

ONLINE MASTER SERVICES AGREEMENT

This online Master Services Agreement ("MSA") is made and entered into for orders under \$2,500.00 in Monthly Recurring Charge, by and between Dash Networks, Inc., on behalf of itself and its subsidiaries ("Enzu") and its Customers that meet this criteria ("Customer") (each a "Party" and collectively the "Parties").

This MSA is comprised of the Terms and Conditions for the Provision of Services ("Terms"). The terms and conditions contained in this MSA apply to each Sales Order entered into by the Parties and Services (defined in Section 1 of the Terms) specified in such Order. This MSA is hereby incorporated into each executed Sales Order. This MSA does not grant any rights to Customer with respect to any Enzu facility or service separate and apart from a fully executed Order. This MSA does not obligate either Party to enter into an Order with respect to any Enzu facility or service.

The Parties, intending to be legally bound hereunder, have caused this MSA to be executed by their duly authorized and empowered officers or representatives.

1. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

These Terms are incorporated into and form an integral part of the MSA by and between Enzu and Customer. Capitalized terms used but not defined in these Terms shall have the meanings set forth on the Cover Page.

ENZU SERVICES. Enzu will provide Customer the services specified in each Order (each a "Service" and, collectively referred to herein as "Services"). Each Order will specify the Enzu data center location or locations at or from which the Services will be provided to Customer (each location a "Premises"). If an Order specifies as a Service - or the Parties otherwise agree that Enzu is to provide to Customer - "smart-hands" or "remote hands" services, such services will be deemed to mean the technical labor services, IT management, or maintenance tasks provided by Enzu to Customer that are not otherwise part of the other Services provided by Enzu in an Order and are provided by Enzu as a convenience for Customer at Customer's request (collectively "Smart-Hands Services") and will be paid for by Customer pursuant to Section 3.1(b). Unless otherwise set forth in these Terms or in an Order, Customer is solely responsible for all costs and expenses to provide all equipment, hardware, cabling and software required to access or receive the Services.

2. LICENSE GRANT AND ACCESS

2.1 License Grant and Acceptable Use Policy. Enzu grants Customer a nonexclusive, revocable, and non-transferable right and license to use the Services at the Premises set forth in an Order during the Service Term (as defined in Section 5.1). In its use of the Services, Customer shall adhere to Enzu's then-current Acceptable Use Policy ("AUP") as amended from time to time, which is incorporated into this MSA by this reference and set forth at <https://enzu.com/aup/>.

2.2 Limitations. Customer may only access and use the Services in accordance with the terms of this MSA and the applicable Order(s). Customer shall not without Enzu's prior written consent in each instance: (a) circumvent, copy, modify, decompile, reverse engineer or disassemble Enzu's proprietary technology used in connection with the Services ("Enzu Technology"), (b) rent, lease, sublease, license, timeshare or rebrand the Enzu Technology or the Services, or (c) disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the Services.

2.3 Third-Party Software as Part of Services. As set forth in an Order, the Services may include Customer's utilization of certain third-party software developed and owned by Enzu's third party software licensors. This software is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Order, Enzu and Enzu's third-party software licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer's use of any such third-party software is governed by the third-party software licensor's terms as may be referenced and incorporated into an applicable Order. Customer covenants to comply with the terms of such third-party licensor's terms during an applicable Service Term as if Customer were the licensee.

2.4 Access to Premises by Customer. Only those individuals designated by Customer to Enzu as persons with authorized access to the Premises (each such individual being an "Authorized Contact") will be authorized to enter the Premises. Customer will have the sole responsibility for maintaining the accuracy of the Authorized Contact list and communicating any changes to the

Authorized Contact list to Enzu. Enzu may refuse access to the Premises to any person not designated as an Authorized Contact or to any Authorized Contact who violates any rules or regulations of Enzu or, in Enzu's sole opinion, behaves inappropriately or creates a hazard of any kind. Customer will not provide access to any person not designated as an Authorized Contact or to any previously designated Authorized Contact who is subsequently refused by Enzu, unless agreed to by Enzu. All Authorized Contacts will be required to present photo identification at Enzu's main entrance before entering the Premises. Authorized Contacts will remain on the Premises only so long as necessary.

