TERMS AND CONDITIONS FOR TECHNOLOGY SERVICES

1. SERVICES.

A. Customer hereby engages Phase as an independent contractor, and Phase agrees to act as an independent contractor to Customer, its parents, subsidiaries, affiliates and related entities, to provide, arrange and/or to perform certain design and/or installation services and/or sell certain Technology (as defined below) for individual project assignments (each a "***Project***"). The Technology Services (as hereinafter defined) and/or sale of Technology for each Project will be set forth in each Project specific solution proposal, scope of work, or bill of materials (collectively, the "***Technology Bundle***") and, upon written or email approval by Phase and Customer, the design and/or installation of each Technology Bundle will become effective and incorporated into these Terms and Conditions for Technology Services (the "***Technology Services***"). Customer acknowledges and agrees that Phase may use affiliates and third parties to perform some of the Technology Services hereunder.

B. Phase, as part of the Technology Services, may sell to Customer the technology itemized in each Technology Bundle (the "***Technology***") subject to the terms and conditions contained in these Terms and Conditions for Technology Services and the Technology Bundle. If, as part of the Technology Services, Phase sells Technology to Customer, Customer acknowledges and agrees that under no circumstances is Customer allowed to refuse delivery of the Technology or request that Phase take back the Technology for any reason other than material non-conformance with the Technology Bundle. Notwithstanding the foregoing, if Customer needs to delay the Technology Services, the parties shall enter into a Change Order documenting the need for such delay and storage of the Technology, if applicable. The designs and specifications of all Technology sold are subject to change without notice and, in the event of any changes, Phase will have no obligation to make similar changes in the Technology that Customer previously ordered. All sales are final and may not be revoked, canceled, or returned by Customer, unless Phase specifically agrees in advance in writing.

C. If, as part of the Technology Services, Phase needs to access, use, incorporate, modify, or connect any Customer provided equipment ("***Customer Equipment***"), Customer shall ensure that such Customer Equipment is in good working condition. Except where Phase is grossly negligent and is the direct cause of loss, damage or inoperability of the Customer Equipment, Phase shall not have any responsibility or liability for any loss, damage, malfunction or failure of Customer Equipment.

2. THIRD-PARTY CONTENT, SERVICES AND WEB SITES

A. "***Third-Party Content***" means all services, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third-party sources outside of Phase that Customer may access through, within, or in conjunction with Customer's use of, the Technology Services. Examples of Third Party-Content includes data feeds from social network services, rss feeds from blog posts, data marketplaces and libraries, dictionaries, and marketing data.

B. The Technology Services may enable Customer to link to, transmit Customer data, or otherwise access third parties' websites, platforms, content, products, software, applications, services, and information. Phase does not control and is not responsible for such third parties' websites, platforms, content, products, services, or information.

C. Customer acknowledges and agrees that: (a) the nature, type, quality and availability of Third-Party Content may change at any time during or after the Technology Services are provided and, for purposes of these Terms and Conditions for Technology Services "***Third-Party Content***" means data and information that is from third party sources, and (b) features of the Technology Services that interoperate with third-party hardware, software, applications, programs, data, information, interfaces, application programming interfaces (APIs) and other services (each, a "***Third-Party Service***"), depend on the continuing availability of such third parties' respective Third-Party Service. Phase may need to update, change or modify the Technology Services under these Terms and Conditions for Technology Services as a result of a change in, or unavailability of, such Third-Party Content, Third-Party Service or APIs. If any third party ceases to make its Third-Party Content, Third-Party Services, or APIs available on reasonable terms for the Technology Services, as determined by Phase in its sole discretion, Phase may cease providing access to the affected Third-Party Content or Third-Party Service without any liability to Customer. Any changes to Third-Party Content, Third-Party Services or APIs, including their unavailability, during or after the Technology Services are provided does not affect Customer's obligations under these Terms and Conditions for Technology Services, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

D. Customer will be responsible, at Customer's sole cost and expense, for establishing, purchasing and maintaining all Third-Party Services which includes on-premises, local, mobile, and hosted applications, Internet access, hardware, storage space and services, sufficient bandwidth and network connectivity, other requirements necessary to access and use the Technology Services in a secure environment. Customer acknowledges and agrees that: (a) access to and use of the Technology Services requires the payment of third-party fees and Customer is responsible for paying such fees; and (b) the Technology Services may be hosted and maintained by one or more third parties under contract with Phase. Phase may deliver Third-Party Services to Customer for use with the Technology Services, which may be identified by Phase in the Technology Bundle. Phase is not an agent of any third party providing or selling Third-Party Services. Any agreements relating to any Third-Party Services are solely between Customer and the applicable third party. Phase has no liability for or relating to any Third-Party Services and Phase does not control, endorse or accept responsibility for any third parties and Customer irrevocably waive any claims against Phase with respect to such Third-Party Services.

