

NORTH GEORGIA DATA, LLC

Colocation HOSTING Agreement

This Colocation Hosting Agreement (this “Agreement”) is entered into between North Georgia Data, LLC, a Georgia limited liability company (“NGD,” “we,” “us,” or “our”) and the undersigned individual or entity (“Customer,” “you,” or “your”).

BACKGROUND

1. NGD provides hosting and management services to persons and entities that mine for cryptocurrencies from its colocation facility (the “Facility”).
2. Customer desires to obtain services from NGD on the terms contained in this Agreement.

TERMS OF AGREEMENT

1. **NGD Services.** The services NGD will provide to Customer include installing, configuring, hosting, and maintaining the cryptocurrency mining equipment you deliver to us (“Your Equipment”), monitoring the performance of Your Equipment (subject to Section 6 (Monitoring Performance of Your Equipment)), and providing the electricity, networking interconnectivity, cooling, and associated facilities and staffing necessary for Your Equipment to mine for cryptocurrency (collectively, the “Services”). At an additional cost (not included in the NGD’s standard pricing options for the Services), you may request virtual private network (VPN) services to be included in the Services.

2. **Initiation.** To begin obtaining the Services, you must submit to us via our website or via email an order form, which is available at northgeorgiadata.com/order (each, an “Order Form”), accept the terms of this Agreement, and deliver Your Equipment to us to install and configure. You may email the order form to Tim@Northgeorgiadata.com. Prior to NGD providing the Services to you, you must pay for the first and last month of services agreed to on the order form. For example if a 12 month contract is selected, customer must pay for month 1 and month 12 up front. The amount billed will remain constant during the term of the contract.

3. **The Facility.** This Agreement is not an agreement to rent space in the Facility. It is an agreement for NGD to provide the Services to Customer, which include NGD installing and hosting Your Equipment in the Facility. We retain the right to maintain and operate the Facility in any manner that will best enable us to operate our business. While Customers are not allowed general access to the Facility, NGD may agree, in its discretion, (but are by no means obligated) to give a tour of the Facility to Customers upon request.

4. **Customer Information.** When you complete the Order Form online or submit the Order Form via email, you are required to provide us with information about you, including your name, physical address, billing address, email address, and phone number (“Customer Information”). We will rely on this Customer Information. It is your obligation to provide us with correct Customer Information and to ensure we always have the correct, up to date information. You must also provide to us the identity of the mining pools (both default and failover options) in which you will participate, along with the associated usernames for all such pools. The individual or entity you designate as the customer in the Order Form is the owner of your account. If we receive knowledge that there is a dispute regarding ownership of an account to which you are associated, we may lock the account and prohibit transfer of the account until the dispute is resolved to NGD’s sole satisfaction.

5. **Responsibility for Mining Decisions.** You are undertaking cryptocurrency mining for your benefit and at your own risk. Customer is solely responsible for making all significant choices related to cryptocurrency mining, including the type and number of cryptocurrency miners to purchase, which cryptocurrencies to mine, whether to use one or more mining pools and, if so, which ones to use, when and to whom to sell any cryptocurrency, the sale of Customer miners, and whether or not to convert any mined cryptocurrency to another cryptocurrency or to fiat currency, and how to complete such conversion. If we require information from you to perform the Services (e.g., the identity of your mining pools and your associated usernames), you are responsible for communicating that information to us. We will not make decisions for you. If you ask for recommendations, we may communicate options or opinions to you, although you accept all responsibility for the decisions you make regarding your cryptocurrency mining. Customer acknowledges that some of your choices may be limited by NGD’s software, systems, and capacity to provide the Services, and other factors. If Customer is not happy with the options NGD offers to you, you should terminate this Agreement pursuant to Section 19 (Term and Termination).

6. **Monitoring Performance of Your Equipment.** After NGD connects each miner in Your Equipment to the mining pool you select, NGD will generate a worker name for each of the miners we are managing for you. You are responsible for verifying (by using the worker names), that each of your miners is connected to the appropriate mining pool. NGD will monitor the performance of Your Equipment to the extent we are able to do so. However, we will never have access to your mining pool accounts and, consequently, we will have access to less data than you regarding the mining pool performance of Your Equipment. For this reason, Customer will always be primarily responsible for ensuring Your Equipment is performing to its specifications, including at the speed and power you expect.

7. **Repairs, Maintenance, and Changes.**

- **Support Requests.** If you identify any of Your Equipment that is not performing to its specifications, you must submit a support request via email only to support@northgadata.com. Each request will be assigned a unique ticket number. All communication with regards to support request will be handled through NGD’s ticketing system.

- Repairs and Maintenance. Routine maintenance services, such as replacing a fan in a miner or occasionally rebooting a miner, is included as part of the Base Fees. Non-routine maintenance and repair services, such as replacing the controller board on a miner, is not included in the Base Fees. NGD reserves the right, in its sole discretion, to determine if a certain type of repair or maintenance is routine and included in the Base Fees or if it is not. If repair or maintenance services are required for Your Equipment that are outside the scope of the routine services paid for through the Base Fees, Customer is responsible for communicating to NGD their decision regarding repairing or maintaining Your Equipment in such context. NGD's hourly labor rate for non-routine maintenance and repair services is \$75.00 per hour. If we know any such repairs or maintenance work will void an existing warranty on Your Equipment, we will endeavor to inform you of that, although NGD bears no responsibility for ensuring its work or that of third-parties is in compliance with any warranty that applies to Your Equipment. Customer is always responsible for the cost of replacement parts.

Customer is not entitled to a reduced or prorated fee should customer's equipment require repair by NGD or an outside repair center. Customer remains responsible for its full contract amount when Customer's equipment is being repaired.

- Account Changes. If Customer desires to change the mining pool, Your Equipment, or anything that affects the Services, you may make such changes through the NGD Ticketing System. NGD reserves the right to charge Customer for more than three pool changes per month. Alternatively, Customer has the option to purchase Virtual Private Network access to a where Customer may make unlimited pool changes and also execute both soft and hard reboots. The cost of this access can be found on the order form and is charged as a flat fee per miner per month. Customer must request this access on the Order Form.

8. Other Customer Responsibilities.

- Equipment Compatibility. It is Customer's responsibility to ensure that Customer's Equipment is compatible with the NGD's Customer's, Facility, and network without further assistance from us. If any aspect of Customer's Equipment is not compatible with the Services and Customer instructs NGD to make Customer's Equipment compatible and/or Customer asks NGD to install Your Equipment even though it is not compatible with the Services, Customer will be charged our hourly rate for such additional services.
- Mined Cryptocurrency. NGD does not have the ability to access any cryptocurrency mined by Customer's Equipment. Customer is solely responsible for providing Customer's digital currency wallet address directly to the mining pools in which Customer participates. Customer is solely responsible for maintaining and controlling Customer's digital currency wallet(s).
- Compliance with Laws. Customer must comply with all laws, regulations, and ordinances that apply to Customer's cryptocurrency mining activities.

- Taxes and Finances. Customer is responsible for all tax, accounting, and financial obligations that result from your cryptocurrency mining activities, including any applicable importation and exportation taxes for Customer's Equipment.
- Communication. Customer is solely responsible for providing to us any information we require to provide the Services, including giving us instructions with respect to items of Customer's Equipment that are broken and need repairs or part replacements that are outside the scope of the routine maintenance services included in the Base Fees.
- Account Credentials. Customer must safeguard its NGD account credentials. If Customer believes Customer's NGD account credentials were compromised, let us know immediately. Customer must also safeguard your mining pool account credentials. If Customer believes any of such account credentials were compromised, inform the appropriate mining pool promptly. If any of Customer's mining pool account credentials are unrecoverable, inform us immediately. **CUSTOMER MUST NEVER PROVIDE ANY OF CUSTOMER'S MINING POOL ACCOUNT PASSWORDS TO NGD, INCLUDING ANY OFFICER, EMPLOYEE, OR PERSON PURPORTING TO BE AN AGENT OF NGD. WE HAVE NO NEED FOR YOUR MINING POOL PASSWORDS AND DO NOT WANT TO EVER RECEIVE THEM.**

9. **Restricted Activities.** You may not use Your Equipment or the Services to conduct any business or activity or solicit the performance of any activity for any illegal, fraudulent, unauthorized, or improper purposes. You may not engage in activity that may be reasonably interpreted to be malicious or harmful. You must comply with all applicable constitutions, laws, ordinances, principles of common law, codes, regulations, statutes or treaties and all applicable orders, rulings, instructions, requirements, directives or requests of any courts, regulators or other governmental authorities in connection with Your Equipment and your use of the Services. You will not attempt to: (a) access the Facility or the Services without consent from NGD, (b) access Your Equipment without notice to NGD, or (c) interfere in any manner with the provision of the Services or otherwise abuse the Services or NGD's software. We reserve the right to prohibit uses that are not set out above if we have a reasonable belief that they will damage NGD, interfere with our ability to provide the Services, or interfere with the rights or expectations of other NGD customers.

10. **Customer's Representations and Warranties.** Customer makes the following representations, warranties, and agreements in favor of NGD as of the date you first accept this Agreement and each date that you submit an Order Form to NGD:

- Customer has the power, authority and legal right to enter into this Agreement and perform your obligations under this Agreement;
- This Agreement constitutes the valid and legally binding obligation of Customer enforceable against you in accordance with its terms, except as limited by general

equitable principles and applicable bankruptcy, insolvency, and other laws of general application affecting enforcement of creditors' rights generally;

- Customer is a sophisticated investor and is able to bear the economic risk associated with cryptocurrency mining. Your overall commitment to investments in cryptocurrency mining, including Your Equipment, is not disproportionate to your net worth. Customer has adequate means of providing for Customer's current needs and personal and family contingencies and has no need for liquidity in Customer's investment in the cryptocurrency mining equipment. Customer is financially able to bear the economic risk of becoming a cryptocurrency miner, including bearing losses should the results of mining not recoup its costs;
- Customer acknowledges receipt and careful review of the Agreement, and has been furnished with all information regarding the Services that Customer requested or desires to know;
- Customer has been advised that they have the right to seek their own legal counsel to review this Agreement prior to executing the Agreement.
- Customer acknowledges that cryptocurrency mining, holding, and transacting may involve tax consequences and legal implications and that NGD has proffered no tax or legal advice to Customer. You must retain your own professional advisors to evaluate the tax and other legal implications of cryptocurrency mining, holding, and transacting;
- Customer agrees that the Services are not an investment contract or any other type of security under the United States or other securities laws. As such, Customer is not entitled to the protections afforded those transacting in securities under such securities laws;
- Customer acknowledges there may be theoretical or practical competition between NGD and Customer in respect of cryptocurrency mining. Customer hereby waives all potential and existing conflicts of interest that NGD may have in providing the Services to Customer or otherwise;
- Customer has the knowledge and experience to use the Services effectively and take full responsibility for all outcomes and implications of Customer's cryptocurrency mining activities; and
- Customer understands that no data transmission over the internet is guaranteed to be secure. NGD is not responsible for the security of information transmitted over the internet. The security of our network is maintained according to generally accepted industry standards.

11. **NGD's Representations and Warranties.**

- Our Representations and Warranties. We represent and warrant to Customer as of the date you accept this Agreement that we have the power, authority, and legal right to enter into this Agreement; and perform our obligations hereunder this Agreement.
- GENERAL DISCLAIMERS. Other than the foregoing sentence, NGD makes no representations or warranties to customer, and any implied warranties are expressly disclaimed. THE SERVICES ARE PROVIDED “AS-IS, WHERE-IS” AND “WITH ALL FAULTS” AND CUSTOMER ACCEPTS THE SERVICES AT YOUR OWN RISK. In particular, NGD makes no warranties whatsoever about GENERAL information WE PROVIDE ON OUR WEBSITE OR OTHERWISE. WE DO NOT MAKE, AND HEREBY DISCLAIM, ALL OTHER EXPRESSED AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES WILL MEET ANY OR ALL OF YOUR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. NO EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON OUR BEHALF.
- MALWARE DISCLAIMER. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, WHILE NGD USES COMMERCIALY REASONABLE PRACTICES TO IDENTIFY, SCREEN, AND PREVENT THE INTRODUCTION OF, AND WILL NEVER KNOWINGLY INTRODUCE ANY, VIRUSES, TROJAN HORSES, WORMS, SPYWARE, BACK DOORS, EMAIL BOMBS, MALICIOUS CODE, OR SIMILAR ITEMS (COLLECTIVELY, “MALWARE”) INTO OR THROUGH YOUR EQUIPMENT, NGD MAKES NO REPRESENTATION OR WARRANTY THAT MALWARE WILL NOT INFECT OR AFFECT YOUR EQUIPMENT AND NGD HAS NO LIABILITY IN RESPECT OF ANY MALWARE, INCLUDING LIABILITY BASED UPON A CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT BUT EXCLUDING NGD’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