2.5 Compliance with Laws and Rules, Necessary Steps. Customer shall comply with all applicable laws, rules and regulations relating to Customer's receipt and use of the Services. Customer shall ensure that its employees, agents, and contractors will abide by the applicable Premises rules and guidelines while at the Premises. Customer shall take all steps necessary for Enzu to perform the Services effectively ("Necessary Steps"), including with respect to (a) providing access to Customer's space as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's equipment, access circuits, network devices, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

2.6 DDoS. If Customer receives Enzu's blended internet Services pursuant to an Order, Enzu will provide Customer with Enzu's base distributed denial of service ("DDoS") mitigation product ("DDoS Product A") at no charge that will mitigate the effects of any 5+Gbps volumetric DDoS attack on Customer's logical infrastructure. Notwithstanding the foregoing, if Customer experiences a second DDoS attack during the applicable Service Term, Enzu will have the right to null route the Customer data pipeline upstream of Enzu's edge routing infrastructure and/or suspend Enzu's provision of the Enzu blended internet Services to Customer without liability to Customer until such time that Customer enters into an Order to purchase Enzu's enhanced DDoS mitigation product ("DDoS Product B"), as described in such Order, for the remainder of the applicable

2.7 Service Term. Except as otherwise set forth in an Order, Enzu makes no representations or warranties with respect to DDoS Product A or DDoS Product B, and Customer will not be eligible to receive Service Level Credits for any Services affected by a DDoS attack or DDoS Product A's or DDoS Product B's ability or inability to mitigate or prevent the effects of a DDoS attack. If Enzu is providing Microsoft Azure or O365 Services as described in an applicable Order, Customer acknowledges and agrees that DDoS Product A and DDoS Product B cannot mitigate the effects of or prevent DDoS attacks from affecting (i) Customer's use or receipt of Third Party Services, (ii) Customer's operations that rely on Enzu's provision of Third Party Services, or (iii) Customer's use or receipt of other Services provided by Enzu that operate in conjunction with or rely on Enzu's provision of Third Party Services.

3. FEES AND PAYMENT

3.1 Recurring and Nonrecurring Charges. For each Service except Smart-Hands Services, Customer shall pay all monthly recurring charges (each a "MRC") and nonrecurring charges (each a "NRC") set forth in the applicable Order (collectively, "Fees") in U.S. dollars to the address or in the manner designated on an invoice from Enzu within thirty (30) days following Enzu's invoice date subject to adjustment as set forth in this Section 3.1(a). Upon written notice to Customer at least thirty (30) days prior to effectiveness, Enzu may increase the amount of the MRCs in an Order relating to, if applicable: (a) electricity and/or power if the applicable utility provider has increased the prices paid by Enzu for such electricity and/or power, and any such increase shall be proportionate to the increase imposed upon Enzu by the applicable utility provider; and (b) the cost of third party Services or services (including software) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs. Enzu may increase the MRC for a Service in an Order during the Service Term of such Service upon written notice to Customer at least thirty (30) days prior to effectiveness as follows: (i) on or after each one (1) year anniversary of the first day of the Service Term (as defined in Section 5.1) for the Service (each such anniversary, a "One Year Milestone"), an increase by an amount not to exceed three percent (3%) of the then-current MRC for such Service; and if applicable,; provided that if Enzu implements an increase to the MRC under subsection (i) after the date of an applicable Milestone and before the date of the next applicable Milestone, then Enzu will still have the right to increase the MRC as indicated on or after the date of the next applicable Milestone. The MRC for a Service in an Order that explicitly or by subsequent agreement of the Parties has any portion of an Initial Term or Renewal Term that is month-to-month will automatically and without prior notice increase by an amount determined by Enzu: (x) on the first day that such Initial Term or Renewal Term for the Service becomes month-to-month (the first day of such Service having a month-to-month term being the "Month-to-Month Start Date") except no such increase will apply on such first day if the entire Service Term is month-to-month from the outset of the Order; and (y) on each twelve-month anniversary of the Month-to-Month Start Date ("Month-to-Month Anniversary") including for an Order with an entire Service Term that is month-to-month, and such MRC increase will be reflected in Customer's invoice on or after the applicable Month-to-Month Start Date and each Month-to-Month Anniversary, which invoice will include retroactive amounts for the period from the date of such Month-to-

Month Start Date or Month-to-Month Anniversary, as applicable, through the date of the applicable invoice reflecting such increase, provided that nothing in this provision will impact a Party's rights with respect to such month-to-month term or obligate Enzu to continue to offer a month-to-month Service Term for any Service under the Order unless expressly indicated in the Order.

3.2 Smart-Hands Services. If specified in an Order or the Parties otherwise agree for Enzu to provide Smart-Hands Services to Customer, Enzu will provide the Smart-Hands Services for the number of hours and at the hourly rate described in an Order or for the number of hours and at Enzu's then-current hourly rate for requests outside of an Order. Smart-Hands Services time must be used within the calendar month of issue, and any Smart-Hands Services time not used within such calendar month will then be forfeited. Customer will be invoiced for Smart-Hands Services provided beyond the hours per month specified in the applicable Order, including in cases of an emergency in which Customer requests Smart-Hands Services not provided for in an Order, in fifteen (15) minute increments at Enzu's then-current rate. Smart-Hands Services are subject to all of the terms of this MSA. Customer is not eligible to receive any Service Level Credits related to Enzu's provision of Smart-Hands Services.

