

# COLOCATION HOSTING AGREEMENT

Agreement Number:

This agreement to provide COLOCATION HOSTING and other value-added services is made by and between the parties hereunder who agree as follows:

## CLAUSE 1 – PARTIES

### (I) CLIENT:

Name:		ID:	Phone:		
E-mail:			Mobile:		
Address:		Number:	Additional Information:		
Neighborhood / Municipality:	City:	Department:		Country	Postal Code:

(II) **HOST:** coinPY S.A. a company with headquarters at *Ruta Internacional No. 7 Dr. Jose Gaspar Rodriguez de Francia Km 10 – Ciudad del Este – Alto Parana – Paraguay*, RUC 800848837, represented by its attorneys, hereinafter referred to as HOST.

## CLAUSE 2 – OBJECT AND DEFINITION

**2.1** – The object of this agreement is to provide Internet data storage and data availability services in the CLIENT'S digital currency miner in the modality of Housing or Hosting of Digital Currency Miner, that entails space availability on racks with cooling and connection to host miner(s), in addition to internet and electric power provision within the terms and limitations set forth hereunder and on the offer pages for this service.

**2.2** - The service will be provided as follows: The CLIENT will receive, after confirmation of payment, a service activation email. The service activation date is the same as the date the email was sent, regardless of read/receipt confirmation.

## CLAUSE 3 - SERVICE PROVISION

**3.1** - The HOST agrees to provide the services described herein from Monday to Friday from 9:00 am to 6:00 pm.

**3.2** - The HOST, provided that the CLIENT abides by its obligations hereunder, has technical conditions to offer and agrees to keep the service hereof on air, except for the following hypotheses:

- a. Network problem or power outage attributable to the HOST's provider.

- b. Network problem or Internet connection failure originated by the HOST'S provider.
- c. Configuration failures of the CLIENT's mining company(s), or overload of the mining company(s) caused by suboptimal use:
- d. Interruptions needed for technical adjustments or maintenance that last longer than six (6) hours and that may impair services must be communicated with a two-day (2) notice and carried out, preferably, at times of low activity;
- e. Daily interruptions needed for technical adjustments or maintenance, with a duration of up to 60 minutes.
- f. Service interruption due to the order of competent authorities, or for non-compliance with the clauses hereof;

**3.3** - If the services were suspended due to any of the conditions set forth in clauses "a" and "d" above, this interruption **SHALL NOT** be recorded for purposes of SLA compliance verification by the HOST.

**3.4** - Any other failure originated in the HOST's system, which interrupt the services provided to the users, will be compensated in the form of a discount over the monthly service fee. The value of the compensation will be defined after assessing the damages caused as a result of the failures. It is hereby established that the maximum amount to be compensated to the CLIENT be up to the total value of the monthly payment paid in the month prior to the event.

**3.4.1** - The communication of breach of services hereunder must be formalized by the CLIENT to the HOST within a maximum period of ten (10) days of finding that breach, without the discount ceasing to be enforceable.

**3.4.2** - Notwithstanding the loss of the right by the CLIENT to claim for the non-performance of services within ten (10) days of finding the non-compliance, it is already accepted that the HOST will only be required to provide information on the level of service related to the period of thirty (30) days prior to the date on which the order is placed by the CLIENT.

**3.5** - In order to use the coinPY mining software, the CLIENT must have an account previously created on a site that offers mining pool services. The HOST has no responsibility to offer technical support related to this service.

**3.6** - The CLIENT, when using its own mining software or third-party software, must have prior knowledge of computer, internet, communication protocols, mining software and basic technical operations. The HOST has no responsibility to provide this knowledge or technical support related to it. The CLIENT is, therefore, responsible for the proper configuration and installation of its systems and software.

**3.7** - The CLIENT is strictly prohibited to.

- a. Transmit or store any information, data or material that violates any national or foreign law.
- b. Have or store in the HOST's servers any restricted material or copyright (unless the copyright belongs to the CLIENT) that may be considered harmful to the HOST's equipment, to ethics or morality, obscene, protected material by state secret or other legal status. Propagate or maintain contents that:
  - (a) violate the law, morality, good customs, intellectual property, rights of honor, private life, image, personal and family privacy.
  - (b) encourage the practice of conduct that is unlawful or contrary to morality and good manners;
  - (c) incite to practices of discriminatory acts, whether on the basis of sex, race, religion, beliefs, age or any other condition;
  - (d) make available or allow access to illegal, violent, pornographic, degrading messages, products or services;
  - (e) send spam messages to groups of users of this or other suppliers, offering products or services of any nature of their own or others that are not of interest to the recipients or that do not have expressly their consent;
  - (f) induce an unacceptable state of anxiety or fear;
  - (g) induce or incite dangerous, risky or harmful practices for health or psychic balance;
  - (h) are false, ambiguous, inaccurate, exaggerated or extemporaneous, so that they may lead to error as to its object or the intentions or purpose of the communicator;
  - (i) violate the confidentiality of communications;
  - (j) constitute illicit, misleading or disloyal advertising, in general, that constitutes unfair competition;
  - (k) link, incite or stimulate pedophilia;
  - (l) incorporate viruses or other physical or electronic elements that may damage or prevent normal operation of the network, system or computer equipment (hardware and software) from third parties or that may damage electronic documents and files stored in this computer equipment;
  - (m) obtain or attempt to gain unauthorized access to other systems or computer networks;
  - (n) reproduce, sell or distribute products without the proper authorization and payment of copyright or property rights;
  - (o) transmit or store any material related to child pornography (pedophilia). THE HOST shall be the sole arbiter when any violation of this measure happens;
  - (p) transfer to third parties or allow them to be used from the account, which is exclusive to the CLIENT, other than those that are provided for;

(q) transmit SPAM or unsolicited messages, or injure the common public precepts of good internet use from a server of the HOST;

(r) host games or the like that may cause excessive use of resources above normal measure;

**3.7** - THE CLIENT undertakes to keep its information duly updated. Any change must be communicated to the HOST;

**3.8** - THE HOST reserves the right not to accept new accounts of debtor clients or that, at its discretion, may affect the performance or security of their equipment;

**3.9** - THE CLIENT must provide a valid email address so that it can be identified when accessing the services of customer service and technical support and control panel.

**3.10** - THE HOST reserves the right to change any technical procedure regarding the services hereunder, provided that there is no prejudice to the conditions of service provision, without prior notice.

**3.11** - The CLIENT is the sole responsible for the content of its mining company(s). The HOST shall not be liable for the opinions and views expressed therein.

**3.12** - The CLIENT exclusively assumes, without restrictions or reservations, all the burdens and liabilities resulting from its acts and conduct as a user of the internet network, being entirely liable for the misuse of the resources hereunder.

**3.13** - Only the miner provided by THE HOST will have a six-month warranty. *If miner(s) or video card provided by the CLIENT had any defect that prevents the miner from operating, the HOST shall not have any liability and shall notify the CLIENT in the terms set forth in this clause item 3.2 point d.*

**3.14** - *In case the damage is only to the video card provided by the CLIENT, the HOST may replace this part with the prior authorization of the CLIENT in order to avoid mine outage and/or until the repaired is replaced, time during which the HOST will charge for the use of the video card, which value will be established in the form of authorization for this service by the HOST.*

#### **CLAUSE 4 - PRICE AND CONDITIONS**

**4.1** - The single setup fee for the configuration of the mining company(s) will be as provided for in the service invoice.

**4.2** - The monthly fee charged will be that provided for in the service invoice.

**4.3** - THE HOST is authorized as from now, to issue monthly invoice, to which the payment must be made with bit coins, based on the exchange rate of coindesk.com (XBP). After the due date, they will be charged with a fine of 2%, plus USD 0.05 (five cents) per day of delay. The delay longer than ten (10) days to pay the monthly invoice will lead to the immediate suspension of service until the debt is paid.

#### **CLAUSE 5 - TERM**

**5.1** – This agreement is valid for six (6) months and renews automatically for equal and successive periods.

#### **CLAUSE 6 - EXECUTION**

**6.1** - The lack of formalization of this instrument does not deprive the provision of services, this is: The provision of services will start immediately, after the activation of the services, in accordance with clause 2.2. of this agreement.

**6.2** - This agreement will be considered automatically accepted by the CLIENT at the moment the first payment is made.

#### **CLAUSE 7 - SOFTWARE LICENSES**

**7.1** - In case of not using mining software and coinPY management. The CLIENT is responsible for procuring the license of any piece of software, the CLIENT must guarantee that all software installed in the mining company(s) is duly licensed and in accordance with current legislation.

**7.2** - THE CLIENT is aware that any charge derived from the use of unlicensed software is entirely the liability of the CLIENT, including the civil and criminal liability for any violation of rights.

**7.3** - Any violation of rights by the CLIENT or by third parties using their login and password, will be the sole liability of the CLIENT, the HOST is authorized to take all reasonable legal measures to ensure their protection, including promoting the suspension and/or cancellation of the contracted plan without prior notice.

#### **CLAUSE 8 – TERMINATION**

**8.1** - This agreement may be terminated at any time by either party, with prior notice of minimum thirty (30) days through filling out the termination forms available on the treatment channels

**8.1.1** - In cases of termination at the request of the CLIENT, the mining company(s) will be immediately disconnected and will be available to withdraw up to thirty (30) days from the date of termination, unless the CLIENT has debts with that Company, situation in which this process will be assessed by our legal department. The withdrawal must be scheduled with our customer service team, at least 48 hours in advance.

**8.2** - The non-payment by the CLIENT of the value for more than ten (10) will entitle the HOST to immediately terminate this contract WITHOUT NEED OF NOTIFICATION OR ANY LIABILITY.

**8.3** - Infringement of CLAUSE 3 line item "a" to "r" may result in the immediate suspension or cancellation of this

agreement without prior notice and without refund of the amount paid.

8.4.1 - In the event that the HOST is to pay any fine or penalty imposed by national or international organizations, due to practices or accusations of SPAM by the CLIENT or the HOST is charged by these bodies or organizations to proceed to the exclusion of the relation of senders of "SPAM", due to act(s) by the CLIENT, the HOST is hereby authorized to include that or those amounts in the CLIENT's monthly payment invoice.

8.4.2 - The HOST is also authorized to include in the invoice to the CLIENT the cost of optional IP unblocking services whenever needed for each unblock made.

*8.5 – Once the 30-day period established in item 8.1.1 for the CLIENT to withdraw its mining company has been completed, it will be notified again of the expiration of the date and will be given a maximum period of 15 days to withdraw it, as well as complying with the opinion of the legal department, otherwise the HOST will dispose of said mining company, and the CLIENT will not be entitled to any complaint.*

#### **CLAUSE 9 – REMOVAL OF MINER(S) FROM RACKS AT THE REQUEST OF AUTHORITIES**

9.1 - In case of court orders to suspend the placement of the mining company (s), this will be executed regardless of previous notification.

9.2 - Should any public non-judicial authority of protection of consumers, children or youth, popular economy or any other public interest, diffuse or collective, legally protected or any request that the mining company(s) be removed from air, the CLIENT shall be notified and, in the case the CLIENT does not obtain a judicial order authorizing the contested site to remain online within forty-eight (48) hours after notification, the site must be removed from the air independently of new notification.

#### **CLAUSE 10 - CONFIDENTIALITY**

10.1 - The parties agree that the information provided by the mining company (s) in emails sent to the data base used by the CLIENT are covered by the clause of confidentiality, and the HOST cannot disclose the information to third parties, except for cases of order or judicial determination of any kind, including requests from public authorities to clarify facts and circumstances or investigate a complaint in progress.

10.2 - THE HOST shall not be liable for any violation of the data and information up to that referred to as a result of acts of officials or persons authorized by the CLIENT, nor of those resulting from criminal or irregular action by third parties (hackers) outside the limits of technical predictability at the moment at which it comes to occur.

#### **CLAUSE 11 - COMMUNICATION BETWEEN PARTIES**

11.1 - All forms of communication between the parties for everything related to this agreement will be done, preferably, by email, means that both parties accept as a means for that purpose.

11.2 - The electronic address of the contact for each of the parties will be that in Clause 1 hereof, or the one widely publicized in the service channels of the HOST.

#### **CLAUSE 12 - JURISDICTION**

12.1 - THE CLIENT with its headquarters in Paraguay, the "HOUSING" OR "DIGITAL CURRENCY HOSTING" service rendered in Paraguay, have terms and conditions regulated by the laws of the Republic of Paraguay. THE CLIENT irrevocably accepts the jurisdiction of the Courts of the Republic of Paraguay to resolve any doubt or controversy derived from this instrument, to the exclusion of any other, however privileged it may be, to resolve the divergences arising from this instrument.

#### **CLAUSE 13 - EXHIBITS**

13.1 - The collection will be proportional only in relation to the use of Electric Power, other services provided by the HOST will be charged to the CLIENT for the period of one month.

13.2 - The energy discount will not be granted in case of preventive maintenance or effective maintenance.

13.3 - The choice of the Pool as well as the selection is the total responsibility of the CLIENT.

13.4 - Performance follow-up of the Pool Machine is the sole responsibility of the CLIENT.

13.5 - The HOST is not responsible for contacting the manufacturer of machines not sold by the HOST or whose Warranty ran out.

13.6 - If after five days of sending the Service Invoice, the CLIENT does not pay the amount claimed, the machine will be out of operation and, after payment, the operation of the machine will be restored in a minimum period of 72 hours.

PLACE AND DATE

CLIENT'S SIGNATURE