

SILICON NETWORK GPU SERVICE AGREEMENT

Version 1.0

This GPU Service Agreement (the "Agreement") is entered into as of [DATE] ("Effective Date"), by and among:

GPU Owner: The party who owns the GPU and associated GPU NFT

and

Provider: Farm GPU, Inc. ("Provider"), a Delaware Corporation with its principal place of business at 3141 Data Dr, Rancho Cordova, CA 95670.

Each may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Provider owns and operates certain data center facility(s) including those facilities listed on Schedule A

(each, a "Data Center") and provides hosting and related services for artificial intelligence ("AI") infrastructure;

WHEREAS, GPU Owner has invested in and owns certain graphic processing units ("GPUs") and were or will be delivered to the Data Center.

WHEREAS, if so indicated on Schedule A, Provider will build graphics processing server(s) by combining GPU(s) with Provider-owned hardware and which also may also include graphic processing unit(s) owned by third party(s) (collectively, the "Equipment");

WHEREAS, Provider desires, on behalf of the GPU Owner, to host, and operate the Equipment (including deploying the Equipment into clusters or systems) in the Data Center and make the compute capacity of the Equipment available, for a fee, to Customers (collectively, the "Services"); and

WHEREAS, Provider and GPU Owner desire to share, as set forth in this Agreement, the revenue generated from the Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

"Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, controls, is controlled by, or is under common control with such entity.

"Agreement" means this GPU Service Agreement, including all exhibits and schedules attached hereto.

"Business Day" means any day other than a Saturday, Sunday, or a day on which banks located in New York City, New York are authorized or obligated to close.

"Customers" means the customers of the On-Demand Compute Platforms and the counterparties of the Direct Customer Arrangements, collectively.

"Direct Customer Arrangement" means contracts under which Provider makes the compute capacity of the Equipment available for use to the counterparty of such contracts.

"Gross Revenue" means the total amount paid by Customers for use of the Equipment before any deductions, including any amounts paid through On-Demand Compute Platforms.

"Net Revenue" means Gross Revenue less any platform, marketplace, or third-party transaction fees deducted at the point of Customer payment or remitted by the Provider.

"Revenue Share" means the percentage of Net Revenue to be paid to the GPU Owner, as specified in Schedule A.

"On-Demand Compute Platforms" means third-party platforms on which Provider makes the compute capacity of the Equipment available for use by such platform's customers, including, by example but without limitation: Runpod, Akash Network, Silicon Network, and Shadeform.

"Silicon Protocol" means the software platform developed by Berkeley Compute, Inc., a Delaware corporation ("Berkeley"), for the purpose of tokenizing and managing physical computing assets.

"Silicon Terms and Conditions" means the terms and conditions which bind each Party with respect to their use of the Silicon Protocol, as they are amended from time to time by Berkeley.

2. TOKENIZATION AND OWNERSHIP

2.1. Tokenized Representation of Ownership

The GPU Owner's legal title to the GPU is represented exclusively by a digital token ("GPU NFT") minted on the Silicon Network. This GPU NFT serves as the sole and binding representation of ownership, control, and entitlement to economic rights related to the GPU under this Agreement.

2.2. On-Chain Metadata and Custody Acknowledgment

The GPU NFT contains embedded metadata that includes identifying information regarding the GPU (including, without limitation, model, UUID, and hash of the applicable Provider contract) and designates the Provider as the physical custodian. The GPU NFT shall not be interpreted as a security or derivative instrument but, rather, as a tokenized record of equipment ownership and a mechanism for assertion of rights.

2.3. Ownership Rights

Subject to the terms of this Agreement, the GPU Owner retains all beneficial and economic ownership of the GPU, including but not limited to: (a) the right to receive economic benefits derived from its usage for the Services or otherwise; (b) the right to Redeem the GPU in accordance with this Agreement; and (c) the right to transfer the GPU NFT to a third party, as provided in this Agreement.

2.4. Platform and Protocol Integration

The GPU NFT is designed for integration with Silicon Network's protocol and software systems. All operational data, performance logs, and financial records linked to the GPU NFT will be viewable and managed via the Silicon Network software. The GPU Owner and Provider agree to use the Silicon Network as the authoritative source for determining performance history, payment claims, and contract enforcement actions related to the Services, the Equipment and the GPU NFT.

2.5. Authority of NFT Holder

The person or entity in control of the wallet address that holds the GPU NFT at a particular point in time shall be deemed the rightful GPU Owner at such particular time for all purposes under this Agreement, including, without limitation: the receipt of payments, exercise of redemption rights, and any contractual notices.

2.6. Title and Encumbrances

The GPU Owner represents that, at the time of entering into this Agreement, the GPU NFT is free from liens, pledges, or encumbrances. In the event that the NFT is used as collateral or otherwise encumbered, such encumbrance shall not bind the Provider or the Silicon Network, as the GPU NFT constitutes the exclusive and definitive record of title and associated rights. No transferee of the GPU NFT may assert claims against the GPU NFT or its economic rights based on such encumbrance unless the Provider has expressly acknowledged and agreed to such encumbrance in writing. This shall not affect the transferee's rights under this Agreement arising solely from their lawful control of the GPU NFT. This Section does not affect any obligations of the GPU Owner to notify transferees of any encumbrances separately disclosed outside of the NFT metadata.

Without limiting the foregoing, the Provider expressly acknowledges and agrees that:

(i) the Equipment is owned by the GPU Owner, as evidenced by the GPU Owner's control of the applicable GPU NFT; and

(ii) the Provider shall not challenge, dispute, or interfere with the GPU Owner's rights, including the right to Redeem or transfer the Equipment.

2.7. Legal and Regulatory Acknowledgment

The Parties acknowledge and agree that this Agreement, and the GPU NFT, are intended to represent ownership of physical computing equipment and associated rights only. Nothing in this Agreement or elsewhere shall be construed as a sale, offer or purchase of a security, and no Party shall make any representations to the contrary.

3. TITLE; LIEN-WAIVER; UCC MATTERS

3.1. Bailment and Estate Waiver

GPU Owner has the right, but not the obligation to file a Uniform Commercial Code-1 Statement ("UCC-1") in any applicable jurisdiction, to document GPU Owner's ownership of the GPUs.

(a) Bailment: Provider holds each GPU and any related Equipment (together, "Collaterals") solely as bailee for the holder of the corresponding GPU NFT ("Owner"). Title to the Collaterals is vested exclusively in Owner and shall never pass to Provider, Provider's affiliates, or any bankruptcy estate of Provider.

(b) No Estate Interest. Provider, for itself and on behalf of its present or future bankruptcy estate, irrevocably waives and disclaims any right, title, or interest (other than the possessory lien expressly granted in this Agreement for unpaid hosting fees) in the Collaterals.

3.2. Identification of Collaterals

(a) Mandatory Tagging Provider shall, within five (5) Business Days after physical receipt of any Collaterals, affix to the server chassis a tamper-evident label that displays (i) the GPU UUID, and (ii) the public NFT Token ID (or a QR code that resolves to that ID).

(b) Traceability Provider shall maintain an electronic register—hashed on-chain or in Silicon Network's dashboard—that maps each GPU's UUID to its GPU NFT Token ID and current wallet address.

3.3. Optional UCC Filings by Owners

(a) Permissive Filing Owner may, at its sole option and expense, file a precautionary UCC-1 financing statement to give public notice of its ownership. Provider shall reasonably cooperate (at no cost) with any such filing.