E. ANY THIRD-PARTY CONTENT AND THIRD-PARTY SERVICES THAT PHASE MAKES ACCESSIBLE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT PHASE IS NOT RESPONSIBLE FOR, AND HAS NO OBLIGATION TO CONTROL, MONITOR, OR CORRECT THIRD-PARTY CONTENT OR THIRD-PARTY SERVICES. PHASE DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD-PARTY CONTENT AND THIRD-PARTY SERVICES.

3. TERM AND TERMINATION. Either party may terminate these Terms and Conditions for Technology Services at any time upon thirty (30) days advance written notice to the other; provided, however, that all financial obligations of Customer shall remain in full force and effect until Phase has been paid in full. Notwithstanding the foregoing, the following constitute a material default and either party may terminate these Terms and Conditions for Technology Services immediately by giving written notice to the other party: (i) if all or a substantial portion of the other party's assets are transferred to an assignee for the benefit of creditors; (ii) if a receiver, trustee in bankruptcy, or person with similar powers, has been appointed with respect to the other party; or (iii) the other party is generally not paying its debts as they become due. It shall be a material default if Customer fails to pay any monies due Phase within ten (10) days of the date originally due and payable under these Terms and Conditions for Technology Services. In addition, Phase may suspend the Technology Services or cancel the sale of any and all Technology not yet delivered, installed, and paid for by Customer if: (a) Customer is in default under these Terms and Conditions for Technology Services at any time; (b) Customer is the subject of a proceeding under the bankruptcy laws; or (c) it appears to Phase that Customer's financial condition is such that Customer will not be able to pay for the Technology and Technology Services when payment is due.

4. TRANSFER OF TITLE. Customer, as a means of recycling, destroying or otherwise discarding certain old or used product which, for purposes of these Terms and Conditions for Technology Services may include such things as televisions, audio visual equipment, cabling, paneling, or other tangible items (the "***Goods***"), may desire to tender all right, title and interest in and to the Goods to Phase. Customer acknowledges and agrees that by tendering all right, title and interest in and to the Goods to Phase, Customer shall not have any further claim or right to the Goods. Customer further acknowledges and agrees that by tendering all right, title and interest in and to the Goods

© 2026 Phase Integration, LLC. All Rights Reserved

to Phase, Customer is waiving any and all claims of ownership, possession, loss, damage, destruction, liquidation, conversion or profits from sale of the Goods. Customer represents and warrants to Phase that it is authorized to deliver all right, title and interest in and to the Goods to Phase. Customer shall have no further claim to the Goods and Phase may sell, dispose of, give away or otherwise the Goods as Phase elects in its sole and absolute discretion.

5. INDEMNIFICATION. Phase agrees to indemnify, defend and hold harmless Customer from and against any and all claims, liabilities, losses, damages, injuries or expenses (including attorney's fees) arising out of claims of intellectual property infringement, personal injury and/or property damage to the extent caused by any breach of these Terms and Conditions for Technology Services by Phase or Phase's negligence or intentional misconduct. Customer agrees to indemnify, defend and hold Phase harmless from and against all claims, liabilities, losses, damages, injuries or expenses to the extent caused by or arising from (i) any breach by Customer of these Terms and Conditions for Technology Services; (ii) Customer's violation of law; or (iii) Customer's actions, inactions, negligence or intentional misconduct. In addition, if Customer requests Phase to handle any Technology or Goods that are owned by Customer or a third party, Customer shall indemnify, defend and hold Phase harmless from and against all damages, liability, claims, losses (including losses of data, personal health information, or personally identifiable information) and expenses (including attorney's fees) resulting from Phase's handling of such Goods. In no event shall Phase be liable for any consequential, special, incidental or punitive damages, including, but not limited to, loss of profit, revenue, overhead, inconvenience, use, contract, lease or production or increased costs arising out of or relating to these Terms and Conditions for Technology Services, the Technology Services, or the Technology.

