

General Terms & Conditions of Purchases and Services

These General Terms & Conditions of Purchases and Services (“**Agreement**”) govern the sale, licensing, and delivery of Products and Services by Terahash LLC (“**Terahash**”), a Texas Limited Liability Company, to _____, a _____ with principal offices at _____, (the “**Client**”), and are effective as of the date Client places an order to Terahash. Unless Client has another valid agreement with Terahash, the following terms and conditions will apply, even in the absence of Client’s signature on this agreement.

____ **A. Definitions.**

Initial

- i. “**Order**” means a Purchase Order for Products, Services, and/or Support accepted by Terahash in accordance with Section B below, or other type of finalized order document accepted by Terahash.
- ii. “**Products**” means hardware, software, documentation, and/or parts that are offered by Terahash to the Client hereunder.
- iii. “**Services**” means any installation, setup, support, or other professional services ordered by Client that relate to the Products provided by or through Terahash.
- iv. “**Support**” means any maintenance, repair, or other standard support services provided by Terahash through the online customer support portal, email, instant messaging, telephone, or other means.
- v. “**On-site Support**” means Support and Services that are provided by Terahash at the Client’s premises.
- vi. “**Hardware**” means any physical computer or network equipment Products provided by Terahash.
- vii. “**Software**” means any software program Products provided by Terahash.
- viii. “**Terahash Software**” means any software Product branded or developed by Terahash.
- ix. “**Third-Party Software**” means any Software that is not Terahash Software.
- x. “**Terahash Technology**” means the technology, software, designs, engineering details, schematics, and similar data related to, or incorporated in, the Products, and all copies, modifications, and derivative works thereof.

____ **B. Order Acceptance.**

Initial

Client may submit Orders to Terahash via e-mail specifying the Products, Services, or Support requested and in reference to this Agreement. Purchase orders are deemed accepted by Terahash upon Terahash’s order confirmation. Terahash is a Business to Business (“B2B”) company and will only accept Orders from registered businesses, government agencies, and other official entities. Terahash will only accept e-mail Orders sent in an official capacity from a domain associated with the Client. Terahash will not accept Orders nor respond to any correspondence sent from free e-mail providers.

____ **C. Delivery.**
Initial

All Products delivered pursuant to this Agreement shall be shipped via UPS Ground, UPS Freight, or UPS Worldwide to the Client address set forth in the Order unless otherwise mutually agreed upon in writing. Client shall be responsible for all shipping charges and import duties, unless otherwise mutually agreed upon in writing. Terahash will use its best efforts to ship Products as soon as possible; however, Products are Built to Order (“BTO”), and product shortages and supply chain delays may negatively impact delivery timelines. All communicated lead times and delivery timelines provided by Terahash are an estimate only. Client must allow up to 180 days from Order acceptance by Terahash for delivery. No liability will attach to late or postponed deliveries due to conditions beyond Terahash's reasonable control.

____ **D. Cancellation and Changes.**
Initial

Orders may not be changed nor canceled once accepted by Terahash, unless delivery has not been made within 180 days from Order acceptance. For all canceled orders, Terahash reserves the sole right to recover from the Client the cost of any goods or products acquired by Terahash on behalf of the Client, or 30% of the invoice value, whichever is greater.

____ **E. Prices, Fees, Taxes.**
Initial

Product prices and Service fees are as quoted at time of purchase. Any typographical, clerical, or other error or omission in any quotation, price list, acknowledgement of order, invoice, or other document issued by Terahash shall be subject to correction without any liability on Terahash’s part. Prices and fees are valid for the period quoted by Terahash, and are exclusive of all excise, value-added, sales, use, and all other taxes and duties. For Clients located in the State of Texas, Terahash will collect Sales Tax. Client will remit all other taxes, including but not limited to value-add taxes (“VAT”) and other taxes, to their governing authorities directly.

____ **F. Payment Terms.**
Initial

Terahash reserves the sole right to request payment in advance (PIA terms) for all Products and Services. Unless otherwise specified, Terahash shall invoice Client upon order confirmation by Terahash, and payment shall be due in full upon invoicing. The order shall not be processed until payment is remitted in full by Client. The Client shall receive a three percent (3%) discount for accepting the default PIA terms.

