

BLOCKWARE SOLUTIONS HOSTING AGREEMENT

This Hosting Agreement (this “**Agreement**”) is dated as of the date you check “I Agree” (the “**Effective Date**”), and is made by and between Blockware Solutions LLC, a Delaware limited liability company with its address at 3800 N Lamar Blvd, Suite 200, Austin, TX 78756 (“**Blockware**”) and you (the “**Customer**”), which have entered into and/or anticipate entering into one or more Orders (as defined below). The Orders are, or will be, governed by this Hosting Agreement, which refers to, includes and incorporates each Order. This Hosting Agreement and each Order are together referred to as this “**Hosting Agreement**”. Blockware and Customer are sometimes hereinafter referred to as each, a “**Party**”, and together, the “**Parties**”.

WHEREAS, Blockware installs, maintains and operates certain digital asset mining equipment (the “**Mining Services**”) and Customer desires for Blockware to perform the Mining Services;

WHEREAS, Customer intends to purchase digital asset mining equipment from a Seller on the Blockware Marketplace and, in conjunction with such purchase, will place an Order with Blockware to perform Mining Services for the Mining Services Equipment (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Mining Services and Operation of the Mining Services Equipment.** At Blockware’s sole discretion, Blockware will perform the Mining Services at one or more Blockware designated facilities (each a “**Facility**”), including but not limited to the installation, maintenance and operation of certain digital asset mining equipment (the “**Mining Services Equipment**”), as well as provide mining pools for Customer’s operations at the Facility (the “**Blockware Pools**”), electrical power and internet service, as specified in an Order. Blockware will not provide Customer with any services other than the services described in an Order and the Mining Services described in this Hosting Agreement.
 - 1.1 **Initial Setup Fees.** In connection with each and every piece of Mining Services Equipment, Customer shall pay Blockware an Initial Setup Fee (as specified in an Order). Blockware shall determine the Initial Setup Fee based on, among other things, the Mining Services to be performed, the cost to prepare the Facility and to install the Mining Services Equipment at the Facility. The Initial Setup Fee is due within five (5) business days of the date of the applicable invoice issued by Blockware.
 - 1.2 **Deposit Fees.** In connection with each and every piece of Mining Services Equipment or Mining Services, Customer shall pay Blockware a deposit (as collected in the Order). If the Customer sells its Mining Services Equipment prior to the expiration of the Hosting Agreement, the Customer will receive a refund for any unused deposit funds.
 - 1.3 **Monthly Service Fees.** In connection with any piece of Mining Services Equipment or Mining Services, Customer shall pay Blockware the Monthly Service Fee (as specified in an Order). At Blockware’s sole discretion, Blockware shall determine the Monthly Service Fees based on, among other things, the Mining Services performed at the Facility, the Expected Hourly Consumption (as specified in an Order) of power for the Mining Services Equipment at the Facility, the projected operating costs of the Facility and other expenses related to the

monthly operation and maintenance of the Mining Services Equipment at the Facility. The Monthly Service Fee is due within five (5) business days of the date of the applicable invoice issued by Blockware.

