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**Plug n' Play Miner Hosting With MDI Access DBA "MDI Mines"**  
**Terms & Conditions of Service**

MDI Access, Inc. is pleased to host your cryptocurrency mining equipment at our hosting facility. This document governs the terms, conditions, rights and responsibilities of accepting the hosting services offered by MDI Access ("MDI"). MDI's obligation to provide hosting services for cryptocurrency mining is contingent upon CUSTOMER complying with all applicable terms, conditions, and responsibilities outlined in this document *at all times*.

Article I – General

1. Customer may request MDI provide a Service by submitting a service order in a form provided by MDI from time to time ("Service Order") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to MDI. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this document. CUSTOMER acknowledges MDI may change Terms & Conditions of service from time to time without prior notice.
2. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Services. All Service Orders shall be subject to availability and acceptance by MDI.
3. In the event of a conflict between the service order and MDI's Terms & Conditions of Service, the language in the Service Order shall take precedence over the language of the Terms & Conditions of Service.

Article II – Payment

1. Unless otherwise agreed in the service order, CUSTOMER must deposit three months' rent, as outlined in CUSTOMER's service order, prior to MDI commencing Miner Hosting Services. Unless otherwise agreed in the service order, deposit is required for every machine on-boarded by customer, regardless of whether machines arrive in 1 batch, or multiple batches.
2. Unless otherwise agreed in the service order, CUSTOMER shall be billed per kilowatts ("kw") drawn per month, as described in the service order.
3. MDI will provide CUSTOMER with a monthly itemized invoice, in advance, for the Services together with all other charges due. CUSTOMER agrees to remit payment within five (5) days of receipt of invoice. Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower.
4. In the event of a billing dispute, CUSTOMER must immediately notify MDI as to the nature and extent of the alleged billing discrepancy. Failure to dispute some or all of an invoice within ten (10) days from the date of receipt constitutes a waiver of CUSTOMER dispute rights. In the event

a bill is only partially disputed, CUSTOMER is required to tender payment for any non-disputed portion of the invoice in accordance with Article II paragraph 3 of this document.

5. CUSTOMER is responsible for the accuracy of the service order as it relates to the amount of kw necessary to power CUSTOMER's cryptocurrency mining equipment. CUSTOMER's bill will be for the total number of kw reserved in the service order, *regardless of whether CUSTOMER actually uses the full amount of kw reserved*. At any time during the first three months of service, CUSTOMER may forfeit up to 10% of their reserved draw with no early termination penalty.
6. In the event CUSTOMER draws more kw than reserved in the applicable service order, additional kw will be billed at the rate identified in the service order. MDI is not obligated to provide CUSTOMER with more power than CUSTOMER reserves in the service order, without first receiving an additional deposit from CUSTOMER. Notwithstanding the foregoing, MDI, in its sole discretion, may elect to provide more kw to CUSTOMER than has been reserved by CUSTOMER's service order.
7. CUSTOMER payment shall be considered a valid form of acceptance and consent to MDI's miner hosting services, as well as the Terms & Conditions of MDI's services.

#### Article III – Term

1. Unless otherwise agreed in the service order, CUSTOMER's initial term shall be 12 months.
2. CUSTOMER shall have the right to renew for additional 12 month terms by providing MDI notice of intent to renew within 60 days prior to the expiration of CUSTOMER's initial term. If CUSTOMER does not renew before expiration of the service order, CUSTOMER shall be on a month to month tenancy until executing a new service order. MDI may decline a renewal request in its sole discretion.
3. CUSTOMER may exercise an early termination option by paying a 2 month early termination penalty. If CUSTOMER terminates the contract prior to commencing onboarding, the early termination penalty shall be reduced to 1 month. Once CUSTOMER has made the deposit required in Article II paragraph 1 of this document, the minimum termination penalty is 1 month's rent.
4. CUSTOMER failure to comply with all applicable terms, conditions and responsibilities outlined in this document shall be immediate grounds for MDI to temporarily or permanently terminate CUSTOMER's service with minimal notice.

#### Article IV – Suspension of Service; Default

1. CUSTOMER Default events include:
  - a. Non-payment;
  - b. Failure to carry appropriate Certificate of Insurance or pay mandated insurance fee;
  - c. Initiating or having initiated proceedings seeking liquidation or reorganization pursuant to bankruptcy, insolvency or other similar law;

- d. Failure to abide any terms, conditions or responsibilities of utilizing MDI's miner hosting services.
2. In the event CUSTOMER defaults, MDI may suspend or terminate CUSTOMER's service unless or until CUSTOMER remedies the default to MDI's satisfaction. In the event MDI suspends or terminates CUSTOMER's service for any reason other than non-payment, MDI shall be obligated to provide CUSTOMER an opportunity to remedy the default within ten days of receiving valid notice from MDI.
3. In the event of default for non-payment, MDI shall have the right to retain CUSTOMER's mining equipment until CUSTOMER has paid all outstanding invoice liabilities.

#### Article V – Limitation of Liability; Indemnification

1. MDI shall not be liable for loss or damage occasioned by a Force Majeure Event and to the extent allowed by law, for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under this Agreement. MDI total liability for any and all causes and claims whether based in contract, warranty, negligence or otherwise shall be limited to an amount equivalent to the total MRC received by MDI from Customer over the preceding three (3) months for the Service affected. No cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.
2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA, MDI MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE SERVICE, LOCAL ACCESS OR ANY OTHER MATTER, AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.
3. CUSTOMER warrants to MDI that CUSTOMER will, at all times, utilize CUSTOMER's mining equipment in a manner consistent with all applicable federal, state, and local, laws, regulations statutes, and administrative codes. CUSTOMER will indemnify and hold MDI harmless from any criminal or civil proceedings to which MDI becomes a party resulting from CUSTOMER's utilization of MDI's miner hosting services.
4. Each Party shall indemnify, defend and hold harmless ("Indemnifying Party") the other Party, its directors, officers, employees, and agents, successors and assigns ("Indemnified Party"), from all damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements, sustained in any action commenced by any third party in connection with the Indemnifying Party's

performance of, or failure to perform, its obligations and duties under this Agreement except for those damages, costs, expenses and liabilities arising from the negligence or willful misconduct of the Indemnified Party; provided, however, that MDI is not obligated to indemnify Customer, and Customer shall defend and indemnify MDI hereunder, for any claims by any third party, including End User Customers, arising from services provided by Customer that incorporate any of the Services including but not limited to (a) violation of any applicable law by End User Customers; (b) damage to property or personal injury (including death) arising out of the acts or omissions of End User Customers; (c) termination or suspension of Services of Customer or End User Customers, due to a Customer Default; or (d) claims by a third party, including without limitation End User Customers, arising out of or related to the use or misuse of any Service.

#### Article VI – Force Majeure

1. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of third parties not under the direction or actual control of the Party delayed or unable to perform, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a “Force Majeure Event”). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event.

#### Article VII – Miscellaneous Provisions

1. This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission (“FCC”), MDI applicable tariffs, if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body. Either Party may terminate its obligations under this Agreement and/or a Service Schedule and/or a Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either Party to carry out its obligations under this Agreement.
2. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Illinois.
3. This Agreement does not create a partnership, joint venture or agency relationship between the MDI and CUSTOMER. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever.
4. CUSTOMER shall not transfer or assign, voluntarily or by operation of law, its obligations under this Agreement without the prior written consent of MDI.

5. Notices shall be sent to:

| If to MDI:                               | If to Customer: |
|--|-----------------|
| <b>MDI</b>                               |                 |
| Attn: Robert J. Heiderscheidt, President |                 |
| 12300 S. Keeler Ave.                     |                 |
| Alsip, IL 60803                          |                 |
| Email: rjh@mdi-america.com               |                 |
| <b>Billing Disputes:</b>                 |                 |
| <b>MDI</b>                               |                 |
| Attn: Accounts Receivable                |                 |
| 12300 S. Keeler Ave.                     |                 |
| Alsip, IL 60803                          |                 |

6. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End User Customers.
7. This Agreement constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed herein. Any prior agreements, promises, negotiations or representations regarding the subject matter hereof are of no force or effect. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by a duly authorized representative of MDI and the CUSTOMER.
8. In the event one or more provisions shall be severed from this agreement by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect.
9. The service order may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Service Orders may be executed via a recognized electronic signature service (e.g., DocuSign) or may be delivered by facsimile transmission, or may be signed, scanned and emailed to MDI, and any such signatures shall be treated as original signatures for all applicable purposes.

#### Article VIII –Insurance Requirement

1. Prior to onboarding, CUSTOMER must provide MDI with a valid Certificate of Insurance demonstrating:
  - a. General liability (premises liability) policy of \$1M per Occurrence/ \$2M Aggregate; and
  - b. \$1M commercial umbrella policy and an additional insured endorsement naming MDI as an additional insured.
2. In its sole discretion, MDI may choose to waive the requirement in Article VIII paragraph 1, and instead apply a nominal per machine insurance fee identified in CUSTOMER’s service order.

#### Article IX –License to use space and power

1. In consideration of and conditioned upon the timely payment of the fees and charges set forth in the applicable Service Order and subject to the terms and conditions of service, MDI hereby grants to CUSTOMER a license (the "License") to operate and maintain certain cryptocurrency mining equipment in certain portions of the Premises (the "Space"), all as more specifically described in the applicable Service Order; provided, however, that MDI retains the right to grant other licenses to its customers within the Premises and to access the Space for any legitimate business purpose at any time. CUSTOMER's occupancy and use of the Space is and will be at all times subordinate to, and subject to all applicable terms and conditions of, MDI's right to use the Premises. The License does not convey any easement, leasehold or any other real or personal property interests in the Space or Premises and Customer has no ownership or other property rights as a tenant or otherwise in the Premises pursuant to this License.

#### Article X –Onboarding

1. After securing a license to utilize MDI's Miner Hosting Service, CUSTOMER will receive an email introducing CUSTOMER to the appropriate contact on the MDI Tech Team. CUSTOMER will follow instructions and coordinate onboarding with the MDI Tech Team to ensure a smooth onboarding process. Unless otherwise agreed in writing, CUSTOMER onboarding shall occur in accordance with the terms of CUSTOMER's applicable service order.
2. CUSTOMER shall have the right to visit MDI's Miner Hosting Facility where CUSTOMER's equipment is running during regular business hours, Monday through Friday, 8:00 am to 4:30 pm CST on 24 hours' notice to MDI. Unless CUSTOMER has a private mining suite, CUSTOMER must be escorted on premises by MDI personnel while in any mining areas. CUSTOMERS with a private mining suite will be granted 24x7 key card access to the mining suite.
3. MDI provides Helping Hands to CUSTOMER Monday through Friday, 8:30 am to 4:30 pm CST in the following situations: power refresh, internet recycle, hardware troubleshooting. CUSTOMER may request Helping Hands outside of service hours. Helping Hands outside of service hours are billed at \$150 / hr., and *include the tech's travel time to and from the site*. Helping Hands requests are answered in the order in which they are received.

#### Article XI – Locations

1. MDI offers miner hosting services at multiple locations in the Midwest U.S.
2. CUSTOMER's service order will designate the specific address where CUSTOMER's miners will be hosted.
3. MDI reserves the right to relocate CUSTOMER's mining equipment to different MDI locations with comparable service offerings. In no event will MDI relocate CUSTOMER's mining equipment without 30 days' notice. In no event will CUSTOMER incur any additional recurring or non-recurring charges as a result of MDI's relocation of customer mining equipment. CUSTOMER may

choose to terminate the miner hosting service rather than consent to relocation. In the event CUSTOMER chooses to terminate service rather than consent to relocation, CUSTOMER shall not incur early termination penalties.

Article X – Outage Credits

1. In the event of service outage totaling more than 24 hours, CUSTOMER shall not be billed for the total outage time. Provided, however, that any such interruption will not be deemed a Service Outage if the Data Center Service is unavailable as a result of: (a) any act or omission of the Customer or its end-users, or their representatives, contractors, agents, authorized invitees, successors or assigns; (b) the failure or malfunction of non-MDI equipment or systems; (c) a Service Outage caused by scheduled maintenance or planned enhancements or upgrades to MDI's network; or (d) a Force Majeure Event.

Article XI – Schedule of Services Table

1. Unless otherwise described in the service order, MDI agrees to provide miner hosting services to CUSTOMER in accordance with the following service table, regardless of whether CUSTOMER's mining equipment is situated in a Data Center, Secured Industrial Property, or coinMINE™:

| <b>CUSTOMER Schedule of Service Table</b> |   |
|---|---|
| <b>Physical Space</b>                     | <b>Sufficient square footage at the location identified in CUSTOMER's service order to power and run CUSTOMER's mining equipment.</b>   |
| <b>Power</b>                              | <b>Utility power equal to the amount of kW described in the CUSTOMER service order form.</b>  |
| <b>Cooling / HVAC</b>                     | <b>CUSTOMER supply side intake air shall be maintained between 50 degrees and 105 degrees F. (10 to 32.3 C). MDI facilities maximize economization of ambient air and supplement as necessary with mechanical cooling to guarantee intake air temperature in the range specified above.</b> |
| <b>Security</b>                           | <b>-24x7x365 key card access prohibiting unauthorized entry<br/>-24x7x365 camera monitoring of each facility<br/>-Security personnel on site during normal business hours</b>   |
| <b>Interconnect</b>                       | <b>10 MBS Service</b>   |
| <b>Utility Cost</b>                       | <b>Included with MRC</b>  |
| <b>Customer Onboarding</b>                | <b>Personalized Customer onboarding with the MDI Tech Team as described in CUSTOMER service order.</b>  |



## Article XII – Decommissioning

1. No later than the expiration or earlier termination of a Service Term, CUSTOMER shall, at CUSTOMER's sole cost, promptly remove all Equipment from the Premises. CUSTOMER may request that MDI un-rack, re-pack, and ship CUSTOMER's mining equipment to a location of CUSTOMER's choosing. MDI will present CUSTOMER with an invoice charging \$75 / machine fee in addition to an estimated shipping cost for decommissioning. MDI will not perform the decommissioning service for CUSTOMER until CUSTOMER pays the decommissioning invoice. All decommissioning performed by MDI will commence within 24 business hours of receipt of CUSTOMER's paid invoice.

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