

This End-User License Agreement (the “Agreement”) is a legally binding agreement that governs the use of the Software. By downloading, copying, installing, or otherwise using all or any portion of the Software, or authorizing others to take any of the preceding actions on Your behalf, You accept and agree to all the terms and conditions set out in this Agreement, as they may be amended from time to time.

If You do not agree with any of the terms and conditions of this Agreement, You may not use the Software and You must delete or destroy all copies of the Software in Your possession or control.

I. Definitions

- a) “Agreement” means this End User License Agreement, including any future changes or amendments.
- b) “MARA Tech” refers to MARA Tech, Inc., a Delaware corporation with an address of 101 NE 3rd Avenue, Suite 1200, Fort Lauderdale, Florida 33301.
- c) “MARA Tech’s Website” shall mean <https://www.mara.com/firmware>.
- d) “Software” means (i) MARA Tech’s custom developed firmware for digital asset mining devices available via download from MARA Tech’s Website or otherwise acquired by You or provided to You, and (ii) any Updates.
- e) “Updates” means any upgrades, updates, patches, hotfixes and additions and modified or additional versions that replace or supplement the original version of the Software, including additions to or removal of any particular features or functionality offered by the Software or may replace it entirely, unless MARA Tech states that such updates are not included under the license granted hereunder or this Agreement and are instead licensed separately under different terms. The content, features, functionality and availability of Updates, if any, as well as their frequency are in MARA Tech’s sole and absolute discretion.
- f) “You” and “Your” means any individual or legal entity copying, installing or otherwise using all or any portion of the Software.

II. Proprietary Rights

MARA Tech represents that it has all the rights to the Software necessary to grant You a limited license to use the Software and to fulfill any other obligations hereunder.

You agree unconditionally that MARA Tech owns all legal rights, title and interest in and to the Software, including all intellectual property rights, and except for the License provided herein, no other rights or permissions to the Software is granted.

The trademarks, service marks, and logos used and displayed on the Software are