- 1.4 **Adjustment.** At Blockware's sole discretion, from time to time, but not less than annually (the "**Adjustment**"), Blockware shall adjust the Monthly Service Fee to account for, or "true-up" as the case may be, reasonably foreseeable changes in the type of Mining Services, expenses related to the Mining Services and number of, or type of, mining rigs used and operating costs at the Facility (the "**Estimated Monthly Amount**"). Blockware will process the Adjustment as an additional invoice or as a credit memo, as the case may be and as determined in Blockware's sole discretion. If the Adjustment is to be processed as an additional invoice, then Customer shall pay such invoice within five (5) business days from the date of the applicable invoice issued by Blockware. If the Adjustment is to be processed as a credit memo, then (a) Blockware will apply such Adjustment to any outstanding hosting invoice or in a future hosting invoice period, if any such hosting Order exists at the time of the Adjustment between Blockware and Customer; or (b) if no such hosting Order exists at the time of the Adjustment between Blockware and Customer, then Blockware will process a credit payment to the Customer via the method of payment that Customer used on the hosting Order, if possible, or by any other reasonable means.
- 1.5 **Remedies.** If Customer fails to pay any amount due and owing under this Hosting Agreement or any Order, Customer acknowledges and agrees that Blockware's remedies shall have the right to immediately (a) power down the Mining Services Equipment, (b) block or limit access to the Mining Services Equipment, (c) discontinue or limit the Mining Services to Customer; (d) disconnect the Mining Services Equipment from all Internet, power and telecommunications services; (e) take possession of, repossess or remove the Mining Services Equipment from the Facility and/or place in storage; (f) reconfigure for Blockware's use, (g) require Customer to pay any and all amounts due under this Hosting Agreement; (h) take any action specified in an Order; and/or (i) terminate this Hosting Agreement and take such actions described in Sections 2.2 and 2.3 below.
- 1.6 **Mining Services Facilities.** Customer acknowledges that a Facility may be situated at an or near an industrial site which may be subject to hazardous waste, dust and high temperatures generated by pre-existing industrial operations. Accordingly, Customer understands and acknowledges that Blockware has reviewed the operation conditions at the Facility and agrees that such conditions are acceptable to perform the Mining Services and host the Mining Services Equipment. The Parties acknowledge and agree that Blockware, its affiliates, agents, officers, directors and employees shall not be liable for any losses or damages caused by failure to perform the Mining Services or defects or failures of the Mining Services Equipment caused or related to the operating conditions of the industrial site where the Facility is situated.
- 1.7 **Effectiveness of Mining Equipment.** In Blockware's sole discretion, when the Mining Services Equipment is no longer deemed to be Effective Mining Equipment (as defined below), Blockware may cease the performance of Mining Services for such Mining Services Equipment. In order to determine when such Mining Services Equipment is no longer deemed to be Effective Mining

Equipment, Blockware shall have the right to examine and inspect such Mining Services Equipment in any manner and at any time it deems appropriate. Blockware shall notify Customer that such Mining Services Equipment has been deemed to no longer be Effective Mining Equipment within 5 days after Blockware has ceased the performance of Mining Services on such Mining Services Equipment and provide a quote for attempting to repair the equipment at the facility or by shipping to another facility. Within 5 days of being provided notice, Customer agrees to inform Blockware whether they will have Blockware attempt to repair the Mining Services Equipment and approve a quote for those services or (ii) pay Blockware for the removal, packaging and shipment costs from the Facility to Customer of any Mining Services Equipment deemed to not be Effective Mining Equipment. If Customer does not inform Blockware within 5 days whether Customer will pay for the shipment costs of the Mining Services Equipment then Blockware may take possession of any such Mining Services Equipment without liability or further obligation to Customer. “**Effective Mining Equipment**” shall refer to Mining Services Equipment that consistently achieves a hash rate sufficient to maintain the Mining Services at the Facility, as determined in the sole discretion of Blockware.

- 1.8 **Mining Services License.** Blockware grants to Customer a limited, non-exclusive, non-transferable license to have Blockware host the Mining Services Equipment and perform Mining Services, in accordance with the terms and conditions set forth in this Hosting Agreement. Blockware reserves all right, title and interest not expressly granted under this license to the fullest extent permitted by law. Any other use by Customer is strictly prohibited.
- 1.9 **Taxes and Transaction Fees.** 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. Customer is also responsible for paying any and all fees, including ACH, credit card, or bitcoin (BTC) transaction fees. If Customer is claiming tax exemption, it is the Customer’s responsibility to provide Blockware with the appropriate form for the relevant taxing jurisdiction. Where applicable, and only in connection with the Incoming Mining Equipment, Blockware 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. If, at any point, it is discovered that Blockware is or has been made responsible by a governmental entity or third party for any taxes other than taxes in connection with the Incoming Mining Equipment, Customer agrees to immediately remit payment in the full amount of such taxes to Blockware.
- 1.10 **Payment Method.** All payments due and owing under this Hosting Agreement shall be made in the time and manner specified herein or as specified in the Order. If Customer does not pay at the time and in the manner specified in an applicable Order, Customer will incur interest on such payments at the lesser of 1.5% per month (18% per annum) or the maximum amount allowed under applicable law.
- 1.11 **Copyrights, Trademarks, and Other Intellectual Property.** All content and materials available through or in connection with the Mining Services (collectively, the “**Blockware Offerings**”), including, but not limited to text, images, audio, video, interfaces, information, data, and computer code

(collectively, the “**Blockware Content**”), are the property of Blockware. The Blockware Content, including any content licensed to Blockware by third party content providers (the “**Providers**”) is protected by United States and international intellectual property laws and treaties.

1.11.1 ***Customer’s Use.*** Customer is permitted to access the Blockware Content only pursuant to the terms and conditions of this Hosting Agreement. Customer may not disclose, in whole or in part, without Blockware’s prior written consent, (a) this Hosting Agreement or any of the terms hereof, or (b) any Orders pursuant to this Hosting Agreement or any of the terms thereof.

1.12 ***Other Restrictions.*** Customer agrees that they will not use any of the Blockware Offerings to: (a) impersonate any person or entity or misrepresent Customer’s affiliation with any person or entity; (b) engage in spamming, flooding, harvesting of email addresses or other personal information, spidering, screen scraping, database scraping, or any other activity not expressly contemplated by this Hosting Agreement; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the computer code comprising or in any way making up a part of the Blockware Offerings; (d) violate any applicable local, state, national or international law; (e) send chain letters or pyramid schemes via any of the Blockware Offerings; or (f) attempt to gain unauthorized access to other computer systems through any of the Blockware Offerings. Customer further agrees that they will not use any of the Blockware Offerings in any manner that could damage, disable, overburden, or impair any of the Blockware Offerings or interfere with any other party’s use and enjoyment of any of the Blockware Offerings.

2. **TERM AND TERMINATION**

2.1 ***Term.*** The term of this Hosting Agreement shall commence on and include the Effective Date and shall end on and include the day that is the earlier of (a) the day that Blockware notifies Customer in writing that Blockware has terminated this Hosting Agreement pursuant to Section 2.2 below and (b) the final day of the Term (as specified in an Order). This agreement will auto-renew for a 1 (one) year term on the anniversary date unless Blockware receives at least a 30 (thirty) day notice of intent not to renew. During the auto renewal, Blockware reserves the right to adjust the hosting rate to a different rate, which may be higher or lower than the previously charged rate.

2.2 ***Termination for Cause.*** Blockware may terminate this Hosting Agreement and each Order for cause immediately following written notice to Customer, if Customer: (a) fails to make any payment(s) when due pursuant to this Hosting Agreement or any Purchase Order; (b) breaches, repudiates, violates, or fails to perform or fulfill any covenant, agreement or provision of this Hosting Agreement or any Order; (c) makes or is deemed to have made any representation or warranty under this Hosting Agreement or any Purchase Order 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 Hosting 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**").

- 2.3 **Effect of Termination.** In the event of a Default by Customer, without further notice to Customer, Blockware shall have the immediate right, at Blockware's sole discretion, to (a) obtain or retain possession of; (b) reconfigure for Blockware's use; (c) remove and store at Customer's sole expense, all or any portion of the Outgoing Mining Equipment, including such Outgoing Mining Equipment that was also Mining Services Equipment without any cost, obligation or liability of Blockware to Customer; (d) discontinue or limit the Mining Services. All deposits and payments by Customer are non-refundable and, in the event of a Customer's Default, Blockware shall have no further obligation or liability to Customer. Notwithstanding the foregoing, all effects of termination and remedies available to Blockware contemplated elsewhere in this Hosting Agreement, including Sections 3.1, 4.1, 5.6, and 9.18, remain in full force and effect.

3. NETWORK & ACCESS

- 3.1 **Network.** As part of the Services, Blockware may provide local network connectivity to each piece of Mining Services Equipment for Customers to remotely manage their Mining Services Equipment.
- 3.2 **Access.** Access to all Facilities are limited. Only those persons specifically authorized in writing by Blockware may access any such Facility.
- 3.3 **Hazardous Conditions.** If, based on the good faith and reasonable discretion of Blockware, its employees or agents, any hazardous conditions arise on, from, or affecting a Facility, Blockware is hereby authorized to discontinue or limit Mining Services at that Facility under this Hosting Agreement without notice, and without subjecting Blockware to any liability or further obligations.

4. AGREEMENTS

- 4.1 **Blockware Pool.** Customer agrees to use the Blockware Pools, for Customer's operations at the Facility.
- 4.2 **Acceptable Use.** Customer agrees that the Facility and the Mining Services Equipment shall only be used for the hashing, validation, staking and/or minting of digital assets. Customer further agrees to only use the Marketplace in a manner consistent with and for the purposes as contemplated in Section 9 of this Hosting Agreement.
- 4.3 **Compliance with Laws.** Customer agrees to comply at all times with all laws, rules, and regulations, including international laws, the laws of the United States of America, the laws of the states in which Customer is doing business, the state and local laws where the Facility is located, as applicable to the Blockware Offerings, and any features or services thereof. Customer further agrees to comply at all times with this Hosting Agreement and all other terms or policies that Blockware may impose from time to time.

- 4.4 **Insurance.** Customer will obtain and maintain adequate insurance coverage for the Mining Services 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 Blockware and its agents, affiliates, subsidiaries, officers, directors and employees.
- 4.5 **Modification and/or Overclocking of Equipment.** Outgoing Mining Equipment hash rates stated by the manufacturer are estimated. Each individual digital asset mining equipment may perform above or below the stated hash rates due to a variety of factors, including but not limited to power usage, environmental conditions, equipment age, pool performance, and other factors not listed herein. Customer will notify Blockware, and obtain prior written approval from Blockware, before making any modifications, alterations, firmware adjustments or overclocking of Customer's Mining Services Equipment where the effect of which would cause such Mining Services Equipment to fail to meet the standard and/or factory specifications.
- 4.6 **Event of Emergency.** In the event of an emergency, as determined in Blockware's reasonable discretion, Customer understands and agrees that Blockware may rearrange, remove, or relocate the Mining Services Equipment without any liability to Blockware. Notwithstanding the foregoing, in the case of emergency, Blockware shall provide Customer, to the extent practicable, reasonable notice prior to rearranging, removing, or relocating the Mining Services Equipment.
- 4.7 **Removal.** Customer may remove any of the Mining Services Equipment from any Facility with the prior written authorization of Blockware, including confirmation that Customer has paid all amounts owed to Blockware. Customer will provide Blockware with written notification a minimum of thirty (30) days before Customer wishes to remove any of the Mining Services Equipment from the Facility. Before authorizing the removal of the Mining Services Equipment, Blockware will verify that Customer has no payments due. Once Blockware authorizes the removal of the Mining Services Equipment from the Facility, Customer must approve Blockware's quote for the removal, packaging and shipment costs from the Facility to Customer of any Mining Services Equipment prior to the shipment.
- 4.8 **Non-Disclosure.** Without the prior written consent of Blockware, Customer will not disclose to any person or entity;
- 4.8.1 that Customer and Blockware are engaged in a business transaction or relationship.
- 4.8.2 any of the terms, conditions, or other facts of this Agreement, including the existence or status thereof.
- 4.8.3 Customer's obligations of non-disclosure hereunder shall survive any expiration or termination under Section 2 of this Hosting Agreement.
- 4.9 **Non-Disparagement.** Customer agrees not to make any disparaging or false statements in written, oral, electronic, or any other form, directly or indirectly,

relating to this Hosting Agreement or about Blockware or its business opportunities, employees, officers, directors, products, or services.

- 4.10 **No Legal Action.** No suit, action, or other proceeding or investigation shall be threatened or commenced by Customer concerning this Hosting Agreement or the consummation of the transactions contemplated hereby.

5. CUSTOMER REPRESENTATIONS AND WARRANTIES

- 5.1 **Status.** Customer is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.
- 5.2 **Powers.** Customer has the power to execute this Hosting Agreement and any other documentation relating to this Hosting Agreement to which it is a party, to deliver this Hosting Agreement and any other documentation relating to this Hosting Agreement that it is required by this Hosting Agreement to deliver and to perform its obligations under this Hosting Agreement.
- 5.3 **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- 5.4 **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Hosting Agreement to which is Customer a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with.
- 5.5 **Obligations Binding.** Its obligations under this Hosting Agreement to which Customer is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.
- 5.6 **Not a Prohibited Person.** Neither Customer, nor any of its affiliates, equity holders, directors, officers, managers, or direct or indirect beneficial owners, (i) appears on the Specially Designated Nationals and Blocked Persons List or other anti-money laundering (“AML”) list, nor are they located in a prohibited jurisdiction or otherwise a party with which Customer is prohibited to deal under the laws of the United States, (ii) is a person identified as a terrorist organization on any other relevant lists maintained by United States governmental authorities, or (iii) is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. Customer (A) has conducted thorough know your customer (“KYC”) due diligence with respect to all of its affiliates, equity holders, directors, officers, managers and beneficial owners, (B) has established the identities of all of them and the source of each of their funds, and (C) will retain evidence of those identities, any source of funds and any due diligence.
- 5.7 **Accuracy of Information.** All information provided to Blockware by Customer is accurate, current and not misleading in any material respect, including without

limitation, the KYC, AML and other information provided to Blockware, which information shall be provided to Blockware via a method and in a form determined by Blockware in its sole discretion. Customer will promptly notify Blockware if any information previously provided needs to be updated, amended or modified in order to remain accurate, current and not misleading in any material respect.

6. COMMON CARRIER

Blockware and Customer agree that Blockware is acting solely as a common carrier in its capacity of providing the services hereunder, and is not a publisher of any material or information. Furthermore, Blockware has no right or ability to censor materials or information traversed through Blockware's networks.

7. WARRANTY & DISCLAIMER

BLOCKWARE MAKES NO WARRANTIES OR GUARANTEES RELATED TO THE AVAILABILITY OF MINING SERVICES OR OUTGOING MINING EQUIPMENT, OR TO THE OPERATING TEMPERATURE OF THE FACILITY. THE MINING SERVICES, OUTGOING MINING EQUIPMENT AND THE FACILITY PROVIDED BY BLOCKWARE IS PROVIDED "AS IS." BLOCKWARE MAY NOT PROVIDE MECHANICAL COOLING OR BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY, ETC. BLOCKWARE MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INTERFERENCE. BLOCKWARE DOES NOT WARRANT THAT (A) THE MINING SERVICES EQUIPMENT, MINING SERVICES, AND THE MARKETPLACE SHALL BE AVAILABLE 24/7 OR FREE FROM INTERRUPTIONS; (B) THE OUTGOING MINING EQUIPMENT, THE MINING SERVICES EQUIPMENT, AND MINING SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS; OR (C) THE OUTGOING MINING EQUIPMENT, THE MINING SERVICES EQUIPMENT, MINING SERVICES, AND THE MARKETPLACE SHALL PROVIDE ANY FUNCTION NOT DESCRIBED IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY

8.1 Customer understands and acknowledges that Mining Services Equipment functionality may be unavailable due to factors outside of Blockware's control. This includes, but is not limited to network failures, pool operator failures, denial of service attacks, currency network outages, thefts, hacking or malicious attacks on the crypto networks or exchanges, power outages, or acts of God. BLOCKWARE SHALL HAVE NO OBLIGATION, RESPONSIBILITY, AND/OR LIABILITY FOR THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE MINING SERVICES EQUIPMENT FUNCTIONALITY CAUSED BY FACTORS OUTSIDE OF BLOCKWARE'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 BLOCKWARE'S

CONTROL; OR (E) DAMAGES RESULTING FROM MINING SERVICES, MINING SERVICES EQUIPMENT OR ANY THIRD PARTY EQUIPMENT.

- 8.2 IN NO EVENT SHALL BLOCKWARE 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 BLOCKWARE PURSUANT TO THIS Hosting AGREEMENT OR ANY PURCHASE ORDER. EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER THIS Hosting AGREEMENT, BLOCKWARE'S LIABILITIES UNDER THIS Hosting AGREEMENT OR ANY PURCHASE ORDER, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY BLOCKWARE FROM CUSTOMER IN THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.
- 8.3 Customer's sole remedy for performance or non-performance of the terms of this Hosting Agreement shall be a refund of any fees paid to Blockware for the current service month. Unless applicable law requires a longer period, any action against Blockware in connection with this Hosting Agreement must be commenced within one year after the cause of the action has occurred.

9. INDEMNIFICATION

Customer will indemnify, hold harmless, and defend Blockware and their subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any liability, claim, judgment, loss, cost, damage or expenses of any kind, including attorneys' fees and legal expenses, brought by any party arising out of any of the Blockware Offerings, or any of the features or services thereof (including, but not limited to Customer's sale of products using the Marketplace, the products Customer sells using the Marketplace, Customer's acts or omissions with respect to any third party user data or any alleged breach of the terms hereof), or arising out of any terms or provisions of this Hosting Agreement, any Order 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. Customer further agrees to indemnify and hold Blockware harmless from all Claims related to Taxes & Fees, including any penalties and interest (the "**Tax Liabilities**") that may result from Customer's use of the Marketplace. Customer agrees that (i) Blockware has no liability to Customer or any taxing jurisdiction for any Tax Liabilities; (ii) Customer is solely responsible and liable for payment of Tax Liabilities; and (iii) Customer shall not seek reimbursement from Blockware for Tax Liabilities. If, at any point, it is discovered that Blockware is or has been made responsible by a governmental entity or third party for any Tax Liabilities, Customer agrees to immediately remit payment in the full amount of such Tax Liabilities to Blockware.

10. CONFIDENTIALITY

- 10.1 The Parties agree that, for the term of this Hosting Agreement (and at all times thereafter), the Parties shall keep completely confidential and shall not publish or otherwise disclose and shall not use for any purpose except for the purposes contemplated by this Agreement any Confidential Information (defined below) furnished to it by the other Party hereto pursuant to this Hosting Agreement. Without limitation upon any provision of this Hosting Agreement, each of the Parties shall be responsible for the observance by its employees, agents, contractors, consultants, advisors and other similarly situated third parties (collectively, “**Representatives**”) of the confidentiality obligations set forth hereunder. “**Confidential Information**” means: (a) the existence, terms and conditions of this Agreement, and (b) all confidential or proprietary information disclosed, either directly or indirectly, in writing, orally or by inspection of tangible objects, which is either identified as confidential at the time of disclosure or which by its context should be understood to be confidential or proprietary to the disclosing Party. Information disclosed by a disclosing Party shall not be deemed Confidential Information, to the extent that the receiving Party can establish by competent written proof that such information:
- I. was already known to the receiving Party, other than under an obligation of confidentiality owed to the disclosing Party, at the time of disclosure;
 - II. was generally available to the public or otherwise part of the public domain at the time of its disclosure hereunder to the receiving Party;
 - III. becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party;
 - IV. is independently developed and discovered by the receiving Party without reference to any Confidential Information disclosed by the disclosing Party;
 - V. is subsequently disclosed to the receiving Party without restriction on its use or disclosure by a person other than the disclosing Party without breach of any legal obligation to the disclosing Party
- 10.2 Receiving Party agrees that it may not disclose the other Party’s Confidential Information to any third party. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party: (i) as for the terms and conditions of this Agreement, to its Representatives on a need to know basis, but only to the extent necessary to pursue the purposes set forth in this Hosting Agreement, and for no other purpose, and provided that each Representative is bound by confidentiality obligations no less stringent than the terms of this Section 13, and provided that the receiving Party is and remains responsible for the acts and omissions of its Representatives hereunder, or (ii) to the extent such disclosure is reasonably necessary in connection with (a) complying with applicable governmental regulations, laws, or court orders, or otherwise submitting information to tax or other governmental authorities, or (b) otherwise exercising its rights hereunder, provided that if a party is required to make any such disclosure

of the other Party's Confidential Information, other than pursuant to a confidentiality agreement, it shall give reasonable advance notice to the other Party of such disclosure, to the extent permitted by applicable law, and shall cooperate with the other Party in any effort by the other Party to secure a protective order blocking the disclosure of, or otherwise affording confidential treatment to, such Confidential Information. Each Party agrees to promptly notify the other Party of the circumstances surrounding any inadvertent disclosure of Confidential Information.

11. MISCELLANEOUS

- 11.1 **Representations.** The Parties have not made or relied upon any representations, understandings, or other agreements not specifically set forth in this Hosting Agreement.
- 11.2 **Entire Agreement.** This Hosting Agreement, each Order, Customer onboarding form and any documents appended to or referenced in this Hosting Agreement represent the entire Hosting Agreement between the parties and is a final, complete and exclusive statement of the terms of this Hosting Agreement. All Orders are entered into in reliance on the fact that this Hosting Agreement and all agreements or documents relating to the Blockware Offerings form a single agreement between the Parties, and that Parties would not otherwise enter into Orders or other agreements or documents relating to the Blockware Offerings. No course of prior dealing between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Hosting Agreement. The Order shall be incorporated into, form a part of and be subject to the terms and conditions of this Hosting Agreement. In the event of conflict between the documents comprising this Hosting Agreement, the order of precedence and control shall be: (a) each Order, (b) the Hosting Agreement and (c) any Customer onboarding form or document appended to or referenced in this Hosting Agreement.
- 11.3 **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 Hosting 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 Hosting Agreement shall continue in full force and effect.
- 11.4 **Amendment.** This Hosting Agreement may be amended or modified, and the observance of any term hereof may be waived, only by a written instrument executed by Blockware and Customer.
- 11.5 **Assignment.** Neither this Hosting Agreement nor any right or obligation arising under this Hosting Agreement may be assigned by Customer in whole or in part, without the prior written consent of Blockware. Blockware may at any time assign, transfer, delegate or subcontract any or all of their rights or obligations under this Hosting Agreement without Customer's prior written consent. Subject to the restrictions on assignment of this Hosting Agreement, this Hosting Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

- 11.6 **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, pandemics, acts of public enemies, inability to secure replacement parts or materials, hacking, 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.
- 11.7 **Governing Law; Waiver of Jury Trial; Arbitration.** This Hosting 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 Hosting Agreement. Each Party agrees to submit any and all disputes concerning this Hosting 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 Hosting 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.
- 11.8 **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, Blockware shall not be responsible for any costs and expenses arising from Customer’s performance of its duties and obligations pursuant to this Hosting Agreement.
- 11.9 **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 Hosting Agreement, and this Hosting Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Hosting Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Hosting Agreement.
- 11.10 **No Third-Party Beneficiary.** This Hosting Agreement is intended solely for the benefit of the Parties to this Hosting Agreement, and no third party shall have any rights, direct or indirect, under this Hosting Agreement.

- 11.11 **Counterparts.** This Hosting 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.