3.3 Late Payment. All payment obligations are non-cancellable, non-refundable non-contingent and without rights of setoff. Fees that are not received when due will be subject to a late fee equal to five percent (5%) of such outstanding amount, and all such unpaid Fees will bear interest from the due date at the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by applicable law. If Customer does not timely pay any Fees, any applicable Service Level Credits (as defined in Section 7) will be forfeited, and Enzu may, in its sole discretion, terminate or suspend any Services pursuant to Sections 5.2 and 5.4, respectively. Enzu will continue to charge Customer and Customer will be responsible for Fees for Services during any period of suspension. Customer is liable for all costs of collection of delinquent Fees, including, without limitation, reasonable attorneys' fees.

3.4 Invoice Disputes. In the event Customer disputes an invoice, Customer shall pay the Fees in such invoice in full by the due date and file a separate dispute with Enzu sent in accordance with Section 10.8 within twenty (20) days from the date of receipt of the applicable Enzu invoice. Customer will provide a summary of the dispute together with supporting documentation. Following Enzu's receipt of a dispute summary and the supporting documentation, Enzu will investigate and make a final determination on the dispute in Enzu's reasonable discretion. For any sums found to be owed to Customer, Enzu will issue Customer a credit on the next succeeding invoice. Customer waives any billing dispute not made in writing with supporting documentation within twenty (20) days from the date of Customer's receipt of the applicable Enzu invoice.

3.5 Passthrough Fees. The Customer acknowledges that certain services under this agreement are subject to passthrough costs which may vary based on regulatory changes, market conditions, and other factors beyond Enzu's control. Such passthrough costs include but are not limited to:

- Transmission and Distribution Service Provider (TDSP) Charges: Fees and charges assessed by the local TDSP for the delivery of electricity.
- Regulatory Charges: Fees mandated by governmental or regulatory bodies, including any future surcharges or adjustments.
- Ancillary Services Costs: Costs for services necessary to support the transmission of electricity from generators to consumers while maintaining reliable operation of the grid.

These passthrough costs will be transparently itemized and billed to the Customer in accordance with the actual costs incurred by the Supplier. The Customer agrees to pay these passthrough costs promptly and acknowledges that such costs are subject to change based on the aforementioned factors.

3.6 Service Commencement Date for Billing. Unless otherwise stated in an Order, billing for a Service specified in an Order commences on the first date Enzu delivers the Service ("Service Commencement Date") regardless of whether Customer has commenced use of the Service, has procured any necessary services from third-party vendors required to operate the Service, or is otherwise prepared to operate the Service. If Customer's actions or omissions are preventing Enzu from completing delivery of a Service and Customer fails to cure such action or omission within ten (10) days of notice from Enzu, then the Service will be deemed delivered on the first day following the end of such cure period. Customer will be deemed to have accepted a Service upon delivery.

3.7 Credit Approval and Security Deposits. Customer agrees to provide Enzu with reasonable credit information as requested, and delivery of Services under an Order may be subject to credit approval. If Customer fails to pay any Fees when due or there has been a significant adverse change in Customer's credit information during the Term, notwithstanding anything to the contrary in this MSA or any Order, in addition to any other rights in this MSA, Enzu shall have the right to (a) require Customer to change its method of payment to a method selected by Enzu; (b) require Customer to pay invoices on a different payment schedule; and/or (c) require Customer to make one or more security deposits in each instance as a condition of Enzu's continuation of Services and

without the need to amend this MSA or any Order and Customer's failure to comply with any such requirement will be deemed a material breach of this MSA. Any such security deposit(s) will be held by Enzu as security for payment of future Fees and may be used by Enzu to pay any delinquent Fees. No interest will be earned on security deposits. At such time as the provision of all Services to Customer are terminated, the amount of the security deposit will be credited to Customer's account and any excess credit balance will be refunded to Customer.

3.8 Taxes and Duties. Excluding taxes based on Enzu's net income, Customer is liable for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Customer's receipt or use of the Services, regardless of whether Enzu invoices Customer for such amounts. Additionally, the Customer is responsible for paying any taxes imposed, levied, or assessed against them by any governmental, quasi-governmental, or tax authorities, and for preparing and filing any necessary returns by their due dates. The Customer's equipment will not be considered fixtures under any circumstances. Service fees do not include any taxes imposed on them. The Customer is responsible for paying any taxes on service fees at the same time the service fees are paid. The Customer must ensure timely and full payment of all taxes. All fees charged for services exclude regulatory fees, surcharges, taxes, and similar fees currently in force or enacted in the future, imposed on the transaction or delivery of services. The Customer is responsible for paying these in full, except for franchise taxes and taxes based on Enzu's net income.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Reservation of Rights. As between the Parties, Enzu (or its licensors) retains title to the Services under all Orders and the Enzu Technology, including all modifications, alterations, derivative works and enhancements and all intellectual property rights contained therein. Customer may not copy any ideas, features, functions or graphics of the Services or the Enzu Technology or modify or make derivative works based upon the Services. Customer has no license, right or intellectual property right in any Enzu trademark, trade name or service mark.