(b) Transfer-Triggered Termination If Owner files a UCC, Owner must (and hereby covenants to) file a UCC-3 termination (or amendment reflecting the new debtor) promptly upon any transfer of the GPU NFT.

3.4. Automatic Subordination and Authorized Termination of Stale Filings

(a) **Authorized Disposition** Each Party acknowledges that every on-chain transfer of a GPU NFT constitutes an “authorised disposition free of the security interest” within the meaning of UCC § 9-315(a)(1). Any security interest or financing statement filed by or on behalf of a prior Owner is automatically subordinated to the interests of the transferee and may be terminated as provided herein.

(b) **Irrevocable Power of Attorney.** Each Seller of a GPU NFT hereby irrevocably appoints (i) Provider, and (ii) any future holder of the GPU NFT, as its attorney-in-fact solely for the purpose of executing and filing UCC-3 termination or amendment statements needed to release or correct any financing statement relating to the Collaterals. This power is coupled with an interest and survives the Seller’s dissolution or bankruptcy.

3.5. Indemnity for Improper Filings

Seller shall indemnify and hold harmless Provider and any subsequent Owner from all losses, costs, or liabilities (including reasonable attorneys’ fees) arising out of or resulting from (i) Seller’s failure to terminate or amend any financing statement as required by this Agreement, or (ii) any claim by a secured party of record asserting an interest in the Collaterals after the NFT has been transferred.

3.6. Evidentiary Cooperation

Provider shall, upon reasonable request of Owner or any bankruptcy trustee, furnish (i) photographs of chassis labels, (ii) the electronic UUID-number register, and (iii) copies of this Agreement, to establish Owner’s title to the Collaterals.

3.7. Survival

The provisions of this Section 3 shall survive any termination or expiration of this Agreement and shall bind Provider’s successors, assigns, liquidators, and bankruptcy trustees.

4. SCOPE OF PROVIDER SERVICES

4.1. Service Relationship and Physical Custody

The Provider shall receive physical custody of the Equipment solely for the purpose of hosting, maintaining, and operating it in the Data Center to provide the Services. The Provider's role is that of a service contractor and operational agent of the GPU Owner. This Agreement does not grant the Provider any title to, or beneficial ownership in, and the Provider expressly acknowledges that the GPU Owner retains full legal and economic ownership of the Equipment.

4.2. Permitted Use

The Provider shall use the Equipment exclusively for providing the Services. The Provider shall not use the Equipment for any other purpose (including, without limitation, of self-dealing or resale), unless expressly authorized in writing by the GPU Owner.

4.3. Operational Responsibilities

As part of the Services, the Provider shall be solely responsible for: (a) installing, configuring, and maintaining the Equipment in accordance with the manufacturer specifications and the highest industry standards; (b) ensuring the Equipment remains online, cooled, powered, and connected to appropriate network infrastructure; (c) monitoring GPU health and utilization, and proactively addressing hardware failures, performance degradation, or security risks; (d) keeping the Equipment's firmware and related operating systems up to date unless otherwise directed by the GPU Owner; (e) ensuring that the Equipment is not comingled with other hardware in a way that prevents or denigrates Equipment/asset-level reporting or auditability; (f) actively monetizing the Equipment by: (i) listing the Equipment on On-Demand Compute Platforms; and (ii) entering into Direct Customer Arrangements; (iii) marketing the Equipment's availability to potential Customers; and (iv) as described in this Agreement, ensuring that Customers, or the Provider as the Customer's proxy, purchase and burn data credits using the Silicon Network to accurately reflect Customer usage and Revenue generated by the Services.

4.4. Non-Transfer and No Sublease

Except as expressly provided in this Agreement or as pre-approved, in writing, by GPU Owner, the Provider shall not sublease, transfer, pledge, or otherwise encumber the Equipment, nor assign nor delegate its rights or obligations under this Agreement to any third party (including subcontractors, vendors, consultants or agents).

4.5. Relationship Between Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the GPU Owner and the Provider. The Provider is an independent contractor, and no provision of this Agreement shall be interpreted to give the Provider any right, title, or interest in the Equipment or proceeds from the Services beyond temporary operational control as necessary for the Provider to perform the Services.

5. SERVICE LEVEL AGREEMENT

5.1. Service Level Commitments

The Provider commits to maintaining a minimum uptime of for the Equipment listed in Schedule A, calculated on a calendar monthly basis (the "Minimum Uptime"). "Uptime" means the Equipment is powered, connected to the Internet (with speed no lower than that provided on Exhibit A) and available to provide Services. Scheduled maintenance periods that have been communicated to the GPU Owner at least seventy-two (72) hours in advance shall not count against uptime calculations, provided that such scheduled maintenance does not exceed [eight (8)] hours per calendar month.

5.2. Performance Monitoring

The Provider shall implement automated monitoring systems to track and record the Equipment's uptime, utilization, and performance metrics. Such metrics shall be made available by Provider to the GPU Owner through the Silicon Network in real-time or near-real-time. The Silicon Network shall serve as the authoritative source for determining compliance with the SLA commitments.

5.3. Outage Remedies

Pre-mainnet remedy

In the event that the Provider fails to achieve the Minimum Uptime commitment in any given calendar month, the GPU Owner shall be entitled to remedies as follows: (a) for uptime below [95%] but at or above [90%]: [Additional 5%] of Revenue for such month; (b) for uptime below [90%] but at or above [80%]: [Additional 10%] of Revenue for such month; (c) for uptime below [80%]: Provider shall calculate the median earnings for all similar units (i.e. Nvidia RTX 4090) and remit this amount. Provider shall automatically calculate and apply such remedies to the Revenue Share payment for the applicable month without requiring the GPU Owner to submit a claim for such remedies.

Post-Mainnet Remedy

Following the mainnet launch of the Silicon Network, GPU Owners receive SIL rewards directly from the protocol based on Data Credits (DCs) burned per GPU per epoch. Because the protocol cannot retroactively adjust prior epoch rewards, the following forward-looking remedy applies when the Provider fails to meet the Minimum Uptime in a calendar month:

(i) Downtime Calculation:

The Provider shall calculate the difference between the actual uptime percentage for each affected GPU and the Minimum Uptime commitment (e.g., if uptime was 80% and the SLA is 95%, the downtime gap is 15%). The Provider shall convert this percentage to a number of missed epochs based on a 30-day calendar month (e.g., 15% = 4.5 days → rounded up to 5 downtime epochs). For clarity, any downtime that is excluded under Section 5.6, including downtime caused by hardware failure properly remedied under Section 12, shall not be counted toward the uptime calculation or downtime epoch totals for purposes of this Section 5.3.

(ii) Remedial Burn Calculation:

The Provider shall then calculate the median number of DCs burned per epoch during the same calendar month for GPUs of the same model (e.g., all RTX 4090s under the Provider's custody). The total Remedial DC Burn for each affected GPU shall equal:

number of downtime epochs × median DCs per epoch for similar GPUs.

(iii) Execution and Tagging:

The Provider shall complete the Remedial DC Burn within the following calendar month. Each burn must be reported in the Silicon owner dashboard for the affected GPU NFT using the Silicon Protocol's standard tagging mechanism.

(iv) Remedy Scope and Exclusivity:

These forward-looking DC burns shall increase the affected GPU's SIL earnings in future epochs on a pro rata basis. The GPU Owner acknowledges that this constitutes the sole and exclusive post-mainnet remedy for missed uptime targets, and that no direct payment or retroactive SIL issuance is required from the Provider.