Subject to credit approval, and at Terahash’s sole discretion, Client may request to be billed on Net 30 terms. If Net 30 terms are accepted by Terahash, then all payments shall be due in full thirty (30) days from the receipt of the invoice. If Client remits payment within 10 days, Client may deduct a two percent discount from their payment (2%/10 Net 30 terms.)

Terahash will accept the following payment methods for domestic orders: wire transfers; direct payment via Automated Clearing House (ACH); eCheck via Intuit QuickBooks Online; and under certain circumstances, credit cards via Intuit QuickBooks Online. Terahash will only accept wire transfers and Bitcoin for international orders.

The foregoing are the only payment terms and payment methods that will be accepted by Terahash. All payment discount offers are void if Client pays with Bitcoin or by credit card.

Any payment not made when due shall be subject to a late payment charge on the past due balance in the amount of two percent (2%) per month, or the legal maximum, whichever is less, until the outstanding balance is satisfied in full. Client shall reimburse Terahash for all costs incurred, including collection agency costs, reasonable attorney fees, and court costs incurred to collect any unpaid or disputed amounts. For the purpose of this provision,

past due balance shall include, but is not limited to, any set-offs taken by Client, refunded amounts, or failure to make timely payments.

____ **G. Electronic Business.**

Initial

Client and Terahash agree that business conducted electronically in a mutually-agreed manner will be subject to the same rights, obligations, and terms that are delineated in this Agreement.

____ **H. Title and Risk of Loss.**

Initial

Title and risk of loss for hardware Products (other than any Software and any Services work product) shall pass to the Client upon shipment from Terahash or delivery to Client's carrier. Title to Software and Services work product and all copies thereof shall remain with Terahash or the applicable licensor(s).

____ **I. Intellectual Property (IP) Rights.**

Initial

Notwithstanding anything to the contrary in this Agreement, except for the limited rights expressly provided herein, Terahash will retain all rights, title and interest (including without limitation all Intellectual Property Rights) in and to Terahash Technology.

Client shall not and shall not allow any Third-Party to: (i) decompile, disassemble or otherwise reverse-engineer the Software or other Products, or attempt to reconstruct or discover any underlying ideas, source code, algorithms, file formats, or programming interfaces by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to Terahash); (ii) distribute, sell, sublicense, rent, lease the Software; (iii) remove any product identification, proprietary, copyright or other notices in or on the Products; (iv) modify or create a derivative work of any part of the Products, or incorporate any part of the Products into or with other software or hardware, except to the extent expressly authorized in writing by Terahash; (v) copy Terahash Software onto any public or distributed network.

Terahash reserves the right to freely use any Client feedback or suggestions regarding the Products on a royalty-free basis. Terahash will not disclose Client as the source of such feedback.

____ **J. Returns.**

Initial

No Product returns are permitted, except as expressly set forth in Section O.

____ **K. Product Change/Discontinuance.**

Initial

Terahash reserves the right to alter Product offerings at any time. Terahash shall put forth all reasonable efforts to adhere to Client specifications; however, due to technological advancements and fluctuations in supplier availability, substitute conforming goods, including both new and previously-used products or parts equivalent to new in performance and reliability, may be used to ensure quality, functionality, and performance.

____ **L. Data Privacy.**

Initial

Client agrees to allow Terahash to store and use Client's contact information in connection with the business relationship between Client and Terahash, including processing of orders, support information, and providing information on new products, promotions, and events.

____ **M. Exports.**
Initial

Client agrees that Products, Support, Services work product, Terahash Technology, tools and technical data delivered to Client by Terahash may be subject to U.S. export controls or the trade laws of other countries. Client shall not, and shall not allow any Third-Party to, export or re-export any part of the Products (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Client agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

Client shall request written confirmation of Terahash's ability to fulfill orders for international destinations prior to order placement, and agrees to incur and be responsible for all applicable shipping costs, duties, and taxes.

____ **N. Resale.**
Initial

Client agrees and represents that purchases are for internal use only, and not for resale. Client warrants that it will not transfer title of Hardware Products to another party by any means for a minimum of three years from the date of invoice. Client acknowledges that Warranty, support, and Software licenses are non-transferable.

For clarity, the foregoing applies to individual purchases by Client only. Any general commercial resale shall be conducted under a separate written reseller agreement with Terahash.