4.2 Customer Content. As between the Parties, Customer owns all data, imagery, information and other content ("Customer Content") transmitted by or on behalf of Customer in connection with the Services under all Orders, and Customer has sole responsibility for Customer Content and its intellectual property ownership and right to use. Customer grants to Enzu the non-exclusive right and license to receive, retrieve, process, and transmit any Customer Content necessary to perform the Services under all Orders.

5. TERM AND TERMINATION

5.1 Term. This MSA shall be effective as of the MSA Effective Date and shall remain in effect until ninety (90) days following the termination or expiration of all Service Terms (as defined below). This MSA shall terminate automatically ninety (90) days after the MSA Effective Date if no Orders are entered into by the Parties during that time period. The term for each Service in an Order commences on the Service Commencement Date of the applicable Service and continues for the length of time stated in such Order ("Initial Term") except as set forth below; provided that some Services may be provided on an hourly basis, as more fully described in Section 3.1(b). At the end of the Initial Term, a Service shall automatically renew for additional periods equal to the same period of time as the Initial Term stated in the applicable Order (each renewal a "Renewal Term", and, collectively, the Initial Term and any Renewal Term(s) shall comprise a "Service Term" with respect to the Service). If an Order indicates that it is coterminous (the "Coterminous Order") with a different Order (the "Benchmark Order"), then: (a) the phrase "Service Term" for each Service in the Coterminous Order (each a "Coterminous Service") will mean the period commencing on the Service Commencement Date for such Coterminous Service and ending on the last day of the Service Term for the Coterminous Service under the Benchmark Order with the latest Service Term end date out of all the Services in the Benchmark Order (the "Benchmark Service"); and (b) notwithstanding anything to the contrary in this Section 5.1, upon the Service Commencement Date of a Coterminous Service, the Coterminous Service will be deemed to fall within the same Initial Term or Renewal Term that applies to the Benchmark Service at such time and such Coterminous Service will renew with and will have the same Renewal Terms as the Benchmark Service. Notwithstanding the foregoing, either party may cancel the renewal of an Initial Term or a Renewal Term for a Service by notifying the other party no earlier than ninety (90) days and no later than sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term. For the avoidance of doubt, third party Services may not have a Service Term that is month-to-month.

5.2 Termination for Cause. Enzu may terminate any or all Services and Orders (except as qualified in subsection (iv) below) by written notice to Customer: Upon Customer's failure to pay any Fees when due if Customer fails to pay such Fees within ten (10) days of Customer's receipt of notice of such failure to pay from Enzu; upon Customer's failure to pay any Fees when due or in full two (2) times or more in any twelve (12) month period; if Enzu is unable to provide Service(s) hereunder due to Customer's acts or omissions and fails to correct such acts or omissions within ten (10) days of Customer's receipt of notice of such failure from Enzu; as to any applicable Service(s), upon any regulatory or governmental order requiring Enzu to suspend such Service(s) or that is reasonably likely to result in the loss of Enzu's operating authority, upon reasonable notice to Customer; if Customer, or a third party through Customer, violates any provision of the AUP; or for any other breach by Customer of a material provision of this MSA or an Order if Customer fails to cure such breach within twenty (20) days of Customer's receipt of notice of such breach from Enzu;

5.3 Termination Charge. In addition to all of its other obligations under this MSA, in the event a Service or an Order is terminated by Enzu pursuant to Section 5.2 or a Service or Order is terminated by Customer for any reason, in either of these instances, Customer shall owe Enzu a termination charge ("Termination Charge") of an amount equal to, as of the effective date of termination, one hundred percent (100%) of all remaining MRCs that would have been incurred and payable to Enzu by Customer for the remainder of the Initial Term or the then-current Renewal Term for each such Service, as applicable. Such amount will be payable as provided in Section 5.6.

CUSTOMER ACKNOWLEDGES THAT THE TERMINATION CHARGE SET FORTH IN THIS SECTION 5.3 IS A REASONABLE ESTIMATE OF DAMAGES TO BE SUFFERED BY ENZU AS A RESULT OF THE TERMINATION OF A SERVICE OR AN ORDER, WHICH AMOUNTS ARE IMPOSSIBLE OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT SUCH TERMINATION CHARGE IS NOT INTENDED AS A PENALTY BUT AS LIQUIDATED DAMAGES.