6. WARRANTIES AND CLAIM FOR TECHNOLOGY. Phase warrants that the Technology Services will be provided in a professionally diligent manner by qualified personnel. Phase will respond with qualified personnel to remedy any Technology Services deemed defective within thirty (30) days after receipt of such Technology Service. Phase will use its commercial best efforts to obtain for Customer any warranty provided by the manufacturer of the Technology. Phase does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding any such claim, the purchase price will be paid on the terms set forth in Technology Bundle and invoice. If there is no warranty provided by the manufacturer, then the Technology is sold "AS IS." **PHASE DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE. NEITHER PARTY ASSUMES NOR ACCEPTS ANY LIABILITY WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF ANY RESULTS TO BE ACHIEVED BY THE TECHNOLOGY SERVICES OR THE TECHNOLOGY OR OTHER INFORMATION FURNISHED TO CUSTOMER**. Phase's liability on any claim of any kind, including but not limited to warranty, negligence, strict liability, and any other cause of action, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms of sale of any Technology, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation, or use of any, all or part of the Technology or Technology Services will in no case exceed the purchase price allocable to the Technology or Technology Services that gives rise to the claim. No action for breach of any term of sale or any other duty of Phase with respect to Technology or Technology Services may be commenced more than one year after the cause of action accrues. Customer assumes all responsibility and liability for use of the Technology and for training the persons who will use the Technology. Phase makes no representation whatsoever with regard to whether any Technology complies with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal, state, or local statute, law, ordinance, regulation, or rule.

7. COMPENSATION; CHANGE ORDERS; CONDITIONS; AND ACKNOWLEDGMENTS.

A. Unless otherwise stated in the proposal payment schedule, a nonrefundable deposit of fifty percent (50%) of the purchase price of the Technology and Technology Services is required at the time of order. The remaining fifty percent (50%) of the Technology purchase and any additional fees for Technology Services itemized in the Technology Bundle will be invoiced to Customer. For on-going Projects, payment is due within thirty (30) days of the date of invoice. For one-time Projects, invoices shall be due upon receipt. If Customer pays the invoice by credit card, then an administrative fee of 3% of the invoiced amount will be added to the amount due, which additional amount Customer agrees to pay. All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the Technology sold, now or subsequently becoming effective, and if not included in the invoice for the Technology, that amount may be invoiced later. Customer will be conclusively deemed to have accepted and agreed to any invoice from Phase unless Phase receives written objection to the invoice from Customer within five (5) business days after the date of the invoice. If payment is not made when due, Customer will pay Phase a late charge at the rate of one- and one-half percent (1.5%) per month on the amount due, plus Phase's reasonable attorney's fees and costs for collection of amounts due. Phase will retain ownership of all Technology sold to the Customer until and as long as the net invoice amount, plus any interest or other charges if any, remains outstanding. If Customer defaults on any of the aforementioned payment conditions, Phase is entitled to repossess all the Technology sold, free of all responsibilities, and without reimbursement to the Customer of any partial payment or other sums that may have been previously paid by the Customer, including improvements, transformations, additions, or accessories which were added to the Technology.

B. All Technology Services and the corresponding fees for such are based on the following: (i) a one-time placement of all Technology in accordance with the Technology Bundle; (ii) exclusive use and control of all loading and unloading areas and unrestricted physical access to the facilities where the Technology Services are being provided, including a Customer staff member being present at all times to assist Phase with measuring, accessing, installing, connecting, troubleshooting, and/or changing the systems providing the Technology Services and/or when troubleshooting directly involves interfacing with the Customer's network, the arrangements for all the foregoing are the responsibility of Customer; (iii) secured staging and storage area for the Technology and related materials, the arrangements for which are the responsibility of Customer; and (iv) Customer's provision of static IP addresses for network architecture and data drops at head end location. Unless otherwise noted in the Technology Bundle, Customer acknowledges and agrees that permits or associated fees are not included in the Technology Services and all permits will be secured by Customer at its sole cost and expense. Customer further acknowledges and agrees that it shall be responsible for additional charges resulting from any changes in the Technology Bundle, and/or site conditions, or for any other circumstances resulting in loss of time which are not the fault of Phase. All such changes shall be documented by a Change Order signed by both parties. Customer shall provide the name of the individual or individuals who can sign Change Orders on behalf of Customer upon execution of these Terms and Conditions for Technology Services. If Customer fails to designate an authorized individual(s), then Customer acknowledges and agrees that any Customer representative can sign Change Orders, to which Customer agrees to be bound.