____ **O. Warranty.**
Initial

____ **i. Hardware Warranty.**
Initial

Terahash warrants Hardware to be free from defects in material or workmanship, unless otherwise specified on the Order, for the duration of the Warranty period (the "**Period**") as specified on the invoice. The Period begins on the date of invoice, and your invoice is your proof of the Period start date. Client may be required to provide proof of purchase, including but not limited to invoice and product serial number, as a condition of receiving Warranty service. Client is entitled to Hardware Warranty service according to the Agreement if a repair to Hardware is required within the Period.

During the Period, Terahash will, at its discretion, repair or replace any defective Hardware component with that of functional equivalence. All component parts or Hardware removed under this Warranty become the property of Terahash. In the unlikely event that your Hardware has recurring failures, Terahash, at its sole discretion, may elect to provide you with (a) a replacement unit of Terahash's choosing that is the same or equivalent to your Hardware in performance or (b) refund the purchase price of the Hardware in lieu of a replacement. This is your exclusive remedy for defective products.

Client shall make the unit product number and serial number available when requesting Warranty service. Failure to do so may result in the Hardware being deemed out of Warranty by Terahash, and therefore any repairs will be chargeable to the Client.

Unless otherwise stated, and to the extent permitted by local law, an effective repair may be made using new Hardware, or used Hardware equivalent to new in performance and reliability. Terahash may repair or

replace Hardware with (a) new or previously used products or parts equivalent to new in performance and reliability, which may or may not be manufactured by the same manufacturer as the part it is replacing, or (b) equivalent products to an original product that has been discontinued.

An effective repair does not necessarily require the replacement of a defective part. For example, driver and BIOS updates are activities that may, in many instances, deliver an effective repair.

Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.

This subsection (i) sets forth Client's sole remedy – and Terahash's entire liability – for any breach of the hardware Warranty set forth herein.

_____ **ii. Software Warranty.**

Initial

Terahash warrants that any Terahash Software shall substantially conform to its specifications when properly installed and used on a Product for the duration of the Warranty period (the "**Period**"). The Period begins on the date of invoice, and your invoice is your proof of the Period start date. During the Period, Terahash shall provide defect-related support at no charge.

For any Third-Party Software that is included in or provided with the Products, Terahash makes no claims or warranties and has no liability whatsoever.

This section (ii) sets forth Client's sole remedy – and Terahash's entire liability – for any breach of the software Warranty set forth herein.

_____ **iii. Warranty Transfer.**

Initial

Warranties are non-transferable. Subject to Section N above, if Client transfers a Product to another end-user within the Period, the Warranty shall immediately and automatically expire.

_____ **iv. Warranty Exclusions.**

Initial

Terahash will not provide Warranty or Support for any Client whose balance has not been paid in full.

Terahash does not guarantee that the operation of the Product will be uninterrupted or error-free. This Warranty does not apply to any product that (a) has had its serial number removed, damaged, or rendered unreadable; (b) has been damaged as a result of an accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (c) has been damaged by operation outside the usage parameters stated in the user documentation that shipped with the product, including excessive heat and incorrect input voltage; (d) has been damaged by software, interfacing, parts or supplies not supplied by Terahash; (e) has been damaged due to improper site preparation or maintenance; (f) was lost or damaged in transit ; (g) was modified or serviced by anyone other than Terahash.

Terahash is not responsible for damage that occurs as a result of overclocking, overvolting, or using the product for anything other than its intended purpose.

_____ **v. Client Responsibilities.**

Initial

Client shall be required to (a) maintain a proper and adequate environment, and use the Product in accordance with the instructions furnished; (b) verify configurations, load most recent BIOS and firmware, install software patches and updates in accordance with instruction provided by Terahash, and implement

temporary procedures or workarounds provided by Terahash while Terahash works on permanent solutions; (c) make periodic backup copies of files, data, or programs on all storage devices as a precaution against possible failures, alteration, or loss; (d) remove all confidential, proprietary, or personal information from Product before returning any Product for Warranty support; (e) maintain a procedure to reconstruct your lost or altered files, data, or programs that are not dependent on the Product under Warranty support; (f) perform all additional tasks and any other actions that Terahash may reasonably request in order to best perform the Warranty support, including but not limited to providing Terahash with log files and example data to assist in troubleshooting and recreating issues, and opening a reverse SSH tunnel for Terahash to remotely access malfunctioning systems. Should Client fail to provide Terahash with resources necessary to perform Warranty support functions or fail to follow instructions provided by Terahash, then Warranty support shall be forfeited.