(v) Transparency:

The Provider shall retain records of uptime calculations, peer median DC values, and remedial burn confirmations. These shall be made available upon reasonable request from the GPU Owner or Berkeley.

(vi) Failure to Perform Remedial DC Burn

If the Provider fails to complete the Remedial DC Burn for any affected GPU by the end of the calendar month following the month in which the uptime shortfall occurred, the Provider shall be deemed in material breach of this Agreement. The GPU Owner may, upon written notice through the Silicon Network, elect one of the following remedies:

(1) Penalty Burn Order: The GPU Owner may require the Provider to perform a Penalty DC Burn equal to twice the originally required Remedial DC Burn, to be executed and tagged within fifteen (15) days of such notice.

or

(2) Redeem Equipment for Breach: The GPU Owner may initiate Redemption of the affected GPU(s) under Section 9, with all fees waived and the Provider bearing all shipping and handling costs.

(vii) Owner Election and Finality

The GPU Owner must elect one of the two remedies described above within thirty (30) days after the Provider's missed burn deadline. Failure to do so shall constitute a waiver of further claims for that month's outage except for persistent failure under Section 5.5. If the GPU Owner elects the Redemption remedy, Provider's failure to complete the Redemption within the time specified in Section 9.3 shall be considered a material breach subject to escalation under Section 21.2.

5.4. Unplanned Outage Notification

The Provider shall notify the GPU Owner through the Silicon Network of any unplanned outage affecting the Equipment within [four (4)] hours of detection of such outage. Such notification shall include the cause of the outage (if known), the expected duration, and the steps being taken to restore service.

5.5. Persistent Failure

If the Provider fails to achieve the Minimum Uptime for [three (3) consecutive calendar months], the GPU Owner shall have the right, upon notice to Provider, to either: (a) terminate this Agreement and Redeem the Equipment at the Provider's expense including shipping and insurance cost; or (b) continue to exercise the outage remedies described in section 5.3.

5.6. Exclusions

The Provider shall not be liable for failure to meet the Minimum Uptime to the extent such failure is solely caused by: (a) a Force Majeure Event; (b) actions or omissions of the GPU Owner or any third party acting on behalf of the GPU Owner where such actions or omissions were not approved by Provider; (c) failure or malfunction of equipment, networks, or systems not controlled by the Provider; or (d) emergency maintenance required to prevent imminent harm to the Equipment or Data Center. (e) Downtime resulting from GPU hardware failure that renders the unit inoperable, provided that: (i) the Provider notifies the GPU Owner of the failure within seventy-two (72) hours via the Silicon Network; (ii) the failed GPU is replaced with an equivalent unit pursuant to Section 12.1 within ten (10) Business Days; and (iii) the replacement is documented in the Silicon Network as required by Section 12.2. Such downtime shall not count against Minimum Uptime calculations and shall not trigger any SLA remedies under Section 5.3.

6. PAYMENTS AND REVENUE SHARING

6.1. Revenue Generation

The Provider shall use its sole discretion to maximize Revenue and the Equipment's utilization rate, including, without limitation, programmatic allocation via rental platforms.

6.2. Revenue Share

As compensation for the use of the Equipment, the Provider shall pay the Revenue Share to the GPU Owner. The Revenue Share is calculated by multiplying Net Revenue times the Percent of Revenue set forth in Schedule A. For clarity, each GPU shall be treated as a standalone unit for Revenue Share purposes, and the GPU Owner's Revenue Share shall not be pooled with those of other equipment owners unless such pooling is pursuant to a separate agreement entered into by the applicable Parties.

6.3. Pre-Mainnet Payments in USDC

Prior to the public mainnet launch of the Silicon Network, the Provider shall pay the Revenue Share directly to the GPU Owner in USD Coin (“USDC”). Such payments shall be made no less frequently than once per calendar month, with the final payment for a calendar month’s Revenue Share being provided to GPU Owner no later than 30 days following the close of such calendar month. Each payment shall be accompanied by the Revenue Report (as defined herein).

6.4. Post-Mainnet Payments in SIL

Following the public mainnet launch of the Silicon Network, the Provider will not pay Revenue Share directly to the GPU Owner. Instead, the GPU Owner shall earn and claim rewards in SIL, the native token of the Silicon Network, via the smart contract–driven reward mechanism defined in the Silicon Protocol. Although the definitive workings of the Silicon Protocol are contained in the Silicon Protocol itself, the following aspects of the Silicon Protocol are included herein for convenience: (a) SIL rewards will be allocated based on compute rental time and customer data credits burned for the Equipment. (b) rewards shall be distributed in accordance with the epoch duration and reward logic specified in the Silicon Terms and Conditions at <https://www.silicon.net/terms> , as they are amended by Berkeley from time to time. (c) The Provider shall continue to report GPU utilization data to the Silicon Protocol, as required, to ensure accurate reward computation. (d) Details of the reward mechanism for owner is covered in the Silicon Litepaper at <https://www.silicon.net/litepaper/introduction> .

6.5. Token Volatility Acknowledgment

The GPU Owner acknowledges and agrees that the market value of SIL and USDC may fluctuate in relation to USD and other fiat currencies, and that the Provider makes no representations, warranties, or guarantees with respect to the price, liquidity, or future value of SIL and USDC. The GPU Owner assumes full responsibility for any market risk associated with the receipt, holding, and use of SIL and USDC tokens.

6.6. Reporting and Transparency

Each monthly USDC payment made prior to mainnet shall be accompanied by a report made available through the Silicon Network dashboard or API (each, a “Revenue Report”), which shall include: (a) Revenue; and (b) the calculated Revenue Share paid to the GPU Owner. Following mainnet launch, SIL reward activity shall be published via the Silicon Protocol's on-chain interfaces and reporting dashboards for public verification.

7. USE OF SILICON SOFTWARE

7.1. Mandatory Software Use

All Parties agree to use Berkeley's designated software tools and platforms for all operational aspects of this Agreement, including but not limited to: (a) tracking GPU health, performance, and utilization; (b) reporting and payment of Revenue and Revenue Share payments (except as

provided in Section 5.3 of this Agreement); (c) maintaining and updating GPU metadata; and (e) coordinating dispute resolution and/or Redemption processes. The Parties acknowledge that together with this Agreement, the Silicon Network serves as the authoritative system of record, and that the Silicon Protocol is the authoritative process for all Equipment-related operational data and contractual interactions.

7.2. Software Access and Authentication

The Provider shall ensure the GPU Owner has appropriate access to the Silicon Network to view performance metrics, Revenue and Revenue Share data, and other relevant information pertaining to the Equipment. The GPU Owner agrees to abide by Silicon Network's terms of service and user agreements when accessing such software. Authentication to the Silicon Network shall be secured using industry-standard techniques, which may include but are not limited to cryptographic wallet signatures, multi-factor authentication, and API keys.

7.3. Data Integration and Reporting Requirements

The Provider shall maintain appropriate technical integrations between its operational systems and the Silicon Network to ensure timely and accurate reporting of all data related to the subject matter of this Agreement. Such integrations shall include, at a minimum: (a) real-time or near-real-time reporting of GPU operational status and performance metrics; (b) daily reporting of downtime, and maintenance events; and (d) periodic submission of data center environmental conditions and security status.

7.4. Data Retention and Auditability

All data transmitted to or processed by the Silicon Protocol shall be retained by Provider during the Term of this Agreement and [one (1)] year thereafter. This data shall be maintained in a format that enables audit trails, dispute resolution, and historical performance analysis.