C. Customer acknowledges and agrees that (i) it has and/or will independently determine that the Technology and/or the Technology Services requested under these Terms and Conditions for Technology Services meets its requirements, (ii) it will provide all necessary hardware for the Technology and/or Technology Services and any and all costs associated with such hardware are the responsibility of Customer; and (iii) the maintenance of the hardware, operating system, input modules, video cards, and processing electronics provided by Customer are not the responsibility of Phase to service and support. Any such expenses incurred by Phase as a result of user error, hardware failure, network connection problems or other hardware issue will be invoiced at normal service rates to Customer.

8. CONFIDENTIALITY. Phase and Customer acknowledge and agree that each will deliver to the other Confidential Information in performing under these Terms and Conditions for Technology Services, and each agrees to keep confidential all Confidential Information received by it hereunder, and treat it as it would treat its own confidential information, but in no event with less than reasonable care. As used herein, the term "***Confidential Information***" shall include, without limitation, information concerning current, future or proposed products and services; financial information; passwords and security procedures; practices, procedures; and all information, data, or materials relating to the business, trade secrets, and technology of either party. Except in accordance with, and as may be necessary to comply with the terms and conditions of, these Terms and Conditions for Technology Services, Phase and Customer agree not to disclose or transfer any of the disclosed Confidential Information to any other person or entity, and agree to protect the secrecy of such Confidential Information. For purposes of these Terms and Conditions for Technology Services, the term "***Confidential***

© 2026 Phase Integration, LLC. All Rights Reserved

Information" does not include information which is or becomes generally available to the public other than as a result of an unauthorized disclosure by a recipient party or its representatives, or is required to be disclosed by operation of law upon reasonable advice of counsel.

9. PURCHASE MONEY SECURITY INTEREST (PMSI). In consideration of Phase selling Customer Technology from time to time and until Customer has paid Phase in full for the Technology purchased, Customer hereby unconditionally and irrevocably grants to Phase and its affiliates, successors and assigns, a continuing and unconditional Purchase Money Security Interest ("***PMSI***") in all rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of Customer in and to the Technology identified in the Technology Bundle and any amendments hereto or thereto, wherever located, and all parts, attachments, additions, replacements, substitutions, returns, repossessions, exchanges, accessories and accessions thereto and thereof, and all proceeds and products thereof, and documents relating thereto (all of Customer's rights and interests therein are collectively referred to herein as the "***Collateral***"). As used herein, "***PMSI***" shall have the meaning set forth in the Uniform Commercial Code ("***UCC***"). This lien will constitute a continuing PMSI and shall continue in place only until such time as Customer has paid Phase in full for the Technology. Phase may file a UCC-1 financing statement with the Technology Bundle attached to the UCC-1 to secure its interest in the Technology. Customer agrees to keep the Technology and Collateral listed in the Technology Bundle separate and identifiable; Customer agrees not to commingle the Technology and Collateral listed in a financing statement with other assets of Customer until Phase is paid in full for the Technology. Customer further represents and warrants that no person or entity that is not a party to these Terms and Conditions for Technology Services, has any right, title, or interest in the Technology and Customer will not agree to, or allow another party to file a UCC-1 financing statement securing an interest in the Technology. Phase will have all rights of a secured party under the UCC and Customer will have all obligations of a debtor under the UCC. Customer agrees to execute any other documents requested by Phase in order to further evidence or perfect the PMSI. Customer grants Phase and its agents the right to enter on any premises on which the Collateral is situated to inspect, protect, preserve, and remove the Collateral and to enforce Phase's security interest in the Collateral.