_____ **vi. Warranty Repair Shipment Charges.**

Initial

Warranty Repairs within Thirty (30) Days of Product Shipment: Shipment fees for the return of defective Product to Terahash, and return of repaired or replacement Product to Client, shall be borne by Terahash.

Warranty Repairs after Thirty (30) Days of Product Shipment: Client shall pay for shipment fees for the return of defective Product to Terahash. Client is responsible for insuring any Product shipped, and assumes risk of loss during shipping. Terahash shall ship repaired or replacement Product at its expense.

Warranty Repairs for Products Exported by Client: Client agrees to incur and pay all shipping costs, duties, and taxes for Products sent to Terahash for repair or replacement, including costs incurred to send repaired/replaced items back to Client. Client is responsible for insuring any Product shipped, and assumes risk of loss during shipping.

_____ **vii. No Fault Found.**

Initial

In the event that Terahash determines "no fault found" for components or Products returned to Terahash for Warranty repair or replacement, Terahash shall notify the Client of said condition and return the components or Products to the Client. Terahash shall reserve the right to invoice the Client for costs incurred for component testing, and shall return the components at Client's expense.

_____ **P. Installation and Acceptance.**

Initial

Products and replacement parts are deemed to be installable by Client, unless deemed otherwise in writing by Terahash. For Products deemed Client-installable, acceptance by Client is deemed to be the date of shipment from Terahash. For Products where installation is included in the purchase price, or Client purchases additional On-Site Services, acceptance by Client is deemed to occur upon completion of installation by Terahash. If Client schedules or delays installation for more than thirty (30) days after shipment, then Client acceptance shall be deemed to occur on the thirty-first (31st) day after shipment.

_____ **Q. On-Site Services.**

Initial

Unless otherwise mutually agreed upon in writing, Client shall assume all labor, travel, and logistics costs for On-Site Services. In order for On-Site Services to be performed, Client must (a) have a representative present when Terahash provides Warranty services at your site; (b) notify Terahash if products are being used in an environment which poses a potential health or safety hazard to Terahash employees or subcontractors; (c) provide Terahash with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by Terahash to provide timely support; (d) ensure that all manufacturer's labels (such as serial numbers) are in place, accessible, and legible; (e) maintain an environment consistent with product specifications and supported configurations; (f) ensure computer networks that are attached to Terahash Products

are operational and error-free.

_____ **R. Limitation of Liability.**

Initial

TERAHASH DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR CORRUPTED DATA. TERAHASH SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES. TERAHASH SHALL NOT BE RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. TERAHASH IS NOT RESPONSIBLE FOR THE RESTORATION OR RE-INSTALLATION OF ANY PROGRAMS OR DATA, OTHER THAN SOFTWARE INSTALLED BY TERAHASH WHEN THE PRODUCT IS MANUFACTURED. ALL THIRD-PARTY SOFTWARE, INCLUDING ALL NON-TERAHASH SOFTWARE APPLICATIONS AND PROGRAMS, OPERATING SYSTEMS, AND DRIVERS, ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL TERAHASH BE LIABLE FOR ANY THIRD-PARTY CLAIMS AGAINST THE CLIENT. CLIENT AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, TERAHASH IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. THIS LIMITATION IN LIABILITY CANNOT BE WAIVERED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED TERAHASH OF THE POSSIBILITY OF ANY SUCH DAMAGES, OR EVEN IF SUCH POSSIBILITY WERE REASONABLY FORESEEABLE. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY, NEGLIGENCE, OR DEATH.

If the product fails to work as warranted above, Terahash's maximum liability under the Warranty is expressly limited to the lesser of the price paid for the product, or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use.

Terahash's Warranty obligation extends only to products, options, and parts manufactured or distributed by Terahash. Terahash is not responsible for any interoperability or compatibility issues that may arise when (a) products, software, or options not supported by Terahash are used; (b) configurations not supported by Terahash are used; (c) parts intended for one system are installed in another system of different make or model.

This limited liability gives specific legal rights. You may also have other rights that may vary from state to state or from county to country. You are advised to consult applicable state or country laws for a full determination of rights.