7.5. Software Updates and Maintenance

GPU Owner and Provider acknowledge that Berkeley may periodically update the Silicon Network and Silicon Protocol. GPU Owner and Provider agree to promptly adopt any critical security procedures and software updates and to implement non-critical security procedures and software updates within a reasonable timeframe.

8. RECOVERY OF GPU NFT IN THE EVENT OF LOSS OR COMPROMISE

The Parties acknowledge that a GPU NFT represents the sole and exclusive evidence of ownership of the corresponding GPU under this Agreement. Loss of access to the GPU NFT—whether due to forgotten credentials, theft, compromise, or other causes—may prevent a GPU Owner from accessing rewards or exercising rights under this Agreement.

To address such situations, Provider and the Berkeley may, at their sole discretion, develop and publish procedures for the verification, invalidation, and potential reissuance of GPU NFTs through a future recovery or governance mechanism. Any such procedure shall be subject to

independent verification, minimum security thresholds, and possible waiting periods, and may require cooperation by the original wallet holder, including submission of documentation or legal attestation.

Neither the Provider nor Berkeley makes any guarantee of NFT recovery or replacement. However, the Parties agree that reasonable steps will be taken in good faith to consider future recovery paths for legitimate cases of loss or theft, and that such recovery, if supported, will be implemented through the Silicon Network and not through obligations of the Provider under this Agreement.

The GPU Owner acknowledges and accepts the risk of key loss, theft, or technical compromise associated with holding digital assets, and agrees to maintain appropriate security practices.

9. REDEMPTION OF PHYSICAL GPU

9.1. Redemption Right

The GPU Owner shall have the right to receive physical possession of the GPU represented by the GPU NFT or an equivalent replacement unit no older than 12 months age by surrendering the corresponding GPU NFT to the Provider.

9.2. Redemption Notice

To exercise this Redemption right, the GPU Owner shall provide written notice to the Provider through the Silicon Network, specifying the UUID of the GPU, the requested delivery method, ship date, ship-to location, type/nature/amount of insurance desired for the shipment, if a delivery signature is required, and billing instructions for the freight and insurance charges (each, a “Redemption Notice”). The Redemption Notice must be provided at least 60 days prior to such requested ship date. Provider may require that the GPU Owner pre-pay (prior to shipment) Provider for freight and insurance charges.

9.3. Delivery Window

Upon receipt of such Redemption Notice, the Provider shall ship the GPU in accordance with the instructions on the Redemption Notice. If Provider does not effect such shipment in accordance with such instructions, then such failure shall constitute a material breach of this Agreement.

9.4. Shipping and Handling

The GPU Owner shall be responsible for all shipping, handling, and insurance costs associated with the Redemption. The Provider shall package the GPU in accordance with best industry practices to minimize the risk of damage during transit. The Provider is not responsible for losses in transit, and recommends that the GPU Owner insure the shipment against such loss.

9.5. Condition of Equipment

The Provider shall not be responsible for any damage occurring during transit if the GPU was properly packaged.

9.6. NFT Burn

Upon Provider's delivery of the GPU to the GPU Owner's nominated shipper, (a) Provider shall provide the Silicon Protocol with the tracking number and/or waybill number, and (b) the Provider will burn or otherwise permanently deactivate the associated GPU NFT to reflect that such GPU is no longer covered by this Agreement (except that the Provider is still obligated to pay GPU Owner for Revenue Share generated by such GPU prior to its Redemption).

9.7. Early termination by owner

The GPU Owner may, at any time and without cause, terminate this Agreement by initiating the Redemption process pursuant to Section 8 and providing at least thirty (30) days' written notice to the Provider through the Silicon Network. In such case, the following terms apply:

(a) Scope of Return: The Provider shall return either the original GPU or a functionally equivalent replacement unit of the same model and performance class, with an approximate age no older than 12 months from the original deployment date. The GPU shall be returned in good working condition, but shall exclude any shared components of the host server or chassis, including CPU(s), memory, storage, networking hardware, power supply units, and chassis frame.

(b) Early Termination Fee: The GPU Owner shall pay a non-refundable Early Termination Fee equal to a percent of the original purchase price of the GPU, as listed in Schedule A. This fee shall be paid in full prior to shipment or pickup of the Equipment.

(c) Shipping and Insurance: The GPU Owner is responsible for all shipping, handling, and insurance costs related to the return. The Provider shall deliver the GPU within sixty (60) days following both: (i) receipt of the Early Termination Fee and (ii) confirmation of shipping and insurance arrangements.

(d) No Refund or Residual Rights: The GPU Owner acknowledges that early termination under this Section does not entitle them to any refund of the original GPU purchase price, nor to any claim on the residual or liquidation value of the GPU, unless otherwise agreed in a separate GPU Purchase Agreement.

10. TRANSFERABILITY OF NFT AND RIGHTS

10.1. Unrestricted Transfer

The GPU Owner may transfer the GPU NFT to any third party at any time, subject only to the restrictions set forth in this Section 10. The transfer of the GPU NFT shall automatically transfer all rights and obligations of the GPU Owner under this Agreement to the new holder.

10.2. Transfer Mechanism

All transfers of the GPU NFT must be executed through the Silicon Network. Subject to this Section 9, such transfer is considered complete and effective upon confirmation of the transaction on the blockchain.

10.3. Transferee Compliance

Any transfer of the GPU NFT is subject to the condition that (X) the transferee: (a) is not subject to sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC); (b) is not located in a jurisdiction where such transfer would violate applicable law; and (d) agrees to be bound by the terms of this Agreement; and (Y) such transfer is not permitted by applicable law. (e) By accepting transfer of the GPU NFT on-chain, the transferee shall be deemed to have read, acknowledged, and agreed to the terms of this Agreement, which shall bind the transferee as GPU Owner.

10.4. Provider Notification

The Silicon Network shall maintain a system to automatically inform the Provider of the date and time of any transfer of the GPU NFT. The Provider shall promptly update its records accordingly and recognize the new holder as the GPU Owner, as of such date and time, for all purposes under this Agreement.

10.5. 10.5. Transfer Representations and Assumption of Risk.

Each transferring GPU Owner ("Transferor") represents and warrants to the transferee GPU Owner ("Transferee") and to Provider that: (a) the Transferor has full legal right and authority to transfer the GPU NFT; (b) the GPU NFT is free from undisclosed liens, claims, or encumbrances; and (c) the Transferor has not otherwise assigned or transferred rights in the underlying GPU to any other person.

The Transferee acknowledges and agrees that, except as expressly provided in this Agreement, the GPU NFT is transferred "AS IS" and "AS AVAILABLE," without any representations or warranties of performance, revenue history, or condition of the physical GPU. The Provider makes no representations as to the transfer terms, valuation, or suitability of any GPU or NFT transfer. All risks associated with acquiring or accepting the GPU NFT, including potential disputes with third parties, shall be borne solely by the Transferee.

10.6. 10.6. Optional Transfer Documentation.

While not required to complete a valid on-chain transfer, the Parties acknowledge that Transferor and Transferee may choose to execute a separate Transfer Agreement (which may include representations, warranties, disclosures, or indemnities) governing the commercial terms of the sale or transfer of the GPU NFT. The Silicon Network shall not be responsible for enforcing such off-chain agreements, but any material terms or disputes arising thereunder may be submitted to arbitration under Section 22.9.

10.7. 10.7. Provider Indemnity and Transfer Risk Allocation.

The GPU Owner (whether Transferor or Transferee) agrees to indemnify and hold harmless the Provider from any liability, claims, or losses arising from: (a) disputes between prior and current GPU Owners regarding ownership, payment, encumbrances, or historical use; or (b) incomplete or disputed off-chain transfer agreements.

The Provider may, in its sole discretion, temporarily suspend Services for the affected GPU if a transfer dispute arises, pending resolution through arbitration or legal process.

11. INSURANCE AND RISK OF LOSS

11.1. Provider Insurance Obligations

The Provider shall, at its own expense, obtain and maintain throughout the Term commercial insurance coverage sufficient to cover the replacement cost of the Equipment in the event of loss or damage. Such insurance shall include at least: (a) commercial property insurance covering physical damage to or loss of the Equipment; (b) business interruption insurance; and (c) general liability insurance.

11.2. Proof of Insurance

The Provider shall provide certificates of insurance to the GPU Owner upon request, demonstrating compliance with the insurance requirements set forth in this section.

11.3. Risk of Loss

The Provider shall bear the risk of loss, damage, or destruction of the Equipment while under its physical control, except and only to the extent of an uninsured loss, damage, or destruction which is caused by a Force Majeure Event. If all or any portion of the Equipment is lost, stolen, or damaged beyond repair while under the Provider's control, the Provider shall, at Provider's option: (a) promptly notify the GPU Owner through the Silicon Network; (b) replace such Equipment with equivalent model(s) of similar age and condition; or (c) through the Silicon Network, reimburse the GPU Owner and Server Owner for the fair market value of their Equipment immediately prior to the time of loss.

12. HARDWARE SUBSTITUTION POLICY

12.1. Replacement of Failed Equipment

In the event that a GPU fails or becomes inoperable during the Term, the Provider may, at its option, replace such failed GPU with an equivalent replacement subject to the following conditions: (a) the replacement GPU must be of the same model and performance class as the original; (b) the replacement GPU must be in good working condition; and (c) the Provider must document the replacement in the Silicon Network, including the new UUID and any relevant metadata.

12.2. Transfer of Terms

Upon substitution of a GPU pursuant to Section 12.1, (a) all terms and conditions of this Agreement shall apply to the replacement GPU as if it were the original Equipment, and (b) the Silicon Network will update the GPU NFT to reflect the new UUID and other identifying information.

12.3. Owner Notification

The Provider shall promptly notify the GPU Owner and Server Owner of any hardware substitution, including the reason for replacement and the specifications of the replacement GPU and/or other Equipment. The GPU Owner and Server Owner shall have the right to reject proposed replacement(s) only if the replacements are not reasonably similar in technical and economic performance; rejection shall trigger redemption rights and process in Section 8.

13. END-OF-LIFE AND DECOMMISSIONING

The GPU shall have an end of life date included in the metadata of the associated GPU NFT to indicate the remaining life in the service agreement with the provider. Upon the EOL date, a decommissioning process is initiated as laid out in section 13.1. Provider may also initiate the EOL process following a determination as laid out in section **Error! Reference source not found..**

13.1. Decommissioning Process

At the EOL date of the GPU as indicated in the metadata of the GPU NFT, the following shall govern the decommissioning process. The Provider shall notify the GPU Owner and the Server Owner through the Silicon Network that the GPU has reached the EOL date. The following scenarios apply:

- (i) Owner extension option: If the GPU owner is also the owner of all GPUs in the specific server in which the GPU resides, the owner has the option to request a 12-month extension on the EOL. If the provider agrees, the EOL date shall be extended by 365 days, after which time the owner may request an additional extension. If provider does not agree to extend, the below scenarios shall apply.
- (ii) Owner Redemption: If the owner owns all GPUs in the server, and the owner extension option is not exercised, or the owner does not own all GPUs in the server, Owner may redeem their GPU, which triggers the redemption process described in section 8. If, within thirty days after receipt of the EOL notice, the GPU Owner has not provided, through the Silicon Network, a Redemption Notice to Provider, the such non-notifying Owner is deemed to consent to liquidation instead of Redemption. Equipment not subject to a Redemption Notice shall be marketed and sold by Provider through commercially reasonable channels to maximize the value of proceeds from such sale.

- (iii) Liquidation: Owner may opt for liquidation of their GPU, which triggers the liquidation process described in section 13.2.
- (iv) Provider Economic Hardship Exit Option: Notwithstanding the EOL date set forth in the GPU NFT metadata, the Provider may initiate the decommissioning process for a GPU prior to its scheduled EOL if the following conditions are met: (a) The GPU has generated less than in Net Revenue listed in Schedule A for three (3) consecutive calendar months (the “Economic Threshold”); (b) The Provider reasonably determines, in good faith, that continued hosting of the GPU would result in sustained financial loss, taking into account power costs, platform fees, and operational overhead; and (c) The Provider submits written notice of early decommissioning to the GPU Owner through the Silicon Network, including (i) a summary of revenue and cost data supporting the hardship claim, and (ii) the proposed effective decommissioning date, which shall be no less than sixty (60) days from the date of notice. Upon delivery of such notice, the GPU Owner shall have thirty (30) days to elect, via the Silicon Network, to: 1) Redeem the affected GPU(s) in accordance with Section 9 (all Early Termination Fees shall be waived); or 2) Decline redemption, in which case the GPU(s) shall be liquidated pursuant to Section 13.3 at the end of the thirty-day notice period. If the GPU Owner fails to respond within fifteen (15) days, the GPU Owner shall be deemed to have elected liquidation. The Provider shall not owe any further performance obligation with respect to the affected GPU(s) following such liquidation.

13.2. Liquidation

When a GPU moves from decommissioning into liquidation instead of redemption, the following governs the process: Provider shall contract an arms-length liquidation entity or attempt to liquidate at fair market value to recoup the best residual value possible. Any non-redeemed GPUs shall be liquidated along with the associated server components. The liquidated sum shall be shared pro rata between the GPU owners in the server unit after first a) paying out Provider for reasonable third party costs and expenses incurred in connection with such liquidation, b) and to first pay the Provider the Decommissioning Fee listed in Schedule A of the total liquidation amount.

14. DISASTER RECOVERY AND FORCE MAJEURE

14.1. Disaster Recovery Plan

The Provider shall maintain a comprehensive disaster recovery plan that addresses potential disruptions to the operation of the Equipment, including but not limited to power outages, network failures, natural disasters, cyber attacks, ransomware, and other security incidents. This plan shall: (a) be reviewed and updated by Provider at least annually; (b) include procedures for emergency response, data backup, and service restoration; (c) specify recovery time objectives (RTOs) and recovery point objectives (RPOs) for critical systems; (d) outline communication

protocols for notifying the GPU Owner and other stakeholders of incidents; and (e) be tested by Provider through periodic drills or simulations at least once per calendar year. The Provider shall provide a summary of this plan to the GPU Owner upon request and shall notify the GPU Owner of any material changes to the plan within [thirty (30)] days after such change.

14.2. Redundancy and Backup Systems

The Provider shall implement and maintain reasonable redundancy measures to minimize service disruptions, including: (a) redundant power sources with automatic failover capabilities, such as uninterruptible power supplies (UPS) and backup generators with on-site fuel sources; (b) multiple network connectivity paths from different providers; (c) appropriate environmental controls with monitoring and alerting systems; and (d) security systems, including physical access controls and cybersecurity measures.

14.3. Force Majeure Suspension

A “Force Majeure Event” means any circumstance beyond a Party’ s reasonable control that prevents or materially delays performance under this Agreement (excluding payment obligations). Such events include, but are not limited to: acts of God, war, terrorism, natural disasters, pandemics, power grid failures, cyberattacks, and labor strikes.

In the event of a Force Majeure Event, the affected Party’ s performance obligations shall be suspended to the extent and for the duration of the Force Majeure Event, provided that the affected Party:

- (a) notifies the other Parties through the Silicon Network of the nature and expected duration of the Force Majeure Event within seventy-two (72) hours of becoming aware of its occurrence;
- (b) provides regular updates on the status and expected impact of the event on performance obligations;
- (c) uses commercially reasonable efforts to mitigate the effects of the Force Majeure Event;
- (d) documents all mitigation efforts and provides such documentation to the other Parties upon request; and
- (e) resumes performance as soon as reasonably possible after the Force Majeure Event ends.

Notwithstanding the foregoing, if the Force Majeure Event results in the loss, damage, or destruction of the Equipment, the Provider shall not be liable for such loss or damage to the extent that:

- (i) the loss is not covered by the Provider’ s commercial insurance policies; and
- (ii) the Provider had implemented and maintained reasonable safeguards and recovery measures in accordance with best industry standards prior to the occurrence of the Force Majeure Event.

14.4. Allocation of Resources During Force Majeure

If a Force Majeure Event affects the Provider's ability to operate multiple equipment units, including the Equipment covered by this Agreement, the Provider shall allocate available resources (such as power, cooling, and network capacity) on a fair and non-discriminatory basis, without favoring the Provider's own equipment or that of other customers over the Equipment covered by this Agreement.

14.5. Extended Force Majeure

If a Force Majeure Event prevents the Provider from delivering the Services for a continuous period of more than ninety (90) calendar days, then either the GPU Owner or the Provider may terminate this Agreement upon written notice to the other Party. Upon such termination, the GPU Owner may elect to either:

- (a) Redeem the affected Equipment in accordance with Section 9; or
- (b) if the Equipment has been lost, damaged, or destroyed due to the Force Majeure Event, receive compensation in accordance with the terms below.

In cases where the Equipment was damaged or destroyed as a result of the Force Majeure Event, the Provider shall:

- (i) document the condition of the Equipment with photographs and/or technical assessments;
- (ii) promptly initiate and cooperate with all applicable insurance claims; and
- (iii) at the GPU Owner's option, either:

(A) return the damaged Equipment in its current condition (if still in Provider's possession),
or

(B) compensate the GPU Owner based on the fair market value of the Equipment immediately prior to the Force Majeure Event.

Any insurance proceeds received with respect to such Equipment shall be applied first toward repair or replacement of the Equipment. Any excess proceeds shall be distributed to the GPU Owner and Server Owner in accordance with their ownership interests.

14.6. Insurance Proceeds

Any insurance proceeds received for the Equipment shall be used first to repair or replace the Equipment, with any excess proceeds shared between Provider and Owner based on the revenue share terms.

15. AUDIT AND TRANSPARENCY

15.1. Record Keeping

The Provider shall maintain accurate records of all activities related to the Equipment, including but not limited to: (a) usage and performance metrics; (b) revenue generation and allocation; (c) maintenance and servicing activities; and (d) any incidents affecting the operation of the Equipment.

15.2. Dashboard Access

The Provider shall ensure that the Owner has continuous access to a dashboard or reporting interface that displays real-time or near-real-time information about the Equipment's performance, usage, and revenue generation.

15.3. Silicon Audit Rights

The Parties acknowledge that Berkeley reserves the right to audit Providers participating in the Silicon Network to ensure compliance with Silicon Network's and Silicon Protocol's policies and to maintain system integrity. The Provider agrees to cooperate, at its own expense, with any reasonable audit request from Berkeley relating to the Equipment or this Agreement.

16. TAXES

16.1. Tax Responsibility

Each Party shall be solely responsible for determining, reporting, and paying all taxes applicable to its activities and income under this Agreement, including any taxes on Revenue Share receipts or SIL token rewards. Such taxes include, but are not limited to, income taxes, capital gains taxes, value-added taxes, sales taxes, and any other applicable taxes imposed by any governmental authority.

16.2. Tax Classification of Relationship

The Parties acknowledge and agree that this Agreement creates a service and revenue-sharing relationship, not a partnership, joint venture, or employer-employee relationship for tax purposes. No Party shall take any position inconsistent with this classification on any tax return or in any tax proceeding. Prior to mainnet, while Provider is making USDC payments to Provider, Provider may be obligated to issue a 1099 to Owner depending on jurisdiction of owner and provider. After mainnet, Owner solely earns SIL rewards from on-chain smart contracts in the Silicon Protocol, not from Provider.

16.3. Tax Reporting and Documentation

Prior to mainnet and while Provider is remitting USDC to Owner, the Provider may issue appropriate tax documentation (e.g., Form 1099 in the United States or equivalent documentation in other jurisdictions) to the GPU Owner and Server Owner as required by applicable law. The Owner agrees to provide the Provider with accurate tax information, including applicable tax

identification numbers, within [thirty (30)] days of the Effective Date and to promptly notify the Provider of any changes to such information.

16.4. VAT and Sales Taxes

If any value-added tax, goods and services tax, sales tax, or similar tax is applicable to payments made under this Agreement, the Provider shall include such tax on invoices to the GPU Owner and Server Owner in accordance with applicable law. The GPU Owner and Server Owner shall be responsible for paying such taxes in addition to the amounts otherwise due to Provider under this Agreement, or as a reduction to amounts receivable from Provider, unless an exemption applies and the GPU Owner or Server Owner provides valid exemption documentation.

16.5. Tax on Digital Assets

The GPU Owner and Server Owner acknowledge that the tax treatment of digital assets, including the GPU NFT and SIL tokens, is evolving and may vary by jurisdiction. The tax consequences of minting, holding, transferring, or redeeming the GPU NFT, or of receiving, holding, or transferring SIL tokens, may result in tax liabilities for the GPU Owner and Server Owner. The GPU Owner and Server Owner are solely responsible for determining and satisfying such tax obligations.

16.6. No Tax Advice

Neither the Provider nor Berkeley shall be responsible for providing tax advice to the GPU Owner or Server Owner regarding the tax treatment of any transaction related to this Agreement including, without limitation: Revenue Share payments, SIL token rewards, or any other aspect of this Agreement. Each Party is advised to consult with its own tax advisors. Any tax information provided in the Silicon Network documentation, Silicon Protocol, or elsewhere is for informational purposes only and may not be relied upon as tax advice.

16.7. Tax Indemnification

Provider shall indemnify and hold harmless the other Parties from and against any and all taxes, penalties, interest, and expenses arising from or related to Provider's failure to comply with its tax obligations under this Agreement, except to the extent such failure results from the other Parties' failure to comply with their obligations under this Agreement.

17. ONBOARDING, KYC and KYB

17.1. Owner Onboarding Requirements

Prior to receiving any Revenue Share payments or SIL rewards, the GPU Owner and Server Owner must complete Provider's onboarding and know-your-customer process ("KYC"), or know-your-business ("KYB") which may include: (a) providing personal or entity identification information, including government-issued photo identification for individuals or formation documents for entities; (b) confirming beneficial ownership through appropriate documentation and attestations; (c) completing any required anti-money laundering ("AML") screening; (d)

providing proof of address and/or jurisdiction of incorporation; (e) completing a source of funds declaration for substantial investments; (f) providing banking or digital wallet information for payment processing; and (g) any other information which Provider reasonably requests in connection with KYC. The GPU Owner and Server Owner acknowledge that failure to complete these requirements to Provider's satisfaction may result in the withholding of payments until such compliance is achieved.

