

# Platform-as-a-Service Agreement

Effective Date: March 27, 2023

**THIS AGREEMENT** is entered into by and between **HEADFRAME TECHNOLOGIES FZCO**, a Free Zone Company with limited liability incorporated under the Law no. 16 of 2021 by H.H. Ruler of Dubai and Implementing Regulations issued thereunder by Dubai Integrated Free Zones Authority (DIEZA) having its principal place of business at Dubai Silicon Oasis, DDP, Building A2, Premises 21197 - 001, Makani № A2 - 3645879076, Dubai, UAE (hereinafter referred to as the “**Supplier**”), and a customer acquiring access to our IT platform via Platform-as-a-Service (the “**Customer**”) (the Supplier and the Customer are hereinafter collectively referred to as the “**Parties**,” and solely – as the “**Party**”).

## Background

- (A) The Supplier has developed digital currencies mining software applications and a hash rate management IT platform which it makes available to customers via the internet for the purpose of running a digital currency mining pool and making it and parts of the platform available to end users.
- (B) The Customer wishes to use the Supplier's services in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's services subject to the terms and conditions of this Agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

**Mining Pool Application:** a digital currencies mining pool application developed by the Supplier for the Customer using the Services, but excluding any Customer Content.

**Authorized Users:** those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation, as further described in clause 2.2(e).

**Business Day:** a day other than a Saturday, Sunday or public holiday in United Arab Emirates when banks in Dubai are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.

**Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls**,

**controlled** and the expression **change of control** shall be construed accordingly.

**Customer Account:** the Customer's (online) account with the Supplier on the Platform in respect of the Services.

#### **Customer Content:**

- a) all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, inputted by the Customer, Authorized Users or the Supplier on the Customer's behalf for the purpose of using, developing or maintaining any Mining Pool Application or using the Services or facilitating the Customer's or any End-User's use of the Services; and

- b) all End-User Content,

but excluding all authentication information provided in relation to the Customer Account.

**Documentation:** the document made available to the Customer by the Supplier online via Customer Account or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

**End User:** any person the Customer permits access to use any Mining Pool Application.

**End-User Account:** the account held and maintained with the Platform by any End-User as a prerequisite to accessing and using the relevant Mining Pool Application on the Platform.

#### **End-User Content:**

- a) all text, information, data, images, audio or video material, in whatever medium or form, inputted by any End-User in relation to the use of any Mining Pool Application or the Services; and
- b) all information related to any End-User that is processed or stored by any Mining Pool Application,

but excluding all authentication information provided in relation to any End-User Account.

**Fee:** a fee charged by the Supplier for the Services on all digital currencies revenues generated through the Mining Pool Application. The Fee rate is displayed in Customer Account or such other URL as may be notified to the Customer from time to time.

**Integrated Services Elements:** such elements of the Services as are integrated into the Mining Pool Application, as specified in the Customer Account on the Platform.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and Intellectual Property Rights include, without limitation, any Marks.

**Marks:**

- a) any trademarks, trade names, service marks, trade dress, logos, URLs and domain names;
- b) any identifying slogans and symbols;
- c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and
- d) the "look and feel",

of a Party to this Agreement, whether or not registered.

**Normal Business Hours:** 9.00 am to 6.00 pm local Dubai, UAE time, each Business Day.

**Open-Source Software:** any software licensed under any form of open-source license meeting the Open Source Initiative's Open Source Definition (set out at [www.opensource.org](http://www.opensource.org)) or any libraries or code licensed from time to time under the General Public License (as described by the Free Software Foundation and set out at [www.gnu.org](http://www.gnu.org)), or anything similar, included or used in, or in the development of, the Services or the Software, or with which the Services or the Software is compiled or to which it is linked.

**Platform:** the Supplier's infrastructure and cloud computing platform and runtime environment, as described in the Documentation.

**Security Event:**

- a) any unauthorized third party access to the Services or the Platform; or
- b) any use of the Service by the Customer, any Authorized User or any End User that in breach of the Intended Use and has the potential to materially impact the Platform, the Services or use of the Services by any other customer of the Supplier or any of that customer's end users; or
- c) any Vulnerability or Virus introduced into the Platform or the Services by (or facilitated through) the Customer, any Authorized User, or any End User.

**Service Level Agreement:** the service level agreement set out in Customer Account on the Platform.

**Services:** the services provided by the Supplier to the Customer under this Agreement, as more particularly described in the Documentation, including:

- a) access to the Platform and the Software via the internet;
- b) hosting of a Mining Pool Application on the Platform and standard customer support services; and
- c) such other services as the Supplier may decide, at its discretion, to integrate into the Platform from time to time.

**Software:** the online software applications and tools provided by the Supplier from time to time as part of the Services, including any updates the Supplier may make to such applications and tools from time to time.

**Term:** the term of this Agreement commencing on the first time access to the Platform and terminating in accordance with the provisions of this Agreement.

**Virus:** any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation as it is in force for the time taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes email.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.11 If there is an inconsistency between any of the provisions of this Agreement and the terms and conditions located at any URL, the provisions of this Agreement shall prevail. If there is an inconsistency between any of the provisions in the main body of this Agreement and the terms and conditions set out in any schedule to this Agreement, the provisions in the main body of this Agreement shall prevail.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. License and Restrictions

- 2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right during the Term:
  - (a) to permit the Authorized Users to use the Services and the Documentation solely to run a Mining Pool Application on the Platform;
  - (b) to choose the Services to be integrated into Mining Pool Application, to make the Services available, solely as integrated into any Mining Pool Application, to End Users and to permit those Services to be used in association with the Customer's Marks;
  - (c) to permit End Users to access Mining Pool Application on the Platform and to use in accordance with this Agreement such of the Services as have been integrated into the Mining Pool Application;
  - (d) to promote Mining Pool Application incorporating the Services to prospective and actual End Users, subject to the provisions of this Agreement; and
  - (e) to use the Software for the purposes set out in clause 2.1(a) and clause 2.1(b) (**Intended Use**).
- 2.2 In relation to the Authorized Users, the Customer undertakes that:
  - (a) each Authorized User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than quarterly and that each Authorized User shall keep their password confidential;
  - (b) it shall disable any Authorized User's access to the Services and the Documentation promptly upon termination or suspension of such Authorized User's employment or services contract with the Customer;
  - (c) it shall maintain a written, up-to-date list of current Authorized Users and promptly provide such list to the Supplier upon the Supplier's written request at any time or times.
- 2.3 The Customer shall comply with the Intended Use in relation to a Mining Pool Application and Customer Content.
- 2.4 If the Customer becomes aware that any Mining Pool Application or Customer Content or an End-User's use of a Mining Pool Application or Customer Content does not comply with an Intended Use, the Customer shall promptly notify the Supplier upon becoming aware of such.
- 2.5 Notwithstanding any other provision in this Agreement, if there is a Security Event, the Supplier may, without liability or prejudice to its other rights

and without prior notice to the Customer or any End-User, remove relevant Customer Content and disable the Customer Account, any End-User Account and the relevant Mining Pool Application until the relevant Security Event has been resolved. The Supplier shall give the Customer notice as soon as is reasonably practicable of the nature of the relevant Security Event.

2.6 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, provided that the provision of Services to End Users is permitted to the extent necessary to enable them to use the relevant Mining Pool Application;
- (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (e) introduce, or permit the introduction of, any Virus or Vulnerability into the Platform or the Services.

2.7 The Customer shall:

- (a) use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify the Supplier; and
- (b) comply with any further obligations set out in the Documentation that govern use of the Services or operation of Mining Pool Applications.

2.8 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered

granted to any subsidiary or holding company of the Customer.

- 2.9 Any Open-Source Software provided by the Supplier may be used according to the terms and conditions of the specific license under which the relevant Open-Source Software is distributed, but is provided "as is" and expressly subject to the provisions of clause 13.2. Such terms and conditions shall govern such use to the extent that they expressly supersede this Agreement.

### **3. Services**

3.1 The Supplier shall, during the Term:

- (a) provide the Services and access to the Platform and make available the Documentation to the Customer on and subject to the terms and conditions of this Agreement; and
- (b) enable End Users to connect via the internet to any Mining Pool Application that the Customer has on the Platform and to use in accordance with this Agreement such of the Services as have been integrated into that Mining Pool Application.

3.2 The Supplier will provide the Services in accordance with the Service Level Agreement.

3.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

3.4 The Supplier is responsible for technical support of all Mining Pool Applications running on the Platform.

3.5 From time to time the Supplier may:

- (a) modify the Services by issuing updates; and
- (b) make new features, functionality, applications or tools available in respect of the Services, whose use may be subject to the Customer's acceptance of further terms and conditions,

and shall give the Customer prompt notice of material modifications to the Services and any such new features, functionality, applications or tools.

### **4. Changes to this Agreement**

4.1 The Supplier shall be entitled to change its Fee rate notifying the Customer at least 20 (twenty) Business Days before such change is to take effect. During the period from the date of notification to the date when such change is to take effect the Customer may reject any such change by terminating the Customer Account.

- 4.2 The Supplier may make changes to the provisions of this Agreement from time to time. If the Supplier materially changes such provisions, the Supplier shall give the Customer 20 (twenty) Business Days' notice before the changes take effect, during which time the Customer may reject any such change by terminating or discontinuing the use of the Customer Account.
- 4.3 The Customer acknowledges and agrees that if it uses the Services after the date on which such provisions have changed, the Supplier will treat the Customer's use as acceptance of the changed provisions.

## 5. Data protection

Each Party shall, at its own expense, ensure that it complies with and may assist the other Party (at such Party's expense) to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the United Arab Emirates and the General Data Protection Regulation ((EU) 2016/679). This clause is in addition to, and does not reduce, remove or replace, a Party's obligations arising from such requirements.

## 6. Third Party Providers

- 6.1 The Customer acknowledges that the Services may enable or assist it or any End-Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does, and the End Users do, so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer or any End-User (as the case may be), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer or the relevant End-User (as the case may be) and the relevant third party, and not the Supplier. The Supplier recommends that the Customer and End Users refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## 7. Supplier's Obligations

- 7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:
- (a) does not warrant that:
    - (i) the Customer's use of the Services will be uninterrupted or error-free;
    - (ii) the Services, Documentation and/or the information obtained by the Customer or any End-User through the Services will meet the Customer's or any End-User's requirements; or
    - (iii) the Platform or the Services will be free from Vulnerabilities or Viruses; and
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.4 Unless agreed in writing the Supplier's Marks shall not appear on those parts of the Platform that are accessible to End Users.
- 7.5 The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content or any Mining Pool Application caused by any third party.

## 8. Customer's Obligations

- 8.1 The Customer shall:

- (a) provide the Supplier with:
  - (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information as may be required by the Supplier,
 in order to provide the Services, including Customer Content, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations, including any of those relating to the export of any data with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorized Users and End Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for breach of this Agreement caused or contributed to by any acts or omissions on the part of any Authorized User or End-User;
- (e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including provision of the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (g) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's or any End-User's network connections or telecommunications links or caused by the internet;
- (h) as between the Parties, be responsible for responding to all third party requests concerning the use of the Services by the Customer or any End-User.

8.2 The Customer acknowledges and agrees that:

- (a) the Supplier may include the Customer's name or the Customer's Marks in a list of the Supplier's customers in any medium or in any

link from the Platform to the Customer's website; and

- (b) the Supplier may refer to the Customer, orally or in writing, as a customer of the Services for promotional, marketing and financial reporting purposes.

8.3 The Customer acknowledges that the Services may enable or assist it or any the End-Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does, and the End Users do, so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer or any End-User (as the case may be), with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer or the relevant End-User (as the case may be) and the relevant third party, and not the Supplier. The Supplier recommends that the Customer and End Users refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## 9. Charges

- 9.1 The Services shall be provided to the Customer for a Fee charged by the Supplier at the rate displayed in the Customer's Account.
- 9.2 The Supplier's determination of the Fees shall, in the absence of manifest error, be final.
- 9.3 The Customer waives all claims relating to Fees unless claimed within 20 (twenty) Business Days of the date when Fee in question has been charged by the Supplier.

## 10. Proprietary Rights

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services (whether integrated into the Mining Pool Application or not), the Integrated Services Elements, the Documentation, the Software and the Supplier's Marks. Except as expressly stated in this Agreement, this Agreement does not grant the Customer any rights to, or in any Intellectual Property Rights or any other rights or licenses in respect of the Services, the Documentation or the Supplier's Marks.
- 10.2 The Supplier confirms that it has all the rights in relation to the Services, the Documentation and the

Supplier's Marks that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10.3 If the Customer wishes to display the Supplier's Marks in relation to its use of the Services, the Customer shall:

- (a) obtain a written permission from the Supplier by submitting a written request to the Supplier; and
- (b) comply with the Mark guidelines provided by the Supplier.

10.4 All uses of a Party's Marks under this Agreement, including all goodwill arising, shall accrue solely to the benefit of the Party owning the Intellectual Property Rights in those Marks.

## 11. Confidentiality

11.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving Party;
- (b) was in the other Party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving Party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents (and also, in the case of the Customer only, by the End Users) in breach of the terms of this Agreement.

11.4 The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Parties acknowledge that:

(a) the Supplier's Confidential Information includes details of the Services, and the results of any performance tests of the Services; and

(b) the Customer's Confidential Information includes the Customer Content.

11.6 The above provisions of this clause 11 shall survive termination of this Agreement, however arising.

11.7 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

## 12. Indemnity

12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

- (a) the Customer Content;
- (b) the Customer's Marks; or
- (c) the Customer's or any End-User's use of the Services and/or Documentation.

12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the use of any of the Services or the Documentation or any of the Supplier's Marks by the Customer in accordance with this Agreement infringes any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that this indemnity does not apply to the extent that any such claim is based on the use of any Open-Source Software.

12.3 The obligations of the Customer and the Supplier under clause 12.1 and clause 12.2 respectively are conditional on:

- (a) the indemnifying party being given prompt notice of any relevant claim;
- (b) the indemnified party providing reasonable co-operation to the indemnifying party in the defense and settlement of such claim, at the indemnifying party expense; and
- (c) the indemnifying party being given sole authority to defend or settle such claim.

12.4 Except as specifically provided in this Agreement, the enforcement and protection of a Party's Intellectual Property Rights shall be in the sole

discretion and control of that Party and any and all recoveries resulting from such enforcement or protection actions shall be retained by that Party.

12.5 In the defense or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 10 (ten) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.6 In no event shall the Supplier, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier;
- (b) the use of the Services or Documentation by the Customer or any End-User in combination with any Customer Content or any Mining Pool Application;
- (c) the use of the Services or Documentation by the Customer or any End-User in a manner contrary to the instructions given to the Customer by the Supplier; or
- (d) the use of the Services or Documentation by the Customer or any End-User after notice to the Customer of the alleged or actual infringement from the Supplier or any appropriate authority.

12.7 The foregoing and clause 13.4(b) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

### **13. Limitation of Liability**

13.1 This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer or any Authorized User or End User:

- (a) arising under or in connection with this Agreement;
- (b) in respect of any use made by the Customer or any End-User of the Services and Documentation or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer or any End-User, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer or any End-User in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

- (c) the Services and the Documentation are provided to the Customer and the End Users on an "as is" basis.

13.3 Nothing in this Agreement excludes the liability of the Supplier for fraud or fraudulent misrepresentation.

13.4 Subject to clause 13.2 and clause 13.3:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees charged by the Supplier for the Services during the 6 (six) months immediately preceding the date on which the claim arose.

### **14. Term and Termination**

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, continue in force, unless:

- (a) the Customer notifies the Supplier in writing of termination, in which case this Agreement shall terminate 20 (twenty) Business Days after the date of termination notice;

- (b) the Supplier notifies the Customer of termination on the ground that there has been



no use by an End-User of any Mining Pool Application for more than 40 (forty) Business Days, in which case this Agreement shall terminate 20 (twenty) Business Days after the date of that notice; or

- (c) otherwise terminated in accordance with the provisions of this Agreement.

14.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any provision of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 (fourteen) days after being notified to do so;
- (b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of applicable laws and regulations;
- (c) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);
- (f) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

- (h) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 (fourteen) days;

- (i) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(b) to clause 14.2(h) (inclusive);

- (j) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

- (k) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or

- (l) there is a change of control of the other Party.

14.3 On termination of this Agreement for any reason:

- (a) all licenses granted under this Agreement shall immediately terminate;

- (b) each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other Party;

- (c) without limiting the effect of clause 14.3(b), the Supplier may require the Customer immediately to return all copies of the Documentation, the Supplier's Confidential Information and any other materials or to delete the same from the Customer's computer and communications systems and devices used by the Customer (but not those used by any End-User in relation to any Mining Pool Application), including such systems and data storage services provided by third parties (to the extent technically and legally practicable). The Customer may, at the Supplier's request, be required to confirm in writing that all such copies have been returned or so deleted;

- (d) the Supplier may destroy or otherwise dispose of any of the Customer Content in its possession unless the Supplier receives, no later than 10 (ten) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Content. The Supplier shall use reasonable commercial endeavors to deliver the back-up to the Customer within 30 (thirty) days of its receipt of such a written request, provided that the Customer has, at that time. The Customer shall

pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Content;

- (e) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced;
- (f) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including clause 1 (Interpretation), clause 5 (data protection), clause 11 (Confidentiality), clause 12 (Indemnity) and clause 14 (Term and termination), shall remain in full force and effect; and
- (g) any outstanding balance becomes immediately due and payable.

## **15. Force Majeure**

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other Party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

## **16. Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

## **17. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

## **18. Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19. Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **20. Severance**

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted under clause 20.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **21. Entire Agreement**

21.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

## **22. Assignment**

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.2 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## **23. No Partnership or Agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other,

and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 24. Third Party Rights

This Agreement does not confer any rights on any person or party other than the Parties to this Agreement and, where applicable, their successors and permitted assigns.

## 25. Counterparts

25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

25.3 No counterpart shall be effective until each Party has provided to the other at least one executed counterpart.

## 26. Notices

26.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in this Agreement, or such other address as may have been notified by that Party for such purposes, or sent by email to the other Party's email address as set out in this Agreement:

(a) if to the Supplier at [mail@headframe.dev](mailto:mail@headframe.dev);

(b) if to the Customer, to such email address as indicated on the signature page to this Agreement.

26.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

## 27. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of United Arab Emirates.

## 28. Dispute Resolution

Any dispute between the Customer and the Supplier shall first be resolved through negotiation in good faith. In case of failure to reach an agreement through negotiation, such dispute shall be referred to and finally settled by arbitration at the Dubai International Arbitration Centre in accordance with the Rules of Arbitration of the Dubai International Arbitration Center ("DIAC Rules") in effect, subject to the following: the arbitration tribunal shall consist of one (1) arbitrator to be appointed according to the DIAC Rules; and the language of the arbitration shall be English. The prevailing Party shall be entitled to reasonably attorney's fees, costs and necessary disbursement in addition to any other relief to which such Party may be settled.