_____ **S. Software.**

Initial

_____ **i. License.**

Initial

For Terahash Software: Subject to the terms and conditions of this Agreement (including, without limitation, Section I), Terahash grants Client a non-exclusive and non-transferable license to use Terahash Software provided to Client for its internal use in connection with the hardware Products only, subject to any restrictions outlined in the supplemental license terms accompanying the Terahash Software, such as, but not limited to, number of users and number of CPUs or GPUs. By installing or downloading the Terahash Software, or using the Terahash Software that has been preloaded or embedded on a system, Client agrees to be bound by the terms of this Agreement and any supplemental license terms accompanying the Terahash

Software. Further, Client agrees not to: (a) decompile, disassemble, or reverse engineer the Terahash Software (except to the extent these restrictions are limited by applicable law); (b) except as permitted in this Agreement, distribute, sell, sublicense, rent, lease or use the Terahash Software on behalf of third parties; (c) remove any proprietary notices contained in the Terahash Software; or (d) modify or create a derivative work of the Terahash Software.

For Third-Party Software: Third-Party Software is subject to the licensing terms or other allocation of Intellectual Property Rights determined by the original manufacturer. Third-Party Software may include open source software and be subject to open source software license terms. Terahash makes no Warranty and has no responsibility or liability for any Third-Party Software, but may provide support for Third-Party Software if separately agreed in writing.

____ **ii. Copying.**

Initial

Terahash authorizes Client to copy Terahash Software for archival purposes, including a backup copy for disaster recovery. Client must reproduce all copyright and other proprietary notices, and maintain a record of all copies made, which Terahash may audit upon reasonable notice and confidentiality procedures.

____ **iii. License Transfer.**

Initial

Terahash Software licenses are non-transferable.

____ **iv. License Termination.**

Initial

Terahash may terminate Client's Software License upon evidence of failure to comply with any of its terms. Upon notification, Client or transferee must return or destroy all copies of the Software and certify in writing to Terahash of Client's compliance with this obligation.

____ **v. Commercial Software Notice.**

Initial

If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor, then the Government's rights in Software and accompanying documentation are only as set out in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7204-4 (for Department of Defense acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

____ **T. Assignments and Subcontractors.**

Initial

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Any attempt to do so will be void. Notwithstanding the foregoing, Terahash may assign this Agreement without Client's consent to an affiliate or any other entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of Terahash. Terahash may use subcontractors in the performance of its obligations, in which case Terahash will remain responsible for the performance of its subcontractors.

____ **U. Agreement Termination and Modification.**

Initial

This Agreement will automatically be entered into upon the date Client places an order to Terahash, even in the absence of Client's signature on this agreement. This Agreement will have an initial term of three (3) years and will not automatically renew. Terahash may modify the terms of this Agreement prospectively by providing ninety (90) days written notice of the change and effective date; however, any changes will apply only to new orders received after the effective date.

Either party may terminate this Agreement if the other does not comply with any of its material terms, provided the other has notified the party who is not complying in writing of the material breach and given sufficient time, but not more than thirty (30) days, to remedy the breach. In addition, Terahash may terminate this Agreement effective immediately by written notice (a) upon liquidation, dissolution, merger, consolidation, or sale of substantially all of the assets of Terahash or Client, or upon any material change in the management or control, direct or indirect, of Terahash or Client, or (b) in the event that any proceedings are commenced against Terahash or Client or if Terahash or Client seeks protection under bankruptcy, insolvency, or other debtor's relief law, and such proceedings are not dismissed within sixty (60) days after the date of commencement thereof.

The following provisions will survive any expiration or termination of this Agreement: all unpaid fee obligations, Section H (Title and Risk of Loss), Section I (Intellectual Property Rights), Section M (Exports), Section N (Resale), the disclaimers and exclusions in Section O (Warranty), Section R (Limitation of Liability), all Software use restrictions and limitations in Section S (Software), and Sections T through V (Assignment and Subcontractors, Agreement Termination/Modification, Force Majeure).

V. Force Majeure.

Initial

If the performance of this Agreement, or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, including, but not limited to, acts of God, acts of civil or military authority, failure or interruption of utilities, fires, floods, earthquakes, riots, wars, sabotage, or governmental actions, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Terahash LLC	
By:	By:
Title:	Title:
Signature:	Signature:
Date:	Date: