



MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this “**Agreement**”) governs the use of the Service (defined below) provided by Dizzion, Inc. (“**Dizzion**”), a Delaware corporation, to you, the customer (“**Customer**”). When Customer enters an Order Form (defined below) for the Service, Customer agrees to the terms and conditions of this entire Agreement.

BACKGROUND

- A. Dizzion provides access to the proprietary platform identified in the applicable Order Form that provides cloud delivered desktops powered by Virtual Desktop Infrastructure (VDI) or Desktop as a Service (DaaS) capabilities, which allows users to access virtual desktops (together with any additional and/or related services ordered by Customer under an Order Form, the “**Service**”); and
- B. By signing an Order Form for the Service, Customer desires to enter into this Agreement with Dizzion to utilize the Service in accordance with the terms of this Agreement.

AGREEMENT

1. **General.** This Agreement governs Customer’s access to and use of the Service and the software (including third party software) identified in the applicable Order Form and made available through remote access by Dizzion to Customer as part of the Service, including any modified or updated versions of the software (collectively, the “**Software**”). This Agreement is effective (the “**Effective Date**”) as of the time Customer first enters into any ordering document with Dizzion (including, but not limited to, Customer’s selection of Software and Services made through Dizzion’s website) setting forth the terms and conditions relating to the Services (each, an “**Order Form**”), all of which are hereby incorporated by reference and made part of this Agreement.
2. **Provision of Services; Access Rights.** Subject to the terms and conditions of this Agreement, Dizzion shall provide the Services to Customer and its users. Solely in connection with Customer’s use of the Service, Dizzion grants Customer, during the Order Form Term, a non-exclusive, non-transferable right to access and use the applicable Software, subject to the terms and conditions set forth in this Agreement. The Software is for Customer’s internal use only, and Customer may not transfer the use of the Software to anyone else without Dizzion’s consent. Any third-party Software provided by Dizzion is subject to the additional terms and conditions set forth in Sections 11 and 12 below. Dizzion’s provision of access to and use of the Software shall be deemed to be part of the Service for all purposes under this Agreement. Customer will be liable for the acts and omissions of all of its users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any user to, use the Service and Software except as expressly permitted under this Agreement. Customer is responsible for its users compliance with this Agreement.
3. **Term and Termination.** Subject to earlier termination as provided in this Agreement, the term of this Agreement (the “**Agreement Term**”) shall commence on the Effective Date and shall continue until termination of all Order Form(s). The initial term of each Order Form (the “**Initial Order Form Term**”) shall commence on the date the last service on such Order Form is installed and billed by Dizzion (the “**Order Form Effective Date**”) and shall expire on the last day of the calendar month following conclusion of the term set forth on such Order Form. Each Order Form shall automatically renew for successive terms equal to the Initial Order Form Term (each a “**Renewal Order Form Term**”), unless terminated by either party at the end of the Initial Order Form Term or a Renewal Order Form Term by providing written notice thereof at least thirty (30) days before the scheduled expiration of the Initial Order Form Term or a Renewal Order Form Term, as applicable. The Initial Order Form Term and any Renewal Order Form Term(s) of an Order Form shall be collectively known as the “**Order Form Term.**” Upon renewal, the fees for the Service shall be the fees set forth on the Order Form unless the parties otherwise agree in writing. In



addition, this Agreement or any Order Form may be terminated by either party upon written notice to the other party in the event that the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party gives the other party written notice of such breach, and such termination shall be effective upon the date specified in such notice; provided, however, the cure period for payment defaults shall be ten (10) days rather than thirty (30) days. Upon termination of this Agreement for any reason, (a) all Order Forms hereunder shall terminate automatically and (b) Customer shall (i) immediately cease using the Service and return, remove, or delete any Software in its possession and (ii) promptly pay Dizzion any fees or other amounts due to Dizzion as of the last day of the calendar month following the date of termination within ten (10) days after the date of Dizzion's invoice to Customer for such amounts.

4. Payment. Customer is subject to the billing and payment terms with respect to Services purchased under this Agreement of the applicable authorized distributor through whom Customer is purchasing such Services.

