

COLOCATION AGREEMENT

This Colocation Agreement (“Agreement”) is effective as of April 7, 2023 (“Effective Date”), by and between Blockmine Inc, 1209 Orange Street, Wilmington, 19801 Delaware, United States, (“Blockmine”), and the client listed below (“Customer”), collectively known as the “Parties”, for computer and server colocation services.

1. Service.

1. Facility. Blockmine will provide cryptocurrency mining facility, electrical power, and Internet access to Customer at the facility specified on Addendum A (the “Facility”) for the purposes of installing, maintaining, and operating Customer’s servers specified on Addendum A (the “Equipment”), which may be updated from time to time to add or delete Equipment.

2. Term and Termination.

1. Term. The Agreement commences on the earliest date Blockmine notifies Customer that any Equipment has been received and turned on by Blockmine (“Installation”), and shall remain effective for as long as any Equipment Term is in effect as specified on Addendum A. This Agreement may be changed by written amendment signed by both parties.
2. Termination for Cause. Blockmine may terminate this Agreement for cause immediately following written notice to Customer if Customer: (a) fails to make any payment(s) due pursuant to this Agreement; (b) violates, or fails to perform or fulfill any covenant or provision of this Agreement, and any such matter is not cured within ten (10) days after notification from Blockmine; or (c) enters into bankruptcy, dissolution, financial failure or insolvency, sale or merger with another person, corporation or entity, unless approved in advance by Blockmine (each, a “Default”).
3. Effect of Termination. In the event of a Default by Customer, Customer agrees to pay immediately to Blockmine all amounts then owed. If Customer fails to make any such payments, Blockmine shall have the right to (a) sell or retain possession of; (b) reconfigure for Blockmine’s use; or (c) remove and store at Customer’s expense, all or any portion of the Equipment without any cost, obligation or liability of Blockmine to Customer.

3. Fees and Payment.

1. Initial Setup Fees. Customer shall pay Blockmine the Initial Setup Fees set forth on Addendum A.
2. Monthly Service Fees. Customer shall pay Blockmine the Monthly Service Fees set forth on Addendum A. Monthly Service Fees are based on the Equipment expected power consumption as listed on Addendum A (“Expected Consumption”). Blockmine may adjust the Monthly Service Fees if actual power consumption, as reasonably determined by Blockmine, exceeds the Equipment’s Expected Consumption.

3. Rate Changes. Blockmine reserves the right to modify its rates (a) at the end of any Term, provided Host notifies Client at least thirty (30) days in advance of the effective date of such rate change, or (b) upon a material increase in any of Host's operating costs, including, without limitation, power rates, facility leasing rates, tax rates or increased regulatory compliance costs.
4. Taxes. Where applicable, Customer is responsible for paying any and all taxes, including without limitation any federal, state, or local taxes on manufacture, sales, gross income, receipts, occupation, or use.
4. **Security Interest.** Customer hereby grants a security interest in the Equipment in favor of Blockmine to secure the obligations of Customer under this Agreement. Blockmine may, at such time as it determines appropriate, file a UCC 1 Financing Statement in such places as it determines to evidence the security interest granted by Customer to Blockmine under this Agreement.
5. **Network and Access.**
 1. Network. Blockmine will provide a minimum of 100mbps of local network connectivity to each piece of Equipment on a single Ethernet segment. Customer may elect to use Blockmine's standard firewall and Dynamic Host Configuration Protocol ("DHCP") services. Customer is responsible for all network and device security, including providing a firewall and managing passwords.
 2. Access. Only those persons specifically authorized by Blockmine may access the Facility. Blockmine may deny or suspend Customer's access to the Equipment based on Blockmine's then-current Security Policies and Procedures including:
 - 2.1. All access into the Facility must be supervised by a Blockmine representative;
 - 2.2. Customer shall provide two (2) day' notice to Blockmine prior to any maintenance or repair of the Equipment;
 - 2.3. Customer shall perform Equipment maintenance and repairs during normal business hours (Monday-Friday, 7AM – 6PM Central Standard Time);
 - 2.4. Customer may request immediate and/or after-hour access to the Facility to perform emergency maintenance. Blockmine will make every reasonable attempt to accommodate Customer's after-hour emergency access requests. Access to the Facility may occur based on availability of Blockmine staff.
 3. Hazardous Conditions. If, in the discretion of Blockmine, its employees or agents, any hazardous conditions arise on, from, or affecting the Facility, Blockmine is hereby authorized to suspend service under this Agreement without subjecting Blockmine to any liability.

