' misuse of the Services; (b) Client's breach of this Agreement, Schedule A, or any applicable law or third-party term; (c) Client Data, Client content, Client instructions, or Client-supplied materials; (d) unlicensed, infringing, or unauthorized software, content, devices, or configurations supplied or directed by Client; (e) bodily injury, property damage, or unsafe conditions at a Client-controlled site, except to the extent caused solely by PTi's gross negligence or willful misconduct; or (f) any claim arising from Client's failure to maintain required security, supportability, or licensing baselines.

19. FORCE MAJEURE

19.1 Neither party will be liable for delays or failures caused by events beyond its reasonable control, including acts of God, fire, flood, hurricane, utility failure, labor disputes, internet or carrier failure, supply-chain disruption, vendor outage, pandemic, epidemic, cyberattack not caused by the affected party, governmental action, civil disturbance, or unavailability of required materials. The affected party may suspend performance during the event and will use commercially reasonable efforts to mitigate and resume performance. Force majeure does not relieve Client of payment obligations for Services already rendered, committed third-party charges, or Services made available before suspension.

20. RELATIONSHIP OF PARTIES; ASSIGNMENT; SUBCONTRACTING

20.1 The parties are independent contractors. Nothing in this Agreement creates a partnership, fiduciary relationship, employment relationship, agency, or joint venture. PTi may subcontract, delegate, or assign this Agreement, in whole or in part, to an affiliate or in connection with a merger, acquisition, financing, corporate reorganization, or sale of substantially all assets. Client

may not assign this Agreement, any Order, or any SOW, whether by contract, change of control, merger, or operation of law, without PTi's prior written consent, which PTi may withhold in its reasonable discretion.

21. CONFIDENTIALITY

21.1 Each party receiving Confidential Information will protect it using at least reasonable care and will use it only as necessary to perform or exercise rights under this Agreement. Confidential Information does not include information that is or becomes public without breach, is already known without duty of confidentiality, is independently developed without use of the disclosing party's information, or is rightfully received from a third party without restriction. Compelled disclosure is permitted to the extent legally required, provided the receiving party gives prompt notice where lawful. Confidentiality obligations survive for five (5) years after termination, except trade secrets, which remain protected for so long as they remain trade secrets under applicable law. PTi may use de-identified and aggregated operational data derived from delivery of the Services for internal analytics, benchmarking, security, and service improvement, provided such data does not identify Client.

22. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

22.1 Mediation First. Before filing suit, the parties will attempt in good faith to resolve any dispute through business-level discussions and then non-binding mediation in Monroe County, Florida. Each party will bear its own fees and one-half of the mediator's fees.

22.2 If a dispute is not resolved by mediation, either party may bring an action exclusively in the state courts of Monroe County, Florida, or the federal courts sitting in the Southern District of Florida, Key West Division. Florida law governs, without regard to conflicts-of-law principles. The prevailing party is entitled to recover its reasonable attorneys' fees and costs. Each party knowingly waives any right to trial by jury to the fullest extent permitted by law. Nothing in this Agreement prevents either party from seeking temporary, preliminary, or permanent injunctive or equitable relief to prevent imminent harm or protect confidential information, security, or intellectual property.

23. NOTICES

23.1 Notices under this Agreement must be in writing and sent by personal delivery, reputable overnight courier, certified U.S. mail return receipt requested, or email to the notice addresses stated in the applicable Order or otherwise designated in writing. Notices by email are effective when sent without bounce-back and, if requested by the sender, confirmed by reply or other reasonable evidence of transmission. Client consents to electronic notices, invoices, ticketing communications, service notices, and operational notices.

24. ENTIRE AGREEMENT; CHANGES; WAIVER; SEVERABILITY; COUNTERPARTS

24.1 This Agreement, together with the incorporated Schedules and Orders/Quotes/SOWs, constitutes the complete and exclusive agreement between the parties regarding its subject

matter and supersedes all prior or contemporaneous proposals, negotiations, understandings, and agreements on that subject. No amendment, waiver, or exception is effective unless in writing and signed by the party to be bound, except that PTi may update operational policies and Schedules on at least thirty (30) days' notice, with materially adverse economic changes applying prospectively at renewal unless required sooner by third-party terms or law. Headings are for convenience only. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remainder will remain in effect. A waiver on one occasion is not a waiver on any other occasion. Executed counterparts, PDFs, scans, and electronic signatures are binding and deemed originals.

25. INCORPORATED SCHEDULES; ACKNOWLEDGMENT; SIGNATURES

25.1 By signing below, Client acknowledges that it has received, reviewed, and agrees to be bound by this Agreement and the incorporated Schedules (A, B, C, D, and E), which Client initials to confirm receipt and acceptance. A single signature on this Agreement executes the Agreement and all incorporated Schedules; Client is not required to sign each Schedule separately.

CLIENT:

Entity Name: _____

By (Signature): _____ Date: _____

Name: _____

Title: _____

PARADISE TECHNOLOGIES, INC. ("PTI"):

By (Signature): _____ Date: _____

Name: _____

Title: _____