17.2. Provider Onboarding and Verification

The Provider must complete Berkeley's provider verification process, which may include: (a) business entity verification, including proof of legal existence and good standing; (b) background checks on key executives and operational personnel; (c) data center facility documentation and verification, which may include virtual or physical inspections; (d) technical integration capability assessment; (e) Security protocol verification; and (f) confirmation of appropriate insurance coverage as required by Section 10 of this Agreement. Silicon reserves the right to deny or revoke Provider status based on the results of this one-time and/or ongoing verification process.

17.3. Timeliness of Onboarding

All Parties agree to complete their respective onboarding processes in Section 17.1 and 17.2 of this Agreement within [thirty (30)] days of the Effective Date. If any Party fails to complete the onboarding process within this timeframe, the other Parties may terminate this Agreement without penalty by providing written notice to such other Parties.

17.4. Ongoing Compliance Obligations

Both Parties acknowledge that KYC and AML requirements may change over time due to regulatory developments, and agree to (a) promptly comply with any reasonable updates to Silicon's onboarding; (b) submit to periodic re-verification, which shall not occur more frequently than once per calendar year unless required by law or due to material changes in a Party's circumstances; (c) notify Berkeley of any material changes to the information provided during the onboarding process within five (5) days of such change; and (d) cooperate with any investigations or inquiries related to KYC or AML compliance.

17.5. Privacy and Data Protection

Provider shall handle all personal information collected during the onboarding process in accordance with its privacy policy and applicable data protection laws. The Parties acknowledge that certain of this information may be shared with the Provider, GPU Owner, Server Owner, and/or relevant regulatory authorities as necessary for compliance purposes.

17.6. Sanctions Compliance

All Parties represent and warrant that they are not subject to sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the European Union, the

United Nations, nor any other relevant sanctions authority. Each Party shall implement appropriate screening procedures to ensure ongoing compliance with applicable sanctions programs throughout the Term.

17.7. Rejection or Termination Based on Compliance Concerns

Provider reserves the right, in its sole and absolute discretion, to reject or terminate a Party's participation in the Silicon Protocol if such Party: (a) fails to provide requested information necessary for KYC or AML compliance; (b) provides false or misleading information during the onboarding process; (c) is or becomes subject to sanctions or is determined by Provider to present an unacceptable risk of money laundering or other financial crime; or (d) engages in activities that could damage Provider's reputation or expose Provider to legal or regulatory risk. In the event of termination of Silicon Network participation based on such compliance concerns, the Provider shall cooperate with the Redemption or transfer of the Equipment. Termination under the terms of this subsection shall trigger the liquidation process and obligations listed in section 13.2.

18. ASSIGNMENT AND DELEGATION

18.1. Owner Assignment

The GPU Owner may freely assign its rights and obligations under this Agreement by transferring the GPU NFT in accordance Section 10 of this Agreement.

19. WARRANTIES AND COMPLIANCE

19.1. Mutual Representations and Warranties

Each Party represents and warrants to the other that, as of the Effective Date and throughout the Term: (a) if it is not a natural person, it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and has complied in all material respects with applicable laws in connection with its corporate existence and operations; (b) it has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other organizational action; and (d) this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally and general principles of equity.

19.2. Provider Representations and Warranties

The Provider further represents and warrants that: (a) it has and shall maintain the personnel, infrastructure, technical expertise, and operational capacity to provide the Services in accordance with this Agreement and best applicable industry standards; (b) the Data Center and surrounding infrastructure used to house the Equipment constitute a commercially reasonable and secure environment, with appropriate protections for power, climate control, physical and digital

security, and network reliability; (c) it is not a party to any agreement or subject to any order, judgment, or decree that would conflict with, restrict, or impair its ability to perform its obligations under this Agreement; (d) it shall comply with all applicable laws and regulations, including environmental, cybersecurity, export control, and data center operational requirements applicable to the performance of its obligations under this Agreement; and (e) it shall not knowingly use the Equipment in a manner that would violate applicable law, including any law or regulation administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).

19.3. Owner Representations and Warranties

GPU Owner further represent and warrants that: (a) it has good, valid, and legal title to the GPU and Non-GPU Equipment (respectively), and the GPU and Non-GPU Equipment (respectively) is free from all liens, claims, encumbrances, and security interests, except as disclosed and acknowledged by the Provider in writing; (b) it has full authority to make available the GPU and Non-GPU Equipment (respectively) to this Agreement for use by the Provider in accordance with the terms hereof; (c) the GPU Owner is the rightful holder of the GPU NFT representing ownership of the GPU, and such tokenization is sufficient to establish legal ownership for purposes of this Agreement; (d) it is not subject to any legal prohibition or sanction that would prevent it from entering into or performing this Agreement, including applicable trade restrictions, anti-money laundering laws, or OFAC sanctions; and (e) it shall comply with all applicable tax reporting and legal obligations arising from the receipt of consideration under this Agreement, and acknowledges that neither the Provider, Berkeley nor Silicon Network is responsible for tax withholding or tax advice.

19.4. Survival of Warranties

The representations and warranties set forth in this Section shall survive the execution and delivery of this Agreement and shall remain in full force and effect throughout the Term.

20. INDEMNIFICATION AND LIABILITY

20.1. Indemnification by Provider

The Provider shall indemnify, defend, and hold harmless the GPU Owner, Berkeley and their Affiliates, and their respective officers, directors, employees, and agents (collectively, the "Owner Indemnitees") from and against any and all third-party claims, suits, actions, demands, liabilities, losses, damages, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) the Provider's breach of any representation, warranty, or covenant under this Agreement; (b) the gross negligence, fraud, or willful misconduct of the Provider or its subcontractors in the performance of its obligations under this Agreement; or (c) any claim that the Provider's operation or use of the Data Center, or its integration of third-party tools or software into the Silicon Network, infringes any intellectual property rights of a third party.

20.2. Indemnification by GPU Owner

The GPU Owner shall indemnify, defend, and hold harmless the Provider and its Affiliates, and their respective officers, directors, employees, and agents (collectively, the "Provider Indemnitees") from and against any and all third-party claims, suits, actions, demands, liabilities, losses, damages, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to: (a) the GPU Owner's breach of any representation, warranty, or covenant under this Agreement; (b) the gross negligence, fraud, or willful misconduct of the GPU Owner in connection with its rights or activities under this Agreement; or (c) any claim relating to the transfer, collateralization, or ownership dispute involving the GPU NFT, except where such claim results from the Provider's unauthorized action, misconduct or gross negligence.

20.3. Indemnification Procedure

The party seeking indemnification (the "Indemnified Party") shall provide prompt written notice to the Party from whom indemnification is sought (the "Indemnifying Party") upon becoming aware of any claim subject to indemnification under this Agreement; provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its indemnification obligations except to the extent it has been materially prejudiced by such failure. The Indemnifying Party shall have the right, at its sole cost and expense, to assume the defense of the claim with counsel reasonably acceptable to the Indemnified Party. The Indemnified Party may participate in such defense at its own expense. The Indemnifying Party shall not settle any claim that imposes any non-monetary obligations or admissions of fault or liability on the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense and resolution of any such claim.

20.4. Limitation of Liability

Except for liability arising from a party's indemnification obligations, gross negligence, fraud, or willful misconduct, neither party shall be liable to the other for any indirect, incidental, special, exemplary, or consequential damages, including without limitation lost profits, lost revenue, or business interruption, even if advised of the possibility of such damages.