4. Demand Response/Load Resource Participation Program. Customer understands that Blockmine participates in various Demand Response / Load Resource Participation Program (“LRP Program”) at its facilities. The LRP Program is designed to maintain the integrity of the local grid system and allows for cost savings that are passed on to Blockmine customers. The LRP Program provides the local grid operator with the capability to shut off the power load serving Blockmine customers in response to emergency load situations.

6. Removals and Relocation of Equipment.

1. If it is necessary or desirable, for Blockmine’s efficient use of the Data Center, to relocate the Client Equipment or Client Space to another area in the Data Center(s) or in to another facility of the Host, the Parties will cooperate in good faith with each other to facilitate such relocation. Host shall be solely responsible for the costs incurred by Host in connection with any such relocation. Relocation made by Host at the request of Client, will be at the sole expense of Client. Host will use commercially reasonable efforts to minimize and avoid any interruption in Services during such relocation.
2. If at any time the Equipment causes unacceptable interference to existing or prospective Blockmine customers or their Equipment, Blockmine may require Customer to remove or relocate the Equipment at Customer's sole expense. If Customer is unable to cure such interference by relocating the Equipment, Blockmine may terminate this Agreement without further obligation to Customer under this Agreement.
3. In the event of an emergency, as determined in Blockmine’s reasonable discretion, Blockmine may rearrange, remove, or relocate the Equipment without any liability to Blockmine. Notwithstanding the foregoing, in the case of emergency, Blockmine shall provide Customer, to the extent practicable, reasonable notice prior to rearranging, removing, or relocating the Equipment.
4. Customer shall not remove any of the Equipment from the Facility without the prior written authorization of Blockmine. Customer will provide Blockmine with written notification a minimum of two (2) days before Customer wishes to remove any of the Equipment from the Facility. Before authorizing the removal of the Equipment, Blockmine will verify that Customer has no payments due. Once Blockmine authorizes the removal of the Equipment from the Facility, Customer will remove such Equipment, and shall be solely responsible to bring appropriate packaging and moving materials. If Customer uses an agent or other third party to remove the Equipment, Customer shall be solely responsible for the acts of such party, and any damages caused by such party to the Equipment or otherwise.

7. Customer Responsibilities.

1. Acceptable Use Policy. Customer shall at all times use the Equipment and maintain the Facility, in a safe manner and according to Blockmine's then-current Acceptable Use Policy, available at <https://www.blockmine.us/acceptable-use-policy/>.
2. Compliance with Laws. Customer's use of the Facility and the Equipment located at the Facility, must at all times conform to all applicable laws, including international laws, the laws of the United States of America, the laws of the states in which Customer is doing business, and the laws of the state where the Facility is located.
3. Licenses and Permits. Customer shall be responsible for obtaining any licenses, permits, consents, or approvals from any federal, state, or local government, which may be necessary to install, possess, own, or operate the Equipment.
4. Insurance. It is understood that Blockmine is not an insurer and Customer Equipment is not covered by any insurance policy held by Blockmine. Customer is responsible for obtaining insurance coverage for the Equipment.
5. Equipment in Good Working Order. Customer shall ensure all Equipment is in good working order and suitable for use in the Facility. It is understood that Customer is responsible for any costs associated with the troubleshooting and repair of Equipment received in non-working order, including labor and parts. Blockmine is not responsible in any way for installation delays or loss of profits as a result of Equipment deemed not to be in good working order upon arrival at Facility.
6. Modification and/or Overclocking of Equipment. Customer shall notify and obtain prior written approval from Blockmine before any modifications, alternations, firmware adjustments or overclocking are made to Customer's Equipment ("Modified Equipment") which might cause Equipment's performance to deviate from the standard and/or factory specifications. If Blockmine determined that one or more of the Customer's Equipment has been altered or modified without Blockmine prior written approval ("Non-Compliant Equipment"), Blockmine reserves the right to immediately discontinue service to such Non-Compliant Equipment and/or invoice Customer for Blockmine incremental cost from such Non-Compliant Equipment, which calculation will be solely determined by Blockmine and will be final and immediately payable by Customer. Additionally, Customer will be subject to a Non-Compliant Equipment fee equal to 25% of Equipment's monthly rate that will be applied for each month Equipment was deemed to be non-compliant.
8. Common Carrier. Blockmine and Customer agree that Blockmine is acting solely as a common carrier in its capacity of providing the Service hereunder and is not a publisher of any material or information. Furthermore, Blockmine has no right or ability to censor materials or information traversed through Blockmine's networks.
9. Warranty and Disclaimer. BLOCKMINE MAKES NO WARRANTIES OR GUARANTEES RELATED TO THE AVAILABILITY OF SERVICE OR THE OPERATING TEMPERATURE OF THE FACILITY.THE SERVICE AND THE FACILITY PROVIDED BY BLOCKMINE IS PROVIDED "AS IS." BLOCKMINE DOES NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS

SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY, ETC. BLOCKMINE MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; or (C) WARRANTY AGAINST INTERFERENCE. BLOCKMINE DOES NOT WARRANT THAT (A) THE SERVICE SHALL BE AVAILABLE 24/7 OR FREE FROM MINOR INTERRUPTIONS; (B) THE SERVICE SHALL MEET CUSTOMER'S REQUIREMENTS OTHER THAN AS SET OUT IN THE DOCUMENTATION; OR (C) THE SERVICE SHALL PROVIDE ANY FUNCTION NOT DESIGNATED IN THE DOCUMENTATION.

10. Limitation of Liability.

1. Customer understands and acknowledges that in some situations Equipment functionality may be unavailable due to factors outside of Blockmine's control. This includes, but is not limited to network failures, pool operator failures, denial of service attacks, currency network outages, hacking or malicious attacks on the crypto networks or exchanges, power outages, or Acts of God. BLOCKMINE SHALL HAVE NO OBLIGATION, RESPONSIBILITY, AND/OR LIABILITY FOR THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE EQUIPMENT FUNCTIONALITY CAUSED BY FACTORS OUTSIDE OF BLOCKMINE'S REASONABLE CONTROL; (B) ANY LOSS, DELETION, OR CORRUPTION OF CUSTOMER'S DATA OR FILES WHATSOEVER; (C) ANY LOST REVENUE TO CUSTOMER DURING OUTAGES, EQUIPMENT FAILURES, ETC.; (D) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTY NOT UNDER BLOCKMINE'S CONTROL; OR (E) DAMAGES RESULTING FROM EQUIPMENT OR ANY THIRD PARTY EQUIPMENT.
2. IN NO EVENT SHALL BLOCKMINE BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, NEGLIGENCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION, OR DELAYS, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF BLOCKMINE PURSUANT TO THIS AGREEMENT. EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 11, BLOCKMINE'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BLOCKMINE FROM CUSTOMER IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.
3. Customer's sole remedy for performance or non-performance of the terms of this Agreement shall be a refund of any fees paid to Blockmine for the current service month. Unless applicable law requires a longer period, any action against Blockmine in connection with this Agreement must be commenced within one year after the cause of the action has occurred.

4. Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any loss or injury and releases and waives all right of recovery against Blockmine.

11. **Indemnification.** Customer will indemnify, hold harmless, and defend Blockmine, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, brought by any party on account of the Equipment or Customer's use of the Equipment, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, neglect or misconduct of Customer, its agents, representatives, employees, contractors and their employees and subcontractors and their employees.

12. **Miscellaneous.**

1. Lease Agreement. Blockmine leased certain premises in the Facility from the Facility's owner ("Owner") pursuant to a lease agreement ("Lease"). Pursuant to the Lease, Blockmine has the right to execute and enter into this Agreement for certain space located within the Facility. Customer is not a party to or a beneficiary under the Lease and has no rights thereunder.
2. Representations. The parties have not made or relied upon any representations, understandings, or other agreements not specifically set forth in this Agreement.
3. Whole Agreement. This Agreement, the Addendum, and any documents referenced in this Agreement represent the whole Agreement between the parties and is a final, complete and exclusive statement of the terms of this Agreement. No course of prior dealing between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.
4. Waiver, Severability. The waiver of any breach or default does not constitute the waiver of any subsequent breach or default. If any provision of this Agreement is held to be illegal or unenforceable, it shall be deemed amended to conform to the applicable laws or regulations, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall continue in full force and effect.
5. Amendment. Amendments, modifications, or supplements to this Agreement must be in writing signed by authorized representatives of both parties.
6. Assignment. Neither this Agreement nor any right or obligation arising under this Agreement may be assigned by Customer in whole or in part, without the prior written consent of Blockmine. Blockmine may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Customer's prior written consent. Subject to the restrictions on assignment of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

7. Force Majeure. Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions; fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service and maintenance needs.
8. Venue. Any proceeding concerning this Agreement must be brought in a State of Federal court located in New Castle County, Delaware and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts.
9. Governing Law. This agreement shall be governed by the laws of the State of Delaware.
10. Relationship of the Parties. The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, Blockmine shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.
11. Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.