5.4 Suspension of Services. In addition to any other rights under this MSA, Enzu may, in its sole discretion, suspend Customer's access to a Premises and/or the provision of any Services under all Orders immediately if: (a) Customer fails to timely pay any Fees when due; (b) Customer or a third party through Customer, violates the AUP or any other policies or rules of Enzu; (c) Customer has breached any other material provision of this MSA or an Order and failed to cure such default within five (5) calendar days after Customer's receipt of written notice of such default from Enzu; or (d) Enzu reasonably believes that any element of the Services, or Customer's receipt or use of the Services, violates any applicable law, rule or regulation.

5.5 Notice to Enzu of Nonrenewal or Termination. If Customer intends not to renew an Order or a Service, as permitted by this MSA, Customer must provide notice from an authorized representative of Customer of such nonrenewal either in writing to: Dash Networks, Inc. 109 E. 17th St. Ste 5732 Cheyenne, WY 82001 or by email to: billing@enzu.com and providing all information requested by Enzu necessary to process such notice. If Customer intends to terminate an Order or a Service, as permitted by this MSA, Customer must provide notice from an authorized representative of Customer of such termination either in writing to: Dash Networks, Inc. 109 E. 17th St. Ste 5732 Cheyenne, WY 82001 or by email to: billing@enzu.com. Customer shall not be deemed to have provided an effective notice of nonrenewal or termination if Enzu does not

5.6 Effect of Termination or Nonrenewal. On or before the effective date of termination or nonrenewal of a Service or an Order, Customer shall pay to Enzu: (a) all third-party charges incurred by Enzu arising from such termination; (b) all unpaid Fees through the effective date of termination or nonrenewal; and (c) if applicable, the Termination Charge. If requested by Customer within seven (7) days from the effective date of termination of a Service or an Order or expiration of the Service Term, Enzu will make available to Customer a file of the Customer Content in Enzu's possession, if any, with respect to such Service or Order. Rights and obligations that, by their nature, continue after the termination or expiration of a Service or an Order and this MSA including, but not limited to, Sections 4, 6, 7, 8, 9 and 10 and Subsections 3.1, 3.4, 5.3 and 5.6 shall survive and continue after the termination or expiration of a Service Term, and shall bind the parties, their successors, heirs and assigns.

5.7 Removal of Equipment and Property and Holdover. If Customer has equipment or property at the Premises at the end of a Service Term, Customer will remove all such equipment and property at the Premises within ten (10) days of the last day of the Service Term, provided that all Fees have been paid in full. If Customer does not remove such equipment or property or cannot remove such equipment or property because of unpaid Fees within such ten (10) day period, Enzu may move any or all such equipment or property to storage and charge Customer for the cost of such removal and storage, without any cost, obligation, or liability of Enzu to Customer. If Customer does not pay all Fees due to Enzu or has paid all Fees but failed to remove such property from the Premises or storage facility within thirty (30) days of last day of a Service Term, Enzu may liquidate and sell the equipment or property in any reasonable manner and apply any proceeds against unpaid Fees without Enzu having any obligation

or liability to Customer. Alternatively, if, at the end of a Service Term, Customer has equipment or property at the Premises and/or continues to utilize the applicable Services, the MRCs in effect at the end of the Service Term will automatically be increased by an amount determined by Enzu at such time as a condition of Enzu's continued provision of the Services, and Customer will pay such increased amount for as long as Customer has equipment or property at the Premises and/or continues to utilize the applicable Services after the end of the Service Term ("Holdover Period"). Customer will pay such invoices for the Holdover Period in accordance with the terms of this MSA and the applicable Order.

6. CONFIDENTIALITY, PUBLICITY AND NONSOLICITATION/NO-HIRE

6.1 Confidentiality. Each Party agrees that while this MSA is in effect and for a period of two (2) years following the termination or expiration of this MSA, all information furnished to it by the other Party, including maps, layouts, pricing, financial terms, business plans or models, network routes, design information, methodologies, specifications, locations or other information to which it has access, is deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the disclosing Party and will remain the property of the disclosing Party. Each Party will take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Proprietary Information of the disclosing Party and shall use at least the same degree of care the receiving Party employs with respect to its own Proprietary Information, but in no event less than a reasonable standard of care. Neither Party will directly or indirectly, without the prior written consent of the disclosing Party, disclose the disclosing Party's Proprietary Information or terms of an Order or this MSA to anyone other than: (a) the receiving Party's officers, directors, affiliates, subsidiaries, shareholders, financing sources, attorneys, employees, subcontractors, agents and advisors on a need to know basis and who agree to be bound by confidentiality terms at least as restrictive as those contained in this Section 6.1 (and the receiving Party will be responsible for any breach of this Section 6.1 by any of the foregoing parties); or (b) as required by governmental law, rule, or regulation including judicial proceedings. Information will not be deemed Proprietary Information if it: (i) becomes publicly available other than through the actions of the receiving Party in breach of this Section 6.1; (ii) is independently developed by the receiving Party without reference to the Proprietary Information of the disclosing Party; or (iii) becomes available to the receiving Party without restriction from a third party. If the receiving Party is required by a governmental or judicial law, order, rule, regulation, or permit to disclose Proprietary Information of the disclosing Party or the terms of an Order or this MSA, then the receiving Party will give prompt written notice to the disclosing Party of the requirements of such disclosure and cooperate fully with the disclosing Party to minimize such disclosure. If the Parties have entered into any confidentiality agreement prior to the MSA Effective Date with respect to the provision of Services by Enzu, that agreement will automatically be terminated without further action by the Parties from and after the MSA Effective Date, provided that such prior agreement will continue to apply to any Proprietary Information shared prior to the MSA Effective Date.

6.2 Publicity. While this MSA is in effect, Customer grants Enzu the right to use Customer's logo and name on Enzu's website and promotional materials. Customer shall have the right to require Enzu to terminate any such uses at any time by written notice to Enzu.

6.3 Non-solicitation/No-hire. While this MSA is in effect and for a period of one (1) year thereafter, Customer will not solicit or hire for employment any employee, contractor, or consultant of Enzu whom Customer has met or has had contact or worked with in connection with this MSA, the business relationship between Enzu and Customer, or the Services provided to Customer by Enzu. A general advertisement for a position will not be deemed a solicitation.

7. SERVICE LEVEL AGREEMENT

Enzu will use commercially reasonable efforts to perform each Service in an Order in accordance with the applicable service level objectives ("Service Level Objectives") set forth in the Service Level Agreement located at enzu.com/sla/ and incorporated into this MSA by reference. Subject to the terms of the MSA, in the event Enzu does not meet a Service Level Objective as applicable to a Service under an Order as specified in the Service Level Agreement, as Customer's sole and exclusive remedy and Enzu's sole liability for not meeting the Service Level Objective, Customer will be entitled to a credit, if applicable, as set forth in the Service Level Agreement ("Service Level Credit") for such Service (and no other Services) subject to all terms and conditions in the Service Level Agreement. Customer will forfeit any unused Service Level Credits that may exist as of the termination or expiration of the applicable Service Term under an Order.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 Third-Party Products and Services Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, CUSTOMER ACKNOWLEDGES AND AGREES THAT ENZU MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES UNDER AN ORDER. ENZU ASSIGNS TO CUSTOMER DURING A SERVICE TERM UNDER AN ORDER ALL ASSIGNABLE WARRANTIES AND INDEMNITIES GRANTED TO ENZU BY SUCH THIRD PARTIES TO THE EXTENT APPLICABLE TO CUSTOMER'S RECEIPT OR USE ANY OF THE SERVICES UNDER AN ORDER DURING THE SERVICE TERM ONLY.

8.2 Services Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS MSA, ENZU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY OF THE SERVICES UNDER ANY ORDER OR THE ENZU TECHNOLOGY. ENZU EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, OR CUSTOM OF TRADE AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. ENZU DOES NOT WARRANT THAT THE SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY, BUT ONLY TO THE EXTENT NECESSARY TO BRING THE EXCLUSION INTO COMPLIANCE WITH THE REQUIREMENTS OF THE APPLICABLE JURISDICTION.

8.3 Limitation of Liability. Neither Party will be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, including, without limitation, loss of use, interruption of business, loss of data, lost profits, lost revenues or the cost of purchasing replacement services, arising out of the performance or failure to perform the Services or a breach of this MSA or any and all Orders, regardless of whether such liability is based on breach of contract, tort (including all forms of negligence), strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. Enzu shall not be liable, in contract, tort or any other theory in connection with: (a) any unauthorized nonphysical access, alteration, theft, corruption or destruction of or to any computer files, databases, network, transmission facilities or equipment of Customer or its customers, end users, or other parties; (b) the content, accuracy or completeness of any Customer Content transmitted through the Services; (c) any Smart-Hands Services; (d) any failure or deficiency in the Services that is the result of Customer's failure to perform the Necessary Steps; or (e) the acts or omissions of Customer or its end users or representatives, or the acts of Enzu that are not included in the Services performed by Enzu at Customer's exclusive direction. IN NO EVENT SHALL ENZU'S TOTAL AGGREGATE LIABILITY UNDER THIS MSA AND ANY AND ALL ORDERS COMBINED, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING ALL FORMS OF NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, FAILURE TO MEET ONE OR MORE SERVICE LEVEL OBJECTIVES, OR OTHERWISE, FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGES, LOSSES, OR COSTS ARISING OUT OF ANY PROVISION OF THIS MSA OR ANY AND ALL ORDERS COMBINED OR THE SERVICES PROVIDED BY ENZU UNDER ANY AND ALL ORDERS COMBINED, EXCEED THE FEES PAID BY CUSTOMER TO ENZU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM OR CAUSE OF ACTION MADE AGAINST ENZU.

