

## Bolt Mining LLC

### Colocation HOSTING Agreement

This Colocation Hosting Agreement (this “Agreement”) is entered into between Bolt Mining LLC, a Delaware Limited Liability Company (“Bolt,” “we,” “us,” or “our”) and the undersigned individual or entity (“Customer,” “you,” or “your”).

#### BACKGROUND

1. Bolt 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 Bolt on the terms contained in this Agreement.

#### TERMS OF AGREEMENT

1. **Bolt Services.** The services Bolt 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”).
2. **Initiation.** To begin obtaining the Services, you must submit to us via our website an order form, which is available at [www.boltmining.io](http://www.boltmining.io) (each, an “Order Form”), or if referred, we will include the Order Form as an invoice and as an addendum (“Exhibit A”), accept the terms of this Agreement, and deliver Your Equipment to us to install and configure (unless purchased through Bolt or a partner). Prior to Bolt 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. The Order Form may also include the purchase of mining equipment made by the Customer that Bolt provides Services on behalf of.
3. **The Facility.** This Agreement is not an agreement to rent space in the Facility. It is an agreement for Bolt to provide the Services to Customer, which include Bolt 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, Bolt 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, 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 usernames for the mining pool which is at Bolt’s sole discretion to determine. 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 Bolt’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, 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 username associated with the mining pool), 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 Bolt’s software, systems, and capacity to provide the Services, and other factors. If Customer is not happy with the options Bolt offers to you, you should terminate this Agreement pursuant to Section 19 (Term and Termination).
6. **Monitoring Performance of Your Equipment.** After Bolt connects each miner in Your Equipment to the mining pool required by Bolt, Bolt 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. Bolt 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@boltmining.io. Each request will be assigned a unique ticket number. All communication with regards to support request will be handled through Bolt's ticketing system.
- **Repairs and Maintenance.** Routine maintenance services, such as 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 or fans, is not included in the Base Fees. Bolt 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 Bolt their decision regarding repairing or maintaining Your Equipment in such context. Bolt'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 Bolt 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 Bolt 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 Your Equipment, or anything that affects the Services, you may make such changes through the Bolt Ticketing System. Bolt reserves the right to charge Customer for more Account Changes subject to other terms in this agreement.

## 8. **Other Customer Responsibilities.**

- **Equipment Compatibility.** It is Customer's responsibility to ensure that Customer's Equipment is compatible with the Bolt'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 Bolt to make Customer's Equipment compatible and/or Customer asks Bolt to install Your Equipment even though it is not compatible with the Services, Customer will be charged our hourly rate for such additional services or will be returned at Customer's expense.

- Mined Cryptocurrency. Bolt 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 Bolt account credentials. If Customer believes Customer's Bolt 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 Bolt, INCLUDING ANY OFFICER, EMPLOYEE, OR PERSON PURPORTING TO BE AN AGENT OF BOLT. 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 Bolt, (b) access Your Equipment without notice to Bolt, or (c) interfere in any manner with the provision of the Services or otherwise abuse the Services or Bolt'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 Bolt, interfere with our ability to provide the Services, or interfere with the rights or expectations of other Bolt customers.

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

- 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 Bolt 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 Bolt and Customer in respect of cryptocurrency mining. Customer hereby waives all potential

and existing conflicts of interest that Bolt 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. Bolt 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. **Bolt’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, Bolt 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, Bolt 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 Bolt 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, Bolt MAKES NO REPRESENTATION OR WARRANTY THAT MALWARE WILL NOT INFECT OR AFFECT YOUR

EQUIPMENT AND Bolt HAS NO LIABILITY IN RESPECT OF ANY MALWARE, INCLUDING LIABILITY BASED UPON A CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT BUT EXCLUDING Bolt'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 Bolt (or any part thereof), and all right, title, and interest in and to the foregoing will remain solely with Bolt.

13. **Service Levels**.