10. FORCE MAJEURE. Phase shall be excused in the performance of any aspect of these Terms and Conditions for Technology Services when prevented from performing so by reason of fire, flood, earthquake or other act of God or Customer, explosion or other casualty, pandemic, epidemic, accident, strike, labor dispute, inability to procure parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency, or any other act or condition beyond the control of Phase.

11. CLAIMS. Phase shall not be liable for loss or destruction of, or damage to, the Technology, unless the presence of damage to the Technology is notated by Customer upon completion of the Technology Services or receipt of the Technology, whichever is later. If damage is not notated, then Customer's right to file a claim is effectively waived. Phase reserves the right to verify claimed loss or damage by a surveyor at Phase's expense, including the right to test, sort and segregate the Technology. If the Technology is replaced, Phase shall be entitled to physical possession and ownership of the damaged Technology for purposes of salvage.

12. ASSIGNMENT; AMENDMENTS; MERGER; INTERPRETATION. Customer shall not assign these Terms and Conditions for Technology Services without the express written consent of Phase. These Terms and Conditions for Technology Services constitute the entire understanding of the parties and the terms and conditions contained in these Terms and Conditions for Technology Services may only be modified by a written change order or amendment signed on behalf of each party by an authorized officer. Any additional documents or purchase orders issued by either party shall be deemed to be for convenience purposes to comply with internal billing and documentation requirements and no such additional terms and conditions shall be binding on the parties. Customer acknowledges that Phase may desire to use Customer's name in Phase's marketing endeavors to indicate that Customer is doing business with Phase. Customer agrees that Phase can use Customer's name in such a manner; provided, however, that all marketing endeavors that do more than simply identify Customer as doing business with Phase must receive Customer's prior written consent. If a court of competent jurisdiction or a governmental authority should hold that any clause contained herein is unenforceable, then these Terms and Conditions for Technology Services shall be deemed amended or modified to exclude such clause and the remainder of these Terms and Conditions for Technology Services shall continue in full force and effect. No waiver by Phase of any breach by Customer shall be held to be a waiver of any other or subsequent breach. All rights conferred by these Terms and Conditions for Technology Services, shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto. Phase and Customer acknowledge they have had the opportunity to review these Terms and Conditions for Technology Services with an attorney of their respective choice and have agreed to all its terms; under these circumstances, Phase and Customer agree that the rule of construction that a contract be construed more strictly against the drafter shall not be applied in interpreting these Terms and Conditions for Technology Services.

13. JURISDICTION; VENUE; AND NOTICE. These Terms and Conditions for Technology Services shall be construed in accordance with the laws of the state of Florida, excluding (i) its choice of law provisions and (ii) the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that the appropriate state and federal courts situated in Duval County, Florida shall be the exclusive forums for any legal controversy arising in connection with these Terms and Conditions for Technology Services. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of such courts for such purposes. Should any dispute arise out of or relate to these Terms and Conditions for Technology Services, the prevailing party shall be entitled to reimbursement by the other party of all attorney's fees, costs incurred, inclusive of those fees, and costs incurred on any appeal. Any notice required or permitted hereunder shall be sent registered or certified mail, or by reputable national overnight courier, with delivery evidenced by written confirmation, (i) in the case of Customer, to the address set forth in the applicable Technology Bundle, and (ii) in the case of Phase, by email to legal@phaseintegration.com, with a copy by one of the foregoing methods to Phase Integration, LLC, Attn: Legal Department, 9140 Baymeadows Park Drive, Suite 12s, Jacksonville, FL 32256.

14. E-SIGNATURE. Customer agrees that these Terms and Conditions for Technology Services may be signed digitally or electronically. Customer agrees that any digital or electronic signature is the legal equivalent of a manual signature on these Terms and Conditions for Technology Services and further agrees that its use of a key pad, mouse or other device to sign or select an item, button, icon or similar act/action, or in accessing or making any transaction regarding consent to these Terms and Conditions for Technology Services which is validated through a certification authority or other third party verification method, constitutes a signature (hereafter referred to as "***E-Signature***"), acceptance and agreement as if actually signed by Customer in writing. The exchange of copies of these Terms and Conditions for Technology Services, inclusive of manual and E-Signature pages, by electronic mail in "portable document format" ("***.pdf***" format), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of these Terms and Conditions for Technology Services and may be used in lieu of an original for all purposes.

© 2026 Phase Integration, LLC. All Rights Reserved