9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification. Customer shall defend, indemnify and hold harmless Enzu, and its shareholders, affiliates, subsidiaries, officers, directors, employees, agents, contractors and representatives against and from any and all loss, liability, damage and expense, including reasonable attorneys' fees, arising out of or in connection with: (a) any action or omission of Customer or Customer's directors, officers, employees, agents, vendors, partners, representatives or contractors under an Order or this MSA; (b) data transmitted, received or stored on or over Enzu's network by or through Customer; (c) any actual or alleged infringement of a third party's proprietary rights in connection with any information, materials or access to property provided by Customer; (d) the use by an end user of Customer of any Services; (e) the installation, maintenance, or operation of Customer equipment by Customer; (f) Customer's receipt or use of DDoS Product A or DDoS Product B; or (g) Customer's breach or alleged breach of any representation, warranty, or obligation in an Order or this MSA. The provisions of this Section shall survive the termination or expiration of this MSA.

9.2 Insurance. Customer will obtain and maintain: (a) Commercial General Liability insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate providing coverage for premises and operations, products and completed operations, independent contractors, and contractual liability covering obligations under this MSA; (b) "Special Causes of Loss" property insurance or the industry equivalent thereof covering all of Customer's personal property located at each

Premises covered by an Order; (c) Workers' Compensation insurance (coverage A) covering the Workers' Compensation laws applicable in the jurisdiction of each Premises covered by an Order; (d) Employers Liability insurance (coverage B) in an amount not less than \$1,000,000 for each accident, \$1,000,000 for policy limit, and \$1,000,000 occupational disease; and (e) Umbrella and Excess Liability with limits not less than \$5,000,000 covering General, Auto, and Employers Liability. The carriers providing such insurance will have a minimum A.M. Best Rating of A- or better. Upon Enzu's request, Customer shall provide to Enzu current certificates of insurance as evidence of the required insurance coverage that show that such policies list Enzu as an additional named insured, and Customer shall provide at least thirty (30) days written notice to Enzu if such policy is to be cancelled or materially altered. Customer shall require any contractor, customer or other third party entering a Enzu facility on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer under this Section.

10. MISCELLANEOUS PROVISIONS

10.1 Governing Law; Venue; Attorneys' Fees. These Terms of Service, any Orders, and this MSA are governed by and construed in accordance with the laws of the United States, specifically the state of Wyoming, not including its conflict of law principles. The parties disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms of Service. Except with respect to the costs of collection of delinquent fees, which is addressed in Section 3.1(c), the substantially prevailing party in any action or proceeding relating to this Agreement and/or any Order will be entitled to receive an award of, and to recover from the other party any fees or expenses incurred by such prevailing party (including, without limitation, reasonable attorneys' fees and disbursements) in connection with any such action or proceeding.

10.2 Disputes. For all disputes based upon, arising out of, or in any manner connected with these Terms of Service, their breach, or any of the transactions contemplated by these Terms of Service, or further agreements resulting therefrom, if the parties' attempt to settle a dispute informally is not successful, it will be settled in English by binding arbitration in the state of Wyoming (Laramie County) in accordance with the AAA Rules. Each party will bear its own expenses and will share equally in fees of the arbitrator(s). If the value of the dispute is under USD 5 million, a single arbitrator will be selected by the parties from the candidate pool. If the value of the dispute is over USD 5 million, a three (3) arbitrator panel will be selected by the parties from the candidate pool. The parties will provide each other with all requested documents and records related to the dispute in a manner that will minimize the expense and inconvenience of both parties. Discovery will not include depositions or interrogatories except as the arbitrators expressly allow upon a showing of need. The parties and arbitrator(s) will be guided in resolving discovery disputes by the Federal Rules of Civil Procedure. If disputes arise concerning discovery requests, the arbitrators will have sole and complete discretion to resolve the disputes. The parties agree that time of the essence principles will guide the hearing and that the arbitrator(s) will have the right and authority to issue monetary sanctions in the event of unreasonable delay. The arbitrator(s) will deliver a written opinion setting forth findings of fact and the rationale for the award within thirty (30) days following conclusion of the hearing. The award of the arbitrator(s), which may include legal and equitable relief, but which may not include punitive damages (except with respect to a claim for indemnification for a third-party claim that may have included such types of damages) to the extent awarded, will be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. In addition to award the arbitrator(s) will have the discretion to award the prevailing party all or part of its attorneys' fees and costs, including fees associated with arbitrator(s), if the arbitrator(s) determines that the position taken by the other party on material issues of the dispute were without substantial foundation. These Terms of Service will control if there is a conflict between these Terms of Service and the AAA Rules.

10.3 Force Majeure. Except for the Customer's obligation to make payments (unless Enzu is unable to provide the applicable Services due to the reasons set forth in this Section 10.2) and maintain insurance, neither Party will be liable to the other for any failure or delay in its performance hereunder due to acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, or other similar acts beyond a Party's reasonable control, provided that the delayed Party: (a) gives the other Party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance if reasonably practicable.

10.4 Assignment. Customer may not assign, transfer, sublease, or sublicense any portion of its rights to the Service(s), any Order, or this MSA or otherwise grant an encumbrance of any of its rights thereunder (except as expressly provided in this MSA or an Order), without Enzu's prior written consent. In the event of an approved assignment, Customer will remain bound by the terms of the applicable Order and this MSA. Enzu may assign or transfer the Services, an Order and this MSA without the consent of Customer.

10.5 No Waiver. The failure of a Party to enforce any provision of an Order or this MSA will not constitute a waiver of that provision or deprive a Party of the right to subsequently insist upon strict adherence to that provision, or any other provision contained therein.

10.6 Severability. The provisions of this MSA and the Order(s) are severable. If any provision is determined invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

10.7 Counterparts. An Order or this MSA may be signed in counterparts with the same force and effect as if required signatures were contained in a single, original instrument.

10.8 Injunctive Relief. The Parties acknowledge that a threatened or actual breach of Section 6.1 or 6.3, or infringement of a Party's intellectual property rights, will result in immediate, irreparable harm, and equitable relief may be sought by the non-breaching Party from a court of competent jurisdiction located in Laramie County in the state of Wyoming.

10.9 Notices. All notices, consents and communications pursuant to this MSA or an Order will be in writing and will be deemed to have been duly given: (a) when sent by email, (b) on the date delivered in person or by courier to the recipient Party at the address set forth on the Cover Page, or (c) on the date received if sent by certified or registered mail, return receipt requested, and in either of (a), (b), or (c) addressed to the recipient Party at the address set forth on the Cover Page as same may be subsequently modified by a Party through written notice to the other Party or, in the case of notice to Customer, the address or individual specified by Customer in Enzu's customer portal or similar system as same may be modified by Customer from time-to-time. Notwithstanding the foregoing, (i) Enzu's notices to Customer with respect to billing matters, including increases to MRCs under Section 3.1(a), will be deemed given when included in any invoice sent to the email or other address designated by Customer for receipt of invoices regardless of whether such designation is made pursuant to this Section 10.8; (ii) notices for matters related to terminations and non-renewals will be deemed given when provided in accordance with Section 5.5; and (iii) notices for matters related to the Service Level Agreement will be deemed given when provided in accordance with the terms of the Service Level Agreement. A refusal to accept delivery by a Party will be deemed delivery.

10.10 No Third-Party Beneficiaries. No person or entity, other than the Parties, will be a direct or indirect beneficiary of, or will have any direct or indirect cause of action or claim in connection with, an Order or this MSA.

10.11 Interpretation. Neither Party will be considered the drafter of an Order or this MSA so as to give rise to any presumption or convention regarding construction of such Order or this MSA.

10.12 No Modifications. The Order(s) and this MSA entered into by the Parties may not be modified except by a written instrument signed by an authorized representative of Enzu. Customer may not vary an Order or this MSA in any manner without the written approval of Enzu, even if Customer purports to condition its acceptance subject to any different or additional terms.

10.13 Conflicts. In the event of a conflict or inconsistency between this MSA and an Order, this MSA shall control in all instances.

10.14 Entire Agreement. This MSA together with an Order constitutes the entire agreement between the Parties with respect to the subject matter of the Order and supersedes all prior written or oral negotiations, understandings, agreements and/or MSAs between the Parties concerning the subject matter of such Order, except that this MSA together with all Orders collectively will constitute the entire agreement between the Parties with respect to the subject matter in any provision in this MSA that explicitly references or applies to another Order or all Orders (for example only and not by way of limitation, Sections 5.2, 5.4, and 8.3 of the Terms and Section 6 of the Service Level Agreement).