5. Confidentiality and Conditions of Use. Customer agrees that, except as otherwise set forth in Sections 11 and 12 below with respect to third-party Software, the Software is the sole property of Dizzion and includes valuable trade secrets of Dizzion. No intellectual property rights in or to the Service or the Software shall transfer to Customer, except for a license to use the Software strictly pursuant to the terms of this Agreement. Customer agrees, on behalf of itself and its users, to treat the Software as confidential and, without Dizzion's express written authorization, to not: (a) demonstrate, copy, sell, or market the Software to any third party; (b) publish or otherwise disclose information relating to performance or quality of the Software to any third party; (c) modify, reuse, disassemble, decompile, reverse engineer, or otherwise translate the Software or any portion thereof; or (d) use the Software in any manner except for internal use in accordance with the terms of this Agreement. If Dizzion orders any dedicated POD equipment for or on behalf of Customer to be used by Customer in conjunction with the Service (collectively, the "**Customer Equipment**"), Customer agrees (i) title to the Customer Equipment shall pass directly to Customer without passing through Dizzion, (ii) that Dizzion is not providing any warranties, either express or implied, with respect to the Customer Equipment and is not responsible for any defects or deficiencies in the Customer Equipment or the operation thereof or for any maintenance, repairs, servicing or adjustments thereto, (iii) to look only to the manufacturer of the Customer Equipment for any defect therein or breach of warranty related thereto, (iv) all risk of loss and/or damage to the Customer Equipment shall be borne by Customer from and after the date of shipment by the manufacturer or distributor, and (v) Customer will be billed and is responsible for the costs of shipping Customer Equipment.

6. Acceptable Use. On behalf of itself and its users, Customer agrees with the following acceptable use policies with respect to its use of the Service: (a) Customer and its use of the Service shall be in compliance with the terms of this Agreement and all applicable foreign, federal, state, and/or local laws and/or regulations; (b) Customer shall be responsible for all use of the Service accessed through its passwords; (c) Customer shall be responsible for maintaining the confidentiality of its passwords, including restricting knowledge of passwords to Customer's designated users; (d) Customer acknowledges that without the correct password, its data shall remain inaccessible; (e) Customer shall take reasonable steps to protect the confidentiality of Customer's data, including making backup copies of such data; and (f) Customer shall not use the Service for the storage, possession, or transmission of any data that violates any foreign, federal, state, and/or local law, including, without limitation, any materials protected by copyright, patent, trade secret, or other intellectual property right or any stolen, obscene, or threatening materials.



7. **Service Level Agreement and Customer Support Guidelines.**

a. **Service Level Agreement.**

i. **Service Availability.** Dizzion agrees that redundant Service delivery shall be available 99.99% of the time, and non-redundant Service delivery shall be available 99.9% of the time. Unavailability of the Service is measured over a calendar month and is based on total outage time incurred by Customer. Service unavailability shall exist when (A) Customer is unable to open a user session or manage the applicable desktop due to a problem with the Dizzion Infrastructure and (B) such failure is recorded in Dizzion's trouble ticketing system. Customer may initiate the issuance of a trouble ticket by talking to a Dizzion representative via the technical support line, by e-mailing a detailed description of the issue to Dizzion, or via the customer support portal. Dizzion may update the foregoing contact information from time to time upon notice to Customer. For purposes of this Section 7(a), the Dizzion Infrastructure shall encompass the Dizzion platform, storage equipment, networking equipment, and other service components outside the virtual desktop application itself. Service unavailability is measured from the time a trouble ticket is issued to the time Dizzion confirms that the affected Service is again available; provided, however, credits are subject to Dizzion's confirmation of the downtime and underlying cause.

ii. **Credit Requests.** If Dizzion fails to meet the service level agreement set forth in Section 7(a)(i) above and Customer provides Dizzion with a written request within ten (10) days following resolution of such failure, Dizzion shall provide a service credit to Customer's account equal to five percent (5%) of Customer's monthly fees (excluding any pass-through or non-recurring fees) for the affected Service for each cumulative hour of unavailability during the applicable month, up to a maximum of the total monthly fees charged by Dizzion to Customer during the applicable month for the affected Service.

iii. **SLA Exclusions.** Service credits shall not be available to Customer when Service unavailability results from one or more of the following: (A) the acts or omissions of any third-party or of Customer or its employees, contractors, agents or end-users, including, without limitation, any suspension or discontinuation of the Service pursuant to Section 4(b) above; (B) circumstances or causes beyond the control of Dizzion, including, without limitation, any force majeure events or Internet access of related problems beyond the control of Dizzion; (C) scheduled maintenance with prior notice provided at least one week in advance; (D) urgent maintenance with notice provided as soon as is commercially practicable under the circumstances; (E) Customer's or any third-party equipment, software, or other technology (except for third-party equipment within Dizzion's direct control); or (F) user error. Credits shall be granted only if Customer provides Dizzion with all requested information and access in an expeditious manner. **THIS SECTION 7(a) SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SERVICE INTERRUPTIONS, SERVICE RESPONSE ISSUES, EQUIPMENT AND/OR SOFTWARE FAILURES, AND/OR SERVICE DEFICIENCIES OF ANY KIND.**

b. **Customer Support Guidelines.** Dizzion shall provide the Customer with the support services outlined in this Section if purchased in the applicable Order Form. Dizzion shall provide the Customer with support contact information. The customer shall contact Dizzion with support needs, and Dizzion shall use commercially reasonable efforts to respond in accordance with the guidelines in the table below.



| Priority | Description | Target Initial Support Response Time |
|------------|--|--------------------------------------|
| P1 | Emergency: Dizzion Platform services for a Production account are completely unreachable, affecting all end users of the applications/desktops hosted by that account and/or affecting all administrators of an account. | Within 1 hour |
| P2 | Critical: Dizzion Platform services are available but experiencing issues that directly impact productivity. Some (but not all) end-users of an application on a Production account cannot reach the application or desktop, and/or some (but not all) administrators cannot reach the admin Console. No workaround is available. Major inconvenience. | Within 4 hours |
| P3 | Normal: Some end-user sessions are experiencing degraded performance, and/or some administrator Console features are not functioning as expected. | Next Business Day (NBD) |
| P4 | Low: Questions about documentation, processes, or procedures. General requests for information. General questions on configuration, setup, application issues, and compatibility. | By the next two business days (N2BD) |
| RFE | Requests for Enhancements: Feature requests for the product that would improve the experience or functionality for the customer. | Within 2 week |

8. Disclaimer of Warranties. WITH THE EXCEPTION OF THE REMEDIES AVAILABLE TO CUSTOMER PURSUANT TO SECTION 7(a) ABOVE, THE SERVICE IS BEING PROVIDED “AS-IS”, AND DIZZION AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DIZZION AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES REGARDING NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, OR ANY WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALINGS, OR USAGES OR TRADE. Dizzion does not warrant that the Service shall meet Customer’s requirements or that the operation of the Service shall be uninterrupted or error-free. Customer assumes all risks associated with the quality, performance, installation, and use of the Service, including risks of errors, damage to equipment, loss of data, or unavailability or interruption of operations.



9. **Indemnification; Remedies.**

a. **By Customer.** Customer shall indemnify, defend, and hold harmless Dizzion and its employees, affiliates, contractors, and agents from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to any breach of the acceptable use policies set forth in Section 6 above.

b. **By Dizzion.** If any portion of the Service becomes, or in Dizzion's opinion is likely to become, the subject of a claim of infringement of any third party intellectual property rights recognized in the United States of America, then Dizzion, at its option and expense, shall do one of the following: (i) procure for Customer the right to continue using such portion of the Service; (ii) replace or modify such portion of the Service so that it becomes non-infringing; or (iii) terminate this Agreement and refund Customer a pro-rated portion of any unused Service fees actually paid. The obligation of Dizzion set forth in the preceding sentence does not apply (A) with respect to portions or components of the Service (1) that are not supplied directly by Dizzion, (2) that are made or modified in whole or in part in accordance with Customer's specifications, (3) that are modified by Customer to the extent the alleged infringement relates to such modification, or (4) that are combined with other products, processes or materials other than by Dizzion to the extent the infringement relates to such combination; or (B) where Customer's use of the Service is not strictly in accordance with the terms of this Agreement and any documentation provided by Dizzion, whether electronically or otherwise. This Section 9(b) sets forth the entire liability of Dizzion and the exclusive remedy of Customer with respect to any alleged infringement of any third party rights.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 ABOVE, IN NO EVENT SHALL EITHER PARTY OR ITS EMPLOYEES, AFFILIATES, CONTRACTORS, SUPPLIERS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS, REVENUE, DATA, OR USE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, INCLUDING, WITHOUT LIMITATION, LEGAL THEORIES OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL DIZZION'S LIABILITY (WHICH SHALL BE INCLUSIVE OF THE LIABILITY OF ITS SUPPLIERS) FOR ANY DAMAGES EXCEED THE ACTUAL DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SERVICE DURING THE THREE (3) MONTH PERIOD PRIOR TO THE DATE THE DAMAGES OCCURRED OR THE CAUSE OF ACTION AROSE. With the exception of any monetary obligations under this Agreement, neither party shall be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, interruption of or delay in transportation or telecommunication service, act of its vendors or suppliers, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of the Service.

11. Microsoft Software. If purchased under the applicable Order Form, this Section 11 relates to Customer's use of Microsoft software that is provided to Customer by Dizzion in connection with the Service and may include associated media, printed materials, and "online" or electronic documentation (individually and collectively, "**Microsoft Software Products**"). Dizzion does not own the Microsoft Software Products and the use thereof is subject to certain rights and limitations of which Dizzion needs to inform Customer. Customer's right to use the Microsoft Software Products is subject to all terms and conditions for the Service as set forth in this Agreement (which Service shall include Microsoft Software Products as described herein) and to Customer's understanding of, compliance with, and consent to this Section 11, which Dizzion does not have the authority to vary, alter, or amend.

a. **Definitions.** For purposes of this Section 11, the following terms shall have the following definitions: (A) "**Client Software**" means software that allows a Device to access or utilize the services or functionality provided by the Server Software; (B) "**Device**" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone", or other electronic device; (C) "**Server Software**" means software that provides services or functionality on a computer acting as a server; and (D) "**Redistribution Software**" means the software described in Section 11(d) ("Use of Redistribution Software") below.

b. **Ownership of Microsoft Software Products.** The Microsoft Software Products are licensed to Dizzion from an affiliate of the Microsoft Corporation ("**Microsoft**"). All title and intellectual property rights in and to the Microsoft Software Products (and the constituent elements thereof, including but not limited to any images,



photographs, animations, video, audio, music, text and “applets” incorporated into the Microsoft Software Products) are owned by Microsoft or its suppliers. The Microsoft Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer’s possession, access, or use of the Microsoft Software Products does not transfer any ownership of the Microsoft Software Products or any intellectual property rights to Customer.

c. Use of Client Software. Customer may use the Client Software installed on Customer’s Devices by Dizzion only in accordance with the written instructions, and only in connection with the Service, provided to Customer by Dizzion. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during Customer’s use of the Client Software.

d. Use of Redistribution Software. In connection with the services provided to Customer by Dizzion, Customer may have access to certain “sample”, “redistributable”, and/or software development (“**SDK**”) software code and tools (individually and collectively, “**Redistribution Software**”). **CUSTOMER MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS CUSTOMER EXPRESSLY AGREES TO AND COMPLIES WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO DIZZION, WHICH TERMS MUST BE PROVIDED TO CUSTOMER BY DIZZION.** Microsoft does not permit Customer to use any Redistribution Software unless Customer expressly agrees to and complies with such additional terms, as provided to Customer by Dizzion.

e. Copies. Customer may not make any copies of the Microsoft Software Products; provided, however, that Customer may (A) make one (1) copy of the Client Software on Customer’s Device as expressly authorized by Dizzion; and (B) Customer may make copies of certain Redistribution Software in accordance with Section 11(d) (“Use of Redistribution Software”) above. Customer must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of the Service Agreement, upon notice from Dizzion, or upon transfer of Customer’s device to another person or entity, whichever occurs first. Customer may not copy any printed materials accompanying the Microsoft Software Products.

f. Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not reverse engineer, decompile, or disassemble the Microsoft Software Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

g. No Rental. Customer may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Microsoft Software Products to any third party, and Customer may not permit any third party to have access to and/or use the functionality of the Microsoft Software Products.

h. Termination. Without prejudice to any other rights, Dizzion may terminate Customer’s rights to use of the Microsoft Software Products if Customer fails to comply with these terms and conditions. In the event of termination or cancellation, Customer must stop using and/or accessing the Microsoft Software Products and must destroy all copies of the Microsoft Software Products and all of its component parts. Any failure to comply with this Section 11 shall be deemed to be an event of default by Customer of this Agreement.

i. Warranties, Liabilities, or Remedies by Microsoft. IN NO EVENT SHALL MICROSOFT, DIZZION, OR THEIR RESPECTIVE AFFILIATES OR SUBSIDIARIES PROVIDE CUSTOMER WITH ANY WARRANTIES, LIABILITY FOR DAMAGES, AND/OR REMEDIES.

j. Product Support. In no event shall Microsoft or its affiliates or subsidiaries provide any product support to Customer for the Microsoft Software Products.

k. Not Fault Tolerant. THE MICROSOFT SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN WHICH THE FAILURE OF THE MICROSOFT SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE, PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE.

l. Export Restrictions. The Microsoft Software Products are of U.S. origin for purposes of U.S. export control laws. Customer agrees to comply with all applicable international and national laws that apply to the Microsoft Software Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, Customer should refer to <http://www.microsoft.com/exporting/>.

12. Duo Security Service. If Customer orders any Service that is provided in whole or in part by Duo Security, Inc. and/or its affiliates (collectively, “**Duo Security**”), Customer agrees to comply, and to cause its users to comply, with



Duo Security's then-current terms and conditions located at <https://duo.com/legal/pass-through-terms>, which shall govern use of and access to such Service.

Orders for the Duo Security Service will be billed to Customer on a monthly basis at the per user charge stipulated on the Order Form plus any additional amounts related to secondary authentication credit charges, including telephone call and/or sms text authentication.

13. Assignment. Customer shall not assign this Agreement without the prior written consent of Dizzion, which consent shall not be unreasonably withheld.

14. Notices. Any notice given under this Agreement shall be written. Written notice shall be sent by certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service, which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the below address, unless another address is provided to a party pursuant to the terms of this Section 14.

If to Dizzion: 600 17th Street, Suite 2600S
Denver, CO 80202
Attention: CEO

If to Customer: At the address for Customer set forth on the most recent Order Form.

15. Relationship of Parties. Nothing herein shall constitute Customer or any of its employees, contractors, or agents as the agent, legal representative, partner, joint venture, or employee of Dizzion. Customer shall have no right or power to, and shall not in any manner attempt to, bind or obligate Dizzion nor shall Customer represent that it has any right to do so.

16. Publicity/References; Privacy. Customer grants Dizzion the right to use Customer's name and logo in Dizzion's customer and reseller lists on its website and marketing materials and to act as a reference for Dizzion upon Dizzion's reasonable request. This Agreement is subject to the terms and conditions of Dizzion's privacy statement, which is found at <https://www.dizzion.com/privacy-policy/> and is incorporated by reference herein.

17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, excluding the application of its conflicts of law principles. The parties consent to jurisdiction and venue for actions related to the subject matter hereof in the state and federal courts located in Denver, Colorado. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING OUT OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER CLAIMS.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and all prior negotiations, representations, agreements, and understandings are superseded by this Agreement.

19. Amendment. Dizzion may modify this Agreement from time to time by posting a revised version on its website, which is found at <https://www.dizzion.com/legal/>.

20. Miscellaneous. The headings of sections in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement. No failure by either party to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. If any provision of this Agreement is held to be unenforceable or invalid, the parties agree that the remainder of the Agreement shall remain in full force and effect and shall not way be affected or invalidated unless removal of that provision results in a material change to the Agreement. In such a case, the parties shall substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision.