

methodological design) and its attached Intellectual Property rights (including but not limited to patents, copyrights, trademarks).

Green Provenance: originating from or being produced by electricity generation methods classified as sustainable, as defined by their carbon emissions footprint measured in grams of carbon dioxide emitted per kilowatt hour of electricity produced.

2. HOSTING SERVICES

2.1 Subject to Bitzero's compliance with all terms and conditions hereof, including, without limitation, the undertakings in clause 5 and obligations in clause 6, Luxor will, during the Term: (a) deploy the Software at the Cloud Service Provider; and (b) use its reasonable endeavours to (1) keep the Software supplied with updates sufficient for the Software to operate in accordance with the Specification; (2) maintain adequate security protection of the Software; and (3) monitor the performance of the Software for reporting back to Bitzero.

2.2 Nothing in this Agreement is intended to create any responsibility on Luxor to manage any Bitzero crypto wallets, which shall be the sole responsibility of Bitzero. For clarity, all crypto generated from the Software shall be the property of Bitzero and its customers and any crypto related to Luxor wallets shall be Luxor's sole responsibility.

2.3 Both parties represent and warrant that no withholding or other tax is required to be withheld from the Software and/or the crypto generated by it and on that basis, both parties will not withhold any such tax.

3. MAINTENANCE SERVICES

3.1 Subject to Bitzero's compliance with all terms and conditions hereof, including, without limitation, the undertakings in clause 5, Luxor will, during the Term, use its reasonable endeavours to supply Bitzero with the Maintenance & Support Services.

3.2 Luxor will perform the Maintenance & Support Services necessary to ensure that the Software is operating in accordance with the Specification. Luxor will update the Software as needed as part of the Maintenance & Support Services. Bitzero acknowledges and understands that the Software may not be profitable based on several factors, including the price of crypto, and the network hash rate for the blockchain in question and that in no event shall Luxor have any liability derived from or related to any lack of profitability and/or any costs related to the Software, the operation of the Mining Pool or any of the services to be provided by Luxor hereunder.

4. LUXOR'S UNDERTAKINGS

4.1 Subject to Bitzero's compliance with all terms and conditions in clause 5 Luxor undertakes to provide the Hosting Services with reasonable care and skill.

[REDACTED]

4.2 Luxor is responsible for ensuring that the Bitzero Pool is capable of receiving the Hash Power (as defined below). Bitzero is responsible for having the requisite hardware and software necessary to deploy and access the Bitzero Pool. Luxor shall not be responsible or liable for any errors or failures from any malfunction of Bitzero's hardware or software. Bitzero and Luxor shall jointly test whether the Hash Power can be delivered to Bitzero's Pool prior to the commencement of the Hosting Services.

4.3 Luxor represents and warrants that it has sufficient technical experience and knowhow to deploy crypto Mining Pool infrastructure to mine cryptocurrencies.

4.4 Luxor, due to the nature of crypto Mining Pool infrastructure, is not responsible or liable for losses due to:

- (a) Force Majeure;
- (b) Any requests from a government authority duly qualified to inspect or request information by law;

[REDACTED]

[REDACTED]

4.5 Luxor is responsible for providing the Hosting Services such that aggregate monthly Downtime Percentage does not exceed 2%, excluding Force Majeure and other events as set out in Clause 13.1, and failure of the Cloud Service Provider. In the event that monthly Downtime Percentage exceeds 2%, Luxor will provide financial compensation to Bitzero, paid in bitcoin (BTC), equivalent to up to 8 hours of the FPPS value of Miner's average total hashrate, calculated on [REDACTED] (roughly equivalent to 24 hours) or, using the same compensation methodology, the value of lost Hashpower accrued between Hosting Service outage occurrence and the time Bitzero Hashpower is redirected to the Fail-Over Pool, whichever is shorter.

5. BITZERO'S UNDERTAKINGS

5.1 Bitzero undertakes: (a) to comply with all applicable Legislation in the ownership of the Software and performance of its obligations under this Agreement including the use of the Services; and (b) to immediately notify Luxor in the event that Bitzero has received notice from any governmental agency that its ownership of the Software or use of the Services is in violation of applicable Legislation.

5.2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.3 Bitzero shall configure at least one Fail-Over Pool URL (either the Luxor public stratum URL, or a competing Mining Pool stratum URL, at the sole discretion of Bitzero) into each piece of Mining Hardware it operates in order to ensure it does not lose mining revenue in the event of a Hosting Services outage.

6. PRICES AND PAYMENT

6.1 Bitzero will pay Luxor for the Set-up Infrastructure Costs set forth in Schedule A in accordance with the following payment schedule: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.2 In consideration for the provision of the Hosting Services and Maintenance & Support Services, Bitzero will pay to Luxor, or pay directly to the third party provider, the Hosting Fees set forth in Schedule A. Such fees shall be paid by Bitzero within 3 business days of such fees becoming due and payable.

6.3 Unless otherwise expressly stated, all prices are stated exclusive of sales taxes, which shall be paid by Bitzero at the rate and in the manner prescribed by law.

6.4 At least 45 days prior to the commencement of any Renewal Term, Luxor shall notify Bitzero of the proposed increase in the Hosting Fees, including evidence of their cost base increase, provided that such increase shall not exceed 30%.

6.5 No fees are refundable once paid by Bitzero to Luxor except as this Agreement may expressly provide. If Bitzero fails to make any fee payment under this Agreement when due, Luxor may charge interest on the past due amount at 2% per month calculated daily and compounded monthly or, if lower, the highest rate allowed by law.

7. WARRANTIES AND NON-DISPARAGEMENT

7.1 The parties represent, warrant and undertake that they have full capacity and authority and all necessary consents to enter into and to perform this Agreement and that this Agreement is executed by its duly authorised representative and represents a binding commitment on it. Luxor represents and guarantees that it owns all IP in the Software licensed under this agreement, or have the right to grant sublicenses under third parties' IP, as the case may be (see 8.2 and 8.3).

7.2 Both parties agree to take no action which is intended, or would reasonably be expected, to harm the other party's reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to the other party. Such actions including disparaging remarks, comments or statements that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of the other party's business. This clause 7.2 does not prohibit either party from taking actions to legally enforce this Agreement.

8. TECHNOLOGY

8.1 Neither this Agreement nor the provision or receipt of Services transfers to either party any ownership or proprietary rights in the other party's Technology.

8.2 All right, title, and interest in the Software to be provided by Luxor is and shall remain solely the property Luxor or, in the case of unmodified software or services provided by third parties and which is provided to Bitzero as part of or in connection with the Software, to the owner or licensor of such intellectual property. Bitzero will have no rights in the Software except as this Agreement expressly grants. This Agreement provides Bitzero with no licenses, ownership or rights other than those expressly provided herein.

8.3 The title of the Software will remain with Luxor as further set forth in Section 8.2 of this Agreement. Bitzero is

granted a limited, non-transferable, worldwide, royalty-free, revocable license to use the Software for the term of this Agreement including any extensions or new future agreements.

8.4 Notwithstanding paragraph 8.1, as part of this Agreement Bitzero and Luxor agree to jointly file a provisional patent to protect the methodology of splitting the coinbase transaction into two Unspent Transaction Outputs for the purposes of enabling verifiable green provenance bitcoins. If this patent is accepted and granted as an industrial patent, Luxor and Bitzero shall split the benefits that accrue as a result of the ownership of this intellectual property - commercial, financial, licensing, or otherwise – on a 50%/50% basis. The Parties agree that this patent – coinbase transaction splitting towards the end of verifiable green provenance bitcoin – is the only jointly held intellectual property considered under the auspices of this agreement, and that no other intellectual property sharing or commercial rights are considered on behalf of either party.

8.5 For the avoidance of doubt, Luxor will be operationally and financially responsible for the following activities related to the patent process:

- (a) preparing, filing, and prosecuting the patent application,
- (b) paying all expenses incurred in the preparation, filing, and prosecuting of patent application,
- (c) filing patent application in jurisdictions chosen at the sole discretion of Luxor,
- (d) filing of required documents to vest ownership in the patent to Luxor and Bitzero,
- (e) enforcement of patent if infringement occurs
- (f) assignment of rights required to ensure that the Parties will effectively co-own the patent
- (g) allocation of liabilities in the case of a third-party infringement leads to a product liability suit

8.6 Bitzero acknowledges that the only patent application considered as eligible for the joint ownership described above is the application to patent the methodology of splitting the coinbase transaction into two UTXOs for the purposes of enabling auditors to verify the green provenance (meaning the environmentally sustainable production) of certain UTXOs. No other transaction splitting use case that exists today or in the future will fall under this patent application. Further, this patent application may be a dependent patent of a broader family of patents owned by Luxor today or in the future, and Bitzero acknowledges that it holds no claim or right to any other patent or family of patents held by Luxor or its affiliates.

9. LIMITATION OF LIABILITY

9.1 The following provisions set out the entire financial liability of both parties (including any liability for the acts or omissions of its shareholders, officers, directors, employees, representatives and agents) to both parties in respect of:

- (a) any breach of this Agreement howsoever arising; and
- (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

9.2 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

9.3 Both parties shall not in any circumstances be liable, whether in tort, contract, misrepresentation (whether innocent or negligent) or otherwise for:

- (a) loss of profits (including crypto generated or

expected to be generated by the Software); or

- (b) loss of business; or
- (c) depletion of goodwill or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods or damage to property; or
- (f) loss of use; or
- (g) loss or corruption of data or information; or
- (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.4 Luxor's total aggregate liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the total amount of Hosting Fees paid by Bitzero to Luxor pursuant to this Agreement during the six (6) month period immediately preceding the event giving rise to Luxor's liability.

9.5 Notwithstanding the event of any failure of the Software to function in accordance with the Specification caused by Luxor's failure to provide the Hosting Services and/or Maintenance & Support Services in accordance with the terms of this Agreement, Bitzero's sole remedy and Luxor's only obligation and liability to Bitzero shall be provided in accordance with clause 9.

9.6 This clause 9 shall survive termination of this Agreement, howsoever arising.

9.7 Under no circumstance will Luxor be responsible for mined coins once the coins are sent from the blockchain to the wallet specified by Bitzero. Bitzero agrees to provide industry standard custodianship for mined coins.

9.8 Indemnification. Bitzero will indemnify, hold harmless, and defend Luxor, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, brought by any party on account of the Software or Bitzero's use of the Software, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, neglect or misconduct of Bitzero, its agents, representatives, employees, contractors and their employees and subcontractors and their employees. Luxor will indemnify, hold harmless, and defend Bitzero, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, brought by any party on account of the Software or Luxor's engineering of the Software, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, neglect or misconduct of Luxor, its agents, representatives, employees, contractors and their employees and subcontractors and their employees.

10. NO GUARANTEE

10.1 This Agreement concerns the engineering and maintenance of software by Luxor on behalf of Bitzero. In entering into this agreement, Luxor makes no guarantee, warranty, or commitment, whether explicitly or implicitly, that the software engineering solution provided by Luxor to Bitzero will result in Bitzero being able to monetize the software platform aside from the already stipulated commercial terms annotated in Schedule A ("Additional Fees"). Whether it is possible or prudent to monetize the coinbase transaction splitting method utilized in this PPLNS pool through the creation of verifiable green provenance bitcoins is a

commercial question that Bitzero is alone responsible for addressing.

10.2 Bitzero acknowledges that the software engineering method for transaction splitting outlined in section 4.3 of this Agreement does not guarantee, and Luxor does not make any guarantee, warranty, or commitment, [REDACTED]

[REDACTED] the Block Subsidy UTXO of each coinbase transaction will not contain bitcoins that have previously been in circulation. The Bitcoin Core codebase as it is currently written does not differentiate between newly emitted coins and transaction fees when constructing the coinbase transaction. The transaction splitting solution engineered by Luxor is only designed to enable Bitzero to claim that a certain percentage of its Bitcoin production comes from the Block Subsidy, which in turn could enable a marketing team to claim that Bitzero bitcoin production is X% green provenance or some such commercial framing.

10.3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. TERM AND TERMINATION

11.1 This Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause this Agreement shall continue for the Initial Term and shall be automatically extended for subsequent Renewal Terms (incorporating the proposed Hosting Fee set out in clause 6), unless either party provides at least sixty (60) days' written notice to the other party prior to the expiration of the Initial Term or any Renewal Term, as the case may be, of its intent to not enter into the next Renewal Term.

11.2 Without prejudice to any other rights or remedies to which Luxor may be entitled, Luxor may terminate the Agreement or suspend and/or limit the Services without liability in any circumstances to Bitzero if: (a) Bitzero or any of its affiliates commits a material breach of any of the terms of this Agreement and (if such a breach is remediable in Luxor's view) fails to remedy that breach within seven (7) days of Bitzero being notified of the breach.

11.3 Without prejudice to any other rights or remedies to which Bitzero may be entitled, Bitzero may terminate the Agreement or suspend and/or limit the Services without liability in any circumstances to Luxor if: (a) Luxor or any of its affiliates commits a material breach of any of the terms of this Agreement and (if such a breach is remediable in Bitzero's view) fails to remedy that breach within seven (7) days of Luxor being notified of the breach.

12. EFFECTS OF TERMINATION

12.1 Upon termination of this Agreement however arising:

- (a) Bitzero will, at its cost, remove (or procure the removal of) the Software from the Cloud Service Provider as soon as reasonably practicable;
- (b) Luxor will cease provision of the Hosting Services and the Maintenance & Support Services immediately;
- (c) any sums owed by Bitzero to Luxor shall become immediately due and payable;
- (d) any and all 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 such date shall not be affected or prejudiced;

(e) the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced; and

(f) subject to this clause 12.1, all rights of Luxor under this Agreement shall terminate.

12.2 The termination of this Agreement shall not of itself give rise to any liability on the part of either party to pay any compensation for loss of profits or goodwill, to reimburse for any costs relating to or resulting from such termination, or for any other loss or damage howsoever arising.

12.3 This contract in its entirety may be terminated by Bitzero at any time with a 60-day written notice before ending services [REDACTED]

12.4 This contract in its entirety may be terminated by Luxor at any time with a 120-day written notice before ending services [REDACTED]

13. FORCE MAJEURE

13.1 Notwithstanding anything to the contrary herein, the parties shall not in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Luxor or any other party), failure of a utility service or the Cloud Service Provider (including power outages, power curtailments and planned or unplanned maintenance) or transport or telecommunications network, system failure, act of God, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, earthquake, subsidence, epidemic or other natural disaster, or default of suppliers or sub-contractors (any such event being "**Force Majeure**").

13.2 If Luxor is prevented from providing Services by reason of Force Majeure, (a) Luxor will notify Bitzero as soon as reasonably practicable; and (b) Luxor's obligations to Bitzero will be suspended for the duration of the Force Majeure and for avoidance of doubt, Bitzero will not be required to pay the Hosting Fees for the duration of the Force Majeure. Where the Force Majeure affects the delivery of Services to Bitzero for a period of greater than 30 days, Bitzero will have the right to terminate this Agreement without liability to the other party except for accrued rights and obligations prior to the Force Majeure.

14. ANTI-BRIBERY & AML (ANTI MONEY LAUNDERING)

14.1 Both parties shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption and anti-money laundering ("**Relevant Requirements**");

(b) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

14.2 If a duly authorized government authority with proper jurisdiction requests information on this Agreement, Luxor will comply and promptly inform Bitzero of any such request. At the same time, Bitzero agrees and holds harmless Luxor from providing such information to said authorities.

15. CONFIDENTIALITY

15.1 This contract is also covered under the MNDA agreement signed by Bitzero and Luxor on May 23rd, 2022.

16. PROTECTION AND PROCESSING OF PERSONAL DATA

Each party shall comply with its respective obligations under the provisions of applicable data and personal information protection laws.

17. 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.

18. 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.

19. SEVERANCE

19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

19.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

20.1 This Agreement and the Mutual Confidentiality and Non-disclosure Agreement dated May 23rd, 2022 between the parties constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

representatives).

21. ASSIGNMENT

21.1 Both parties shall not, without the prior written consent (which shall not be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. GOVERNING LAW

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Delaware.

23. JURISDICTION

The Parties agree to submit to the exclusive jurisdiction of the courts of Delaware.

This Agreement has been entered into on the date first stated above.

Signed by **Naeem Walji**
for and on behalf of **Bitzero Blockchain**
Inc.



Signed by **Ethan Vera**
for and on behalf of **Luxor Technology**
Corporation


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Schedule A**Financial Requirements**

1. Set-up Infrastructure Costs	
2. Hosting Fees	
3. Pool Software Fees	
4. Additional Fees	

Schedule B – Maintenance & Support Services

New Feature Request	Net new features that differentiate from Luxor's current feature offering will be discussed in separate agreement as the needs and/or requests arise on the part of Bitzero.