20.5. Liability Cap

Except for liability arising from a party's indemnification obligations, gross negligence, fraud, or willful misconduct, the total aggregate liability of either party under this agreement shall be limited to the amount of revenue share paid or payable to the owner under this agreement in the one year period immediately preceding the event giving rise to such claim.

21. TERM AND TERMINATION

21.1. Initial Term

This Agreement shall commence on the date that the GPU Owner first takes custody of the corresponding GPU NFT and shall remain in full force and effect until the End-of-Life (“EOL”) term as indicated in the metadata of the GPU NFT, unless earlier terminated in accordance with this Agreement. For clarity, the EOL date shall be determined solely by the EOL metadata attribute embedded in the GPU NFT and viewable on the Silicon Network. The Parties acknowledge and agree that this Agreement is a standardized services agreement and that the EOL term recorded in the NFT metadata governs the term for all purposes, without the need for individualized agreement amendments or signatures.

21.2. Termination for Breach or Regulatory Cause

The GPU Owner or Provider may terminate this Agreement immediately upon written notice if such other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach. Either of these Parties may also terminate this Agreement immediately if the other of these Parties (a) fails to pass Berkeley's KYC requirements; (b) is found to be in violation of applicable sanctions or regulations; or (c) uses the GPU NFT in a manner inconsistent with the policies of Berkeley, Silicon Network or Silicon Protocol.

21.3. Effect of Termination

Upon termination of this Agreement for any reason: (a) all Revenue Share earned by the GPU Owner through the termination date shall be promptly paid or settled; (b) the Equipment shall either be redeemed or liquidated pursuant to this Agreement; (c) all metadata and operational records associated with the GPU NFT shall be updated via Silicon Network to reflect such termination status; and (d) all rights and obligations under this Agreement shall cease, except those that expressly survive termination.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. Entire Agreement

This Agreement, including all Schedules and any incorporated protocols or documents referenced herein (including the Silicon Protocol), constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, understandings, or communications, whether written or oral, regarding such subject matter. In the event of contradiction between this Agreement and the GPU Purchase Agreement, this Agreement shall prevail.

22.2. Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument executed by the applicable Parties through the Silicon Network. Communications through the

platform shall be deemed “written instruments.” No course of conduct or usage of trade shall be used to amend the terms of this Agreement.

22.3. Waiver

No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any waiver be effective unless in writing and signed by the Party against whom enforcement is sought. Any waiver shall apply only to the specific instance and shall not operate as a continuing waiver.

22.4. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and such invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.

22.5. Assignment

No Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that any Party may assign this Agreement without such consent to (a) its Affiliate, or (b) a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets related to the subject matter of this Agreement. Any assignment in violation of this Section 21.5 shall be null and void.

22.6. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. In the case of a transfer of the GPU NFT to a new GPU Owner, the rights and obligations under this Agreement shall automatically transfer to such new GPU Owner, as provided in this Agreement.

22.7. Notices

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (a) when delivered personally; (b) five (5) business days after being mailed by certified mail, return receipt requested; (c) one (1) business day after being sent by nationally recognized overnight courier; or (d) upon non-automated confirmation of receipt if sent by electronic mail. (e) delivered with the Silicon Network dashboard

22.8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State listed in the Schedule A, without regard to its conflict of laws provisions.

22.9. Dispute Resolution and Arbitration

Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved as follows: (a) the Parties shall first attempt in good faith to resolve the dispute through informal negotiations between their respective executives; (b) if the dispute is not resolved through informal negotiations within thirty (30) days, either Party may submit the dispute to binding arbitration before a single arbitrator in accordance with the rules of JAMS ; (c) the arbitration shall be conducted by a single arbitrator in the city and state listed in schedule A; (d) the arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction; and (e) each Party shall bear its own costs and expenses in connection with the arbitration, except that the arbitrator may award costs and attorneys' fees to the substantially prevailing Party. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

22.10. Independent Contractors

The Parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, fiduciary relationship, or agency relationship between them. Neither Party shall have any authority to bind the other without prior written consent.

22.11. Counterparts and Execution

This Agreement may be executed in counterparts (including by electronic signature or scanned copy), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that execution via digital signature, including through the Silicon Network or associated onboarding flow, shall constitute valid and binding execution. Electronic signatures shall be deemed original signatures for all purposes.

23. CONFIDENTIALITY

23.1. Confidentiality Obligations

Each Party (the "Receiving Party") agrees to maintain in strict confidence and not to disclose to any third party, without the prior written consent of the other Party (the "Disclosing Party"), any Confidential Information disclosed to it in connection with this Agreement, except as required by applicable law or legal process. The Receiving Party shall use the same degree of care (but in no event less than a reasonable degree of care) to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of like kind.

23.2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all non-public, proprietary, or confidential information, in any form, whether written, oral, digital, or otherwise, that is disclosed by one Party to the other and is either marked or identified as confidential, or that the Receiving Party should reasonably understand to be confidential under the circumstances. Confidential Information includes, without limitation, business plans, financial

information, technical data, trade secrets, source code, system design, customer or vendor identities, marketing strategies, operating procedures, or other sensitive commercial or technical information.

23.3. Exclusions

Confidential Information shall not include any information that the Receiving Party can demonstrate by written records or other competent evidence: (a) was or becomes publicly known through no fault or breach of this Agreement by the Receiving Party; (b) was rightfully in the Receiving Party's possession without restriction prior to disclosure by the Disclosing Party; (c) is rightfully disclosed to the Receiving Party by a third party not subject to a duty of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

23.4. Compelled Disclosure

If the Receiving Party is required by law, regulation, or valid legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice (to the extent legally permitted) so that the Disclosing Party may seek a protective order or other appropriate remedy. If such remedy is not obtained, the Receiving Party may disclose only that portion of the Confidential Information legally required to be disclosed and shall use reasonable efforts to ensure the information is treated as confidential by the recipient.

23.5. Return or Destruction of Information

Upon termination or expiration of this Agreement, or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including all copies and derivatives thereof, and certify such return or destruction in writing, except where retention is required by applicable law or standard data backup policies.

23.6. Survival

The following provisions shall survive the termination or expiration of this Agreement for any reason: Sections 1 (Definitions), 2 (Tokenization and Ownership), 3 (Title; Lien-Waiver; UCC Matters), 6.5 (Token Volatility Acknowledgment), 7.4 (Data Retention and Auditability), 9 (Redemption of Physical GPU), 10 (Transferability of NFT and Rights), 11 (Insurance and Risk of Loss), 12 (Hardware Substitution Policy), 13 (End-of-Life and Decommissioning), 15 (Audit and Transparency), 16 (Taxes), 20 (Indemnification and Liability), 22 (Governing Law and Dispute Resolution), and 23 (Confidentiality).

24. SCHEDULE A

- Revenue Share: 50% Provider, 50% Owner
- Location of data centers
 - 3141 Data Dr, Rancho Cordova, CA 95670
 - 2999 Gold Canal Dr, Rancho Cordova, CA 95670
 - 3223 Kenneth St, Santa Clara, CA 95054
- Minimum uptime: 95%
- Early termination fee: 37% of original purchase price, paid up front prior to liquidation or redemption. Refer to section 9 for early termination terms.
- Provider decommissioning fee: 10% of total liquidation value referred to in section 13.2
- Provider Economic Hardship Exit Option: Per section 13.1(iv), net revenue floor is calculated based on under 20% utilization per calendar month.
- Governing law: Delaware, USA
- Location of dispute resolution: Delaware, USA for binding arbitration.