12. **No Transfer of Intellectual Property Rights.** This Agreement does not transfer to Customer any ownership, interest, or proprietary rights in any software, technology, work, processes, or other property or rights of NGD (or any part thereof), and all right, title, and interest in and to the foregoing will remain solely with NGD.

13. **Service Levels.**

- Power Availability. Subject to Section 13(b), power will be available to Your Equipment 99.9% of the time (“Availability Target”). If NGD does not meet this power availability requirement for any month, NGD will provide Customer a discount to the Base Fees you owe for the following month. Such discount will be the percentage obtained by subtracting the actual power availability from the Availability Target. For example, if

power is available to Your Equipment for 97.8% of the time in a given month, Customer is entitled to a 2% discount to its Base Fees for the following month (99.9% – 97.8% = 2.1%).

- Exceptions to Power Availability. The Availability Target is reduced by any of the following: (i) scheduled routine maintenance, (ii) planned, periodic relocations of Your Equipment, (iii) an event covered by Section 28 (Force Majeure), (iv) an event we reasonably deem to be an emergency, (v) an issue with any software, data, hardware, or network outside NGD's direct control, (vi) outages or disruptions caused by a third party outside NGD's direct control, and (vii) any suspensions due to your late payment. We will not arbitrarily or capriciously relocate Your Equipment. However, we may relocate Your Equipment as necessary to accommodate changing operational needs in the Facility and such relocation will result in a reduction to the Availability Target under Section 13(b)(ii).
- Environmental Temperature. NGD will use commercially reasonable efforts to ensure that the supply inlet air temperature and the relative humidity in the Facility meet the operating specifications provided by the manufacturer(s) of Your Equipment.
- Emergency. In an emergency, the Facility will take precedence over Your Equipment. NGD may remove or rearrange Your Equipment during an emergency without any liability to Customer or any individual or entity associated with Customer. Customer hereby acknowledges this waiver of liability in the event of Emergencies.

14. Security.

- Facility and Equipment Security. NGD uses commercially reasonable efforts to ensure that access to the Facility and Your Equipment will be monitored and restricted at all times. If we determine that Your Equipment endangers the security of our network, any of our other customers security and/or equipment, or third parties or the Facility, you are required to cooperate with us in a security review. If we determine that Your Equipment has in fact compromised the security of such items, you will be charged for any security remediation. Your ability to use the Services may be suspended during the security remediation period. We agree to provide you with written notice if we determine that there has been unauthorized access to aspects of the Facility or Your Equipment that are fully within our control. This notice will be provided to you as soon as reasonably possible; however, mitigation of the security of our network and the Facility shall take priority over notification.
- Account and Information Security. NGD uses two-factor authentication and encryption to the degree we deem advisable, and we take seriously our obligation to safeguard your personally-identifiable information ("PII"). However, NGD is not liable for any security breach that results in disclosure of your PII to third parties unless due to NGD's gross negligence or intentional misconduct.