- a) **Power Availability**. Bolt will use commercially reasonable efforts to ensure that Services are available but makes no claims to uptime and provides no guarantees to power availability.
- b) **Exceptions to Power Availability**. Power Availability 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 Bolt's direct control, (vi) outages or disruptions caused by a third party outside Bolt's direct control, (vii) any suspensions due to your late payment, and (viii) market fluctuations in power pricing or other increases to Bolt's operating costs. 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).
- c) **Environmental Temperature**. Bolt 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.
- d) **Emergency**. In an emergency, the Facility will take precedence over Your Equipment. Bolt 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.

**WARRANTY & DISCLAIMER**

- e) Bolt Mining 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 Bolt Mining IS PROVIDED "AS IS." Bolt Mining MAY NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL

TEMPERATURE, WIND, HUMIDITY, ETC. Bolt Mining MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; or (C) WARRANTY AGAINST INTERFERENCE. Bolt Mining DOES NOT WARRANT THAT (A) THE SERVICE SHALL BE AVAILABLE 24/7 OR FREE FROM INTERRUPTIONS; (B) THE SERVICE SHALL MEET CUSTOMER'S REQUIREMENTS; OR (C) THE SERVICE SHALL PROVIDE ANY FUNCTION NOT DESCRIBED IN THIS AGREEMENT.

#### 14. **Security.**

- **Facility and Equipment Security.** Bolt 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.** Bolt 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, Bolt is not liable for any security breach that results in disclosure of your PII to third parties unless due to Bolt'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 Bolt 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 Bolt 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.
- Adjustments. Bolt Mining shall make adjustments to the Monthly Service Fee as appropriate by Bolt Mining for changes in the number of mining rigs and foreseeable changes in operating costs at the Facility (the “**Estimated Monthly Amount**”). The first Monthly Service Fee shall be due within five (5) business days of the Effective Date. Thereafter, subsequent invoices, as adjusted, will be invoiced on the 25th day of the following month after deployment and will be an advance of the Estimated Monthly Amount including any adjustment applied to the invoice based on the number of miners and metered amount of power for the prior month. Invoices shall be paid by Customer within five (5) business days from the date of the invoice issued by Bolt Mining.

16. **Security Interest.** Customer hereby grants a first lien security interest in the Mining Equipment in favor of Bolt Mining to secure the obligations of Customer under this Agreement. Bolt Mining 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 Bolt Mining under this Agreement. Customer hereby authorizes Bolt Mining to file a UCC financing or continuation statement describing the Mining Equipment and the proceeds of such equipment as “collateral” to secure Customer’s obligations under this Agreement in any manner that Bolt Mining or its counsel deems appropriate, including a description of such collateral to include the Mining Equipment, the proceeds of the equipment including “all assets, whether now owned or hereafter acquired” (or words of similar effect) (collectively the “Collateral”). Customer hereby pledges to Bolt Mining, as security for Borrower’s obligations hereunder, and grants to Bolt Mining, a first priority continuing security interest in, lien on and rights to net and set-off any amounts owed against the Collateral. Customer agrees to undertake actions reasonably necessary to preserve the lien and security interest on the Collateral so that the Collateral remains subject to the first priority perfected security interest granted hereunder. Notwithstanding any termination of

this Agreement, Bolt Mining's first priority security interest in the Collateral shall remain in effect for so long as any unpaid amounts due or owing to Bolt Mining remains outstanding.

## 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 Bolt's facility. The billing cycle is 30 days or 720 hours in duration. Upon initiation, Bolt 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 Bolt performs any work or services in respect thereof. If Bolt 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 Coinbase payment system will be subject to a 1% processing fee that is included in the invoice and paid directly to Coinbase. All incoming bank wires or cashier's checks are accepted with no processing or merchant fees.
- **Setup Fees.** Customer shall pay Bolt Mining the Setup Fees (as specified on the Order Form). Bolt Mining shall determine the Initial Setup based on, among other things, the cost to prepare the Facility and install the Mining Equipment at the Facility. The Setup Fee is due within five (5) business days of the Effective Date. Additional Setup Fees may be due for changing equipment out after initial equipment installation.

## 18. **Default in Payments.**

- **Suspending the Services.** If you fail to pay Base Fees, any non-recurring charges, or applicable taxes when due, Bolt 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 Bolt and shall not be used to offset amounts owed and due Bolt. 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, Bolt, 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 Bolt. Any Cryptocurrency remaining on Customer's Cryptocurrency mining equipment 30 days after Customer defaults on payment becomes the property of Bolt automatically. Retention of said Equipment 30 days after Customer defaults on payment is not used to offset moneys owed by Customer to Bolt. 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 Bolt via Bolt's website, (iii) Bolt receives miners Customer sends to us, (iv) Bolt sets up and connects Customer Equipment, (v) Customer pays all upfront fees required by Bolt. 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 Bolt'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 Bolt unless this Agreement is otherwise terminated pursuant to this Section 19.
- **Termination for Cause.** Bolt Mining may terminate this Agreement for cause

immediately following written notice to Customer, if Customer: (a) fails to make any payment(s) when due pursuant to this Agreement; (b) breaches, repudiates, violates, or fails to perform or fulfill any covenant, agreement or provision of this Agreement; (c) makes or is deemed to have made any representation or warranty under this Agreement that is incorrect or misleading in any material respect; (d) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets or reorganizes or reconstitutes into or as, another entity, and the resulting, surviving or transferee entity fails to assume all of the obligations of Customer under this Agreement or (e) dissolves, liquidates, seeks protection under any bankruptcy or insolvency law or proceeding or similar law affecting creditors' rights, becomes insolvent or is unable to pay its debts or fails or admits in writing its ability generally to pay its debts as they become due (each event, a "Default").

- 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.
- Bolt's Right to Terminate for Good Cause. We may terminate the Services at any time immediately after providing you with 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 Bolt or our legal counsel regarding a dispute between you and Bolt, or (iii) in Bolt's good faith determination, Customer repeatedly places unreasonable demands on Bolt or consumes a significantly disproportionate amount of the time and efforts of the Bolt 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 Bolt (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 Bolt 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 deinstallation costs prior to us shipping Your Equipment back to you. Until you make any payments of non-recurring charges or outstanding Base Fees, Bolt will retain all of Your Equipment and Bolt may mine cryptocurrency with Your Equipment for Bolt'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.** Customer will obtain and maintain adequate insurance coverage for the Mining Equipment. 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 Bolt Mining and its agents, affiliates, subsidiaries, officers, directors and employees. Bolt provides no insurance on Customer equipment and will offer no remedy or repayment for financial losses resulting from damage or loss while Bolt provides Services.

21. **LIMITATIONS OF LIABILITY.**

- NO CONSEQUENTIAL-TYPE DAMAGES. Bolt AND OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD-PARTY VENDORS ("Bolt 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 Bolt 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 Bolt 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 Bolt 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 Bolt owes you indemnity pursuant to Section 22(b), (ii) any violation by Customer of any Bolt 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 Bolt's prior written consent.
- **Indemnification by Bolt.** Bolt 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 Bolt 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. **Disputes, Governing Law; Waiver of Jury Trial; Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to any choice or conflict of laws rules. The Parties irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding arising out of or relating to this Agreement. Each Party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to

binding arbitration under one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association (“AAA”); provided that, the arbitrator may not vary, modify or disregard any of the provisions contained in this Agreement. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both Parties shall equally share the fees of the arbitrator. The arbitrator may award attorney’s fees to the prevailing party as determined by the arbitrator.

- 25. **Nature of Relationship.** The rights and obligations of Bolt 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 Bolt 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.
- 26. **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 Bolt:

info@boltmining.io  
Bolt Mining LLC  
1400 Lavaca St #186  
Austin, TX 78701

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If to the Customer

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- 27. **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 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, pandemics, acts of public enemies, inability to secure replacement parts or materials, cyber-incidents, telecommunications services, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service, operation and maintenance needs.

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.

28. **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.
29. **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.
30. **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 Bolt and the Bolt Privacy Policy, the most recent version of which is available at [boltmining.io/privacy-policy/](http://boltmining.io/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.
31. **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 the 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 Bolt 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. Bolt 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.

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Bolt Mining LLC

Customer: \_\_\_\_\_

\_\_\_\_\_ Bolt Mining

By: \_\_\_\_\_

By: \_\_\_\_\_