

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into as of February 1, 2026, by and between: PALM BEACH EXECUTIVE PROPERTIES LLC, a Florida limited liability company ("Landlord"), with its principal office at 2500 N. Military Trail, Suite 400, Boca Raton, FL 33431; and DATABRIDGE TECHNOLOGIES INC., a Delaware corporation authorized to do business in Florida ("Tenant"), with its principal office at 1100 NW 163rd Drive, Miami, FL 33169.

ARTICLE 1. PREMISES

1.1 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises (the "Premises"): approximately 12,500 square feet of office space located at 2400 NW Executive Center Drive, Suites 300 and 310, Boca Raton, FL 33431, as more particularly described in Exhibit A attached hereto.

1.2 Common Areas. Tenant shall have the non-exclusive right to use the common areas of the Building, including lobbies, corridors, restrooms, elevators, stairways, and the parking facility, subject to the rules and regulations established by Landlord.

1.3 Parking. Landlord shall provide Tenant with forty-five (45) unreserved parking spaces in the Building's parking structure at no additional charge during the initial Term. Five (5) reserved executive spaces shall be provided at a rate of Seventy-Five Dollars (\$75.00) per space per month.

ARTICLE 2. TERM

2.1 Initial Term. The initial term of this Lease shall commence on April 1, 2026 (the "Commencement Date") and shall expire on March 31, 2031 (the "Expiration Date"), unless sooner terminated in accordance with the provisions of this Lease (the "Term").

2.2 Renewal Options. Tenant shall have two (2) options to renew this Lease for additional periods of three (3) years each (each a "Renewal Term"), upon the same terms and conditions, except that the Base Rent for each Renewal Term shall be adjusted to the then-prevailing market rate, but in no event less than the Base Rent payable during the final year of the immediately preceding term. Tenant must provide written notice of its intent to exercise each renewal option no later than one hundred eighty (180) days prior to the expiration of the then-current term.

2.3 Early Occupancy. Tenant may occupy the Premises for fixturing and setup purposes beginning thirty (30) days prior to the Commencement Date at no charge, provided that all insurance requirements have been satisfied.

ARTICLE 3. PAYMENT TERMS AND RENT

3.1 Base Rent. Tenant shall pay to Landlord as base rent ("Base Rent") the following amounts during the Term:

Year 1 (April 2026 - March 2027): \$31,250.00 per month (\$30.00 per square foot annually)
Year 2 (April 2027 - March 2028): \$32,291.67 per month (\$31.00 per square foot annually)
Year 3 (April 2028 - March 2029): \$33,333.33 per month (\$32.00 per square foot annually)
Year 4 (April 2029 - March 2030): \$34,375.00 per month (\$33.00 per square foot annually)
Year 5 (April 2030 - March 2031): \$35,416.67 per month (\$34.00 per square foot annually)

3.2 Payment Schedule. Base Rent shall be due and payable on the first (1st) day of each calendar month

during the Term. The first month's rent and the Security Deposit shall be due upon execution of this Lease.

3.3 Late Payment. If any installment of Rent is not received by Landlord within five (5) business days after the date when due, Tenant shall pay a late charge equal to five percent (5%) of the overdue amount, plus interest at the rate of twelve percent (12%) per annum on the unpaid balance.

3.4 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord a security deposit in the amount of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) (the "Security Deposit") as security for the faithful performance of Tenant's obligations hereunder.

3.5 Operating Expenses. In addition to Base Rent, Tenant shall pay Tenant's proportionate share (18.75%) of actual Operating Expenses for the Building in excess of the Base Year (calendar year 2026) operating expenses.

ARTICLE 4. USE OF PREMISES

4.1 Permitted Use. The Premises shall be used and occupied only for general office purposes, including technology development, data analytics, software engineering, and related administrative functions, and for no other purpose without the prior written consent of Landlord.

4.2 Compliance with Laws. Tenant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in its use and occupancy of the Premises, including the Americans with Disabilities Act.

4.3 Prohibited Uses. Tenant shall not use the Premises for any unlawful purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on, or about the Premises.

ARTICLE 5. MAINTENANCE AND REPAIRS

5.1 Landlord's Obligations. Landlord shall maintain in good condition and repair the structural components of the Building, including the roof, exterior walls, foundation, HVAC systems, elevators, and common areas.

5.2 Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain the interior of the Premises in good condition and repair, including flooring, interior walls, doors, lighting fixtures, and plumbing fixtures within the Premises.

5.3 Alterations. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord. Any approved Alterations shall be performed at Tenant's expense by contractors approved by Landlord, in a good and workmanlike manner, and in compliance with all applicable laws and building codes.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1 Tenant's Insurance. Tenant shall, at its sole cost and expense, maintain throughout the Term: (a) commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate; (b) property insurance covering Tenant's personal property, trade fixtures, and improvements; (c) workers' compensation insurance as required by Florida law; and (d) business interruption insurance covering not less than twelve (12) months of Rent.

6.2 Indemnification by Tenant. Tenant shall indemnify, defend, and hold harmless Landlord and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Tenant's use or occupancy of the Premises; (b) any act, omission, or negligence of Tenant or its employees, agents, contractors, or invitees; (c) any breach by Tenant of this Lease; or (d) any injury to persons or damage to property occurring in or about the Premises.

6.3 Indemnification by Landlord. Landlord shall indemnify, defend, and hold harmless Tenant from and against any and all claims, damages, losses, costs, liabilities, and expenses arising out of or related to: (a) the negligence or willful misconduct of Landlord or its employees or agents; or (b) Landlord's failure to perform its maintenance obligations under this Lease.

ARTICLE 7. TERMINATION AND DEFAULT

7.1 Events of Default by Tenant. The following shall constitute events of default ("Events of Default"): (a) failure to pay Rent or any other sum due within ten (10) days after written notice of nonpayment; (b) failure to comply with any other provision of this Lease within thirty (30) days after written notice; (c) the filing of a petition in bankruptcy by or against Tenant; (d) the appointment of a receiver for Tenant's assets; (e) the making of an assignment for the benefit of creditors by Tenant; or (f) the abandonment of the Premises by Tenant.

7.2 Landlord's Remedies. Upon the occurrence of an Event of Default, Landlord may, at its option: (a) terminate this Lease upon ten (10) days' written notice to Tenant; (b) re-enter the Premises and remove Tenant and all persons and property; (c) relet the Premises for the account of Tenant; and/or (d) pursue any other remedy available at law or in equity.

7.3 Tenant's Right to Terminate. Tenant may terminate this Lease upon ninety (90) days' written notice if: (a) the Premises are rendered substantially unusable by casualty or condemnation for a period exceeding one hundred twenty (120) days; (b) Landlord fails to provide essential services (HVAC, elevator, utilities) for more than seventy-two (72) consecutive hours after written notice; or (c) Landlord materially defaults in its obligations and fails to cure within sixty (60) days.

7.4 Early Termination Option. Tenant shall have a one-time right to terminate this Lease at the end of Year 3 (March 31, 2029) upon: (a) providing twelve (12) months' prior written notice; and (b) payment of an early termination fee equal to six (6) months' then-current Base Rent.

ARTICLE 8. CONFIDENTIALITY

8.1 Confidential Terms. The terms and conditions of this Lease, including all financial terms, shall be considered confidential and shall not be disclosed by either Party to any third party without the prior written consent of the other Party, except: (a) to such Party's attorneys, accountants, and financial advisors; (b) as required by law or court order; or (c) in connection with the enforcement of this Lease.

8.2 Tenant Data. Landlord acknowledges that Tenant's business involves the processing and storage of sensitive data. Landlord shall not access, monitor, or interfere with Tenant's data systems or communications, except as required for Building maintenance with prior notice to Tenant.

ARTICLE 9. ASSIGNMENT AND SUBLETTING

9.1 Consent Required. Tenant shall not assign this Lease or sublet the Premises or any part thereof

without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

9.2 Permitted Transfers. Notwithstanding Section 9.1, Tenant may, without Landlord's consent, assign this Lease or sublet the Premises to: (a) any entity controlling, controlled by, or under common control with Tenant; or (b) any entity that acquires all or substantially all of Tenant's assets or stock by way of merger, consolidation, or reorganization.

ARTICLE 10. GOVERNING LAW AND JURISDICTION

10.1 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

10.2 Jurisdiction. Any action arising out of or relating to this Lease shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida, and the Parties hereby consent to the jurisdiction of such courts.

10.3 Attorneys' Fees. In any action or proceeding arising out of this Lease, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

ARTICLE 11. MISCELLANEOUS

11.1 Entire Agreement. This Lease, including all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, agreements, and understandings.

11.2 Force Majeure. Neither Party shall be liable for any failure to perform its obligations under this Lease (other than payment obligations) to the extent such failure is caused by events beyond such Party's reasonable control, including natural disasters, acts of terrorism, pandemics, or government orders.

11.3 Notices. All notices shall be in writing and sent by certified mail, return receipt requested, or by nationally recognized overnight courier, to the addresses set forth in this Lease.

11.4 Waiver. No waiver by either Party of any default shall be deemed a waiver of any subsequent default.

11.5 Broker's Commission. Landlord shall pay a brokerage commission to Cushman & Wakefield in accordance with a separate agreement. Tenant represents that it has not engaged any other broker in connection with this Lease.

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

PALM BEACH EXECUTIVE PROPERTIES LLC

By: _____
Name: James R. Caldwell
Title: Managing Member
Date: _____

DATABRIDGE TECHNOLOGIES INC.

By: _____

Name: Priya Ramanathan

Title: Chief Operating Officer

Date: _____