15. **Fees and Taxes.**

- **Recurring Fees.** The billing cycle and cost for the Services is set out in each Order Form you submit to us and is based on the number of months you commit to purchase Services. You are responsible for all fees for the Services (“Base Fees”).
- **Promotional Offers.** From time to time NGD may extend promotional offers with terms that modify our standard terms, including by reducing the Base Fees and non-recurring charges. Special promotions typically apply to new customers only. If you terminate the Services with a special promotion, we will remove the discount or other benefit from the special promotion, which may result in additional fees, nonrecurring charges, and associated taxes.
- **Non-recurring Charges.** We may require that you pay certain non-recurring charges, such as delivery expenses, customs and exportation fees, repair fees (to NGD or third-party providers to which we send any damaged items of Your Equipment if you request us to repair such items), and changes to your account, including mining pools of excess of the number of changes per month allowed pursuant to Section 7(c) (Account Changes). Payment of any outstanding non-recurring charges is a condition precedent to our obligation to provide the Services to you.
- **Taxes.** You are responsible for all taxes assessed by local, state/provincial, and/or federal, authorities regardless of your physical location. If these taxes are assessed on us, based on the Services we provide to you, and we are required to pay these taxes, they will be billed to you, in addition to a reasonable special handling and processing fee. You are not responsible for taxes based on our income.
- **No Refunds.** Base Fees, non-recurring charges, and associated taxes are not refundable in whole or in part, nor are they subject to any satisfaction or performance guarantees.

16. **Security Interest.** You grant to NGD a security interest in your right, title, and interest, now existing and hereinafter arising, in all of Your Equipment and any other rights to payment arising out of this Agreement. This security interest secures the payment of your obligations under this Agreement, including any obligations to pay the Base Fees you owe to us hereunder and the payment and performance of all other liabilities and obligations of Customer to NGD of every kind and description, direct or indirect, absolute or contingent, due or to become due, and now existing or hereafter arising. You hereby appoint NGD as your attorney-in-fact to file such financing statements, amendments and any other instruments related to this Agreement without any requirement to obtain any other consent from you.

17. **Payments.**

- Flat Fee Payments: For customers who have selected flat fee billing on the order form, Base Fees and associated taxes (if there are any) are invoiced monthly in advance prior to the first day of next billing cycle and due 7 calendar days after issuance. If the bill is not paid within 7 days your account will be marked delinquent. The billing cycle begins on the day Your Equipment is setup and connected in NGD's facility. The billing cycle is 30 days or 720 hours in duration. Upon initiation, NGD collected the first and last month payment up front prior to deploying any equipment. The first month collected is applied to the first month charge associated with the customer account. The last month is held as security until the last month payment for the contract comes due after which the payment is applied to the customer's account.
- Non-Recurring Charges: Non-recurring charges and associated taxes will generally be billed in advance and must be paid in full before NGD performs any work or services in respect thereof. If NGD invoices Customer for any non-recurring charges after performing the associated work or services, Customer must pay the related invoices within 15 days of receipt.
- Late Payments. If you do not make any payment due hereunder within 48 hours of the issuance of the invoice, your account will be considered delinquent, and we may suspend the Services at any time. You are responsible for all charges we incur because of your delinquency, including collection charges and attorneys' fees. Delinquent payments are subject to default fees equal to the lesser of 1.5% per month and the maximum amount allowed by law.
- Merchant Fees. Any payment due hereunder that is made by credit card will be subject to a 3% processing fee. Any payment submitted via the Bitpay payment system will be subject to a 1% processing fee that is included in the invoice and paid directly to Bitpay. All incoming bank wires or cashier's checks are accepted with no processing or merchant fees.

18. Default in Payments.

- Suspending the Services. If you fail to pay Base Fees, any non-recurring charges, or applicable taxes when due, NGD may immediately suspend the Services. During any period of suspension, we may allow Your Equipment to continue operating, in which case any cryptocurrency we mine becomes the property of NGD and shall not be used to offset amounts owed and due NGD. You acknowledge that the retention said cryptocurrency is not a penalty but is in the nature of liquidated damages.
- Acceleration of Balance Owed Under this Agreement. It is understood and agreed that on default in the payments, or any part thereof, when due, 48 hours after the payment is due, NGD, at its' election, may accelerate the total amount owed under the contract and declare the same payable at once without notice or demand, which is hereby waived, on any parties to this Agreement. You acknowledge that such Acceleration of the balance owed under the contract is not a penalty but is in the nature of liquidated damages.

- Customer's Equipment Upon Default. 30 days after default in payment, Customer's equipment will become the property of NGD. Any Cryptocurrency remaining on Customer's Cryptocurrency mining equipment 30 days after Customer defaults on payment becomes the property of NGD automatically. Retention of said Equipment 30 days after Customer defaults on payment is not used to offset moneys owed by Customer to NGD. You acknowledge that retention of said equipment owed under the contract is not a penalty but is in the nature of liquidated damages.
- Attorneys' Fees. Legal costs associated with indemnification will be billed to you, and you will remain responsible for all such legal costs, and any costs associated with collection.

19. **Term and Termination.**

- Term. This Agreement begins on the date all of the following are completed: (i) Customer signs this Agreement, (ii) Customer submits their first Order Form to NGD via NDG's website or by emailing the details to Tim@Northgeorgiadata.com (iii) NGD receives miners Customer sends to us, (iv) NGD sets up and connects Customer Equipment, (v) Customer pays all upfront fees required by NGD. The initial term of this Agreement is the contractual time period you select in such Order Form. Upon expiration of the such time period, this Agreement will automatically renew either (A) on a month to month basis at NGD's applicable Base Fee pricing for one-month contracts or (B) for the time period you select in a new Order Form you submit to NGD unless this Agreement is otherwise terminated pursuant to this Section 19.
- Mutual Right to Terminate for Convenience. Either NGD or Customer may terminate this Agreement and all or any portion of the Services by providing written notice to the other party at least 15 days prior to the expiration of the term covered by an Order Form or, if Customer is receiving the Services on a month-to month basis, the end of the current month.
- Mutual Right to Terminate for Material Breach. Either party may terminate this Agreement if the other party materially breaches this Agreement. The party claiming a material breach must provide written notice to the breaching party and 10 calendar days to cure such breach. Any such written notice must contain sufficient information to allow the breaching party the opportunity to understand and cure the material breach. Your failure to pay Base Fees, non-recurring charges, or applicable taxes when due always constitutes a material breach. Either party may terminate this Agreement immediately if a material breach is incapable of cure. Your termination of this Agreement is your sole and exclusive remedy for our material breach.
- NGD's Right to Terminate for Good Cause. We may terminate the Services at any time after providing you with days' prior written notice to you for Good Cause. "Good Cause" exists if (i) the Services become cost prohibitive, (ii) you engage or threaten to engage

legal counsel who contacts NGD or our legal counsel regarding a dispute between you and NGD, or (iii) in NGD's good faith determination, Customer repeatedly places unreasonable demands on NGD or consumes a significantly disproportional amount of the time and efforts of the NGD Parties relative to the volume of the Services purchased by Customer.

- **Customer's Early Buyout Right.** You may terminate the Services at the end of the Initial Term or any Renewal Term by giving us notice not less than 30 days. Except where termination occurs at the expiration of the Term with 30 calendar days' advance notice provided, or it is terminated by you due to a material breach by NGD (as set out herein), you must pay us a "**Termination Fee.**" The Termination Fee is 50% of the amount calculated by multiplying the remaining number of billing cycles of the Term by the current list monthly rate with all discounts removed, plus the difference between the monthly rate you paid prior to the early termination during the current Term and your monthly rate for the same period with all discounts removed based on the list price in effect at time of your order form submission or submitting an order form to NGD via email. You agree to pay any Termination Fee within 10 calendar days of the termination date. You furthermore agree that until the Termination Fee is paid in full, you may not have access to Your Equipment and thus may incur further fees for equipment storage past the end of service term. You acknowledge that such Termination Fee is not a penalty but is in the nature of liquidated damages.
- **Effect of Termination.** Upon termination of the Agreement for whatever reason, we may immediately stop providing the services. We will ship Your Equipment back to you based on the instructions you provide to us. You are responsible for paying the shipping and delivery costs (or providing prepaid shipping labels to us) and any disconnect or de-installation costs prior to us shipping Your Equipment back to you. Until you make any payments of non-recurring charges or outstanding Base Fees, NGD will retain all of Your Equipment and NGD may mine cryptocurrency with Your Equipment for NGD's own behalf in its sole discretion. Sections 15 (Fees and Taxes), 17 (Payments), 20 (Insurance), 21 (Limitations of Liability), 22 (Indemnity), and 24 (Governing Law) will survive the termination of this Agreement.

20. **Insurance.** Your Equipment will be insured pursuant to NGD's equipment insurance policy with a maximum liability of \$750.00 US Dollars per cryptocurrency miner. Customer will not be a named insured under such policy. While NGD carries such insurance coverage for the protection of Customer and NGD's customers and intends such coverage to respond to foreseeable property and damage risks to Your Equipment, NGD makes no representations or warranties regarding the adequacy of our insurance coverage, including the amount and scope of such coverage, the terms and conditions that apply thereto, and the solvency and reputation of the underwriters. Customer may request a copy of NGD's insurance policy in writing and must do so if Customer has any concerns about such coverage. Otherwise, NGD encourages Customer to obtain their own property and casualty insurance coverage as primary or supplemental to NGD's insurance coverage.

21. **LIMITATIONS OF LIABILITY.**

- **NO CONSEQUENTIAL-TYPE DAMAGES.** NGD AND OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD-PARTY VENDORS (“**NGD PARTIES**”) ARE NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD PARTY ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (IV) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- **ABSOLUTE LIMITATION OF LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE NGD PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO NGD FOR THE SERVICES DURING THE PREVIOUS MONTH OR \$500, WHICHEVER IS LESS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; YOU AGREE THAT IN THOSE JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

22. **Indemnity.**

- **Indemnification by Customer.** Customer shall indemnify, defend and hold harmless each NGD Party from and against all claims, damages, losses, liabilities, suits, actions, demands, settlements, penalties, proceedings (whether legal or administrative), and any other expenses (including reasonable attorneys’ fees) (each, a “**Claim**” or collectively, the “**Claims**”) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of, or relating to: (i) Customer’s use of the Services unless the Claim is one for which NGD owes you indemnity pursuant to Section 22(b), (ii) any violation by Customer of any NGD policy, (iii) any breach of Customer’s representations, warranties or covenants contained in this Agreement, and (iv) any acts or omissions by you. You may not enter into any settlement without NGD’s prior written consent.
- **Indemnification by NGD.** NGD shall indemnify, defend and hold harmless Customer harmless from and against all Claims threatened, asserted, or filed by a third party against Customer arising out of, or relating to a breach by NGD of our representations, warranties, or covenants contained in this Agreement.

23. **Monitoring of Communications and Disclosure.** We may disclose information, including information that you may consider confidential, to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request. We assume no obligation to inform you that information has been so provided, and in some cases may be prohibited by law from giving such notice. We may also disclose such information when it is necessary for us to protect our business, or others, from harm.

24. **Governing Law.** This Agreement, including all exhibits and schedules, attachments and appendices attached to the Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the state of Georgia, without regard to its conflict of law provisions.

25. **Disputes.** The courts of the State of Georgia sitting in DeKalb County, Georgia shall have exclusive jurisdiction to hear, adjudicate, decide, determine and enter final judgment in any action, suit, proceeding, case, controversy or dispute, whether at law or in equity or both, and whether in contract or tort or both, arising out of or related to this Agreement, or the construction or enforcement hereof or thereof (any such action, suit, proceeding, case, controversy or dispute, a “Related Action”). NGD and the Customer hereby irrevocably consent and submit to the exclusive personal jurisdiction of the Courts of DeKalb County, Georgia to hear, adjudicate, decide, determine and enter final judgment in any Related Action. The Company and the Consultant hereby irrevocably waive and agree not to assert any right or claim that it is not personally subject to the jurisdiction of the Courts of DeKalb County, Georgia in any Related Action, including any claim of forum non conveniens or that the Courts of DeKalb County are not the proper venue or form to adjudicate any Related Action. If any Related Action is brought or maintained in any court other than the Courts of DeKalb County, then that court shall, at the request of the Company or the Consultant, dismiss that action. The parties may enter a judgment rendered by the Courts of DeKalb County, Georgia under this Agreement for enforcement in the courts of Georgia and the party against whom such judgment is taken will not contest the authority of such courts to enforce such a judgment.

26. **Nature of Relationship.** The rights and obligations of NGD and Customer set out in this Agreement are undertaken as independent contractors. Neither of the parties has the right to create an obligation on behalf of the other except if Customer instructs NGD to take action on Customer’s behalf to maintain, repair, or replace any of Your Equipment. This Agreement does not create any agency, partnership, joint venture, or franchise relationship.

27. **Notices.** Notices sent to either party shall be effective when delivered in writing (“Notice”) in person or transmitted by fax (with confirmation of receipt), one day after being sent by overnight courier, or three days after being sent by first class mail postage prepaid to the addresses set forth below, or at such other address as the parties may provide from time to time:

If to NDG:

If to the Customer

28. **Force Majeure.** Except for your obligation to pay any amount due hereunder, which is absolute and unconditional, neither party is liable to the other for any delay or failure in performance due to events outside the defaulting party's reasonable control, including acts of God, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, failures of telecommunication carriers, delays of common carriers, or other circumstances beyond its reasonable control. The obligations and rights of the excused party will automatically be extended on a day to day basis for the time of the excusable delay.

29. **Severability.** If any term of this Agreement is deemed unenforceable in any jurisdiction, such unenforceability does not affect any other term of this Agreement or render unenforceable such term in any other jurisdiction.

30. **Waiver.** No waiver by a party of any breach of this Agreement is a waiver of any subsequent breach. The failure of any party at any time to require performance of the other party's obligations hereunder does not affect the right to later enforce this Agreement.

31. **Entire Agreement / Amendment.** This Agreement incorporates by reference and includes each Order Form you submit to us via our website or via an email to NGD and the NGD Privacy Policy, the most recent version of which is available at northgeorgiadata.com/privacy-policy/. Collectively, such documents constitute the entire agreement of the parties with respect to the Services and supersede all prior and contemporaneous understandings or agreements, both written and oral, with respect to the Services. This Agreement may only be amended in writing and signed by each party.

32. **Attorneys' Fees.** The prevailing party in any Related Action shall be entitled to recover that party's costs of suit, including reasonable attorneys' fees.

32. **Mutually Drafted.** The parties stipulate and agree that this Agreement and the language used in this Agreement are the product of both Parties efforts in consultation with their attorneys and each Party hereto hereby irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of an Agreement.

33. **Advice of Counsel / Interpretation.** The parties represent they have each had opportunity to seek the advice of counsel in reviewing this Agreement. This Agreement was freely negotiated,

and any rule of construction regarding interpretation against the drafter of an agreement shall not apply to interpreting this Agreement.

34. **Further Actions.** Each party agrees to provide such further information about themselves as may be required to further the purposes herein and execute such other documents as may be advisable to implement and perfect the transactions contemplated by this Agreement or to comply with any applicable law or regulatory disclosure.

35. **Construction.** This Agreement shall be construed as a whole and in favor of the validity and enforceability of each of its provisions, so as to carry out the intent of the parties as expressed herein. Headings are for the convenience of reference, and the meaning and interpretation of the text of any provision shall take precedence over its heading. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which, taken together shall constitute one agreement. A faxed copy or photocopy of a party's signature shall be deemed an original for all purposes.

36. **Remedies Cumulative.** Remedies hereunder are cumulative and do not exclude any other remedies to which a party is lawfully entitled.

37. **Parties in Interest.** Nothing in this Agreement confers any right or remedy under this Agreement or discharges the obligation or liability of any person or entity other than NGD and Customer and their permitted successors and assigns.

38. **Assignability.** Customer may not assign this Agreement or Customer's duties, obligations, and rights of to any other person or entity except upon our prior written consent, which consent we may withhold in our sole discretion. NGD may freely assign this Agreement.

39. **Signature Pages.** This Agreement may be executed with any number of duplicate signature pages.

Signature pages may be signed and exchanged electronically.

#

NGD: NORTH GEORGIA DATA, LLC

Customer: _____

North Georgia Data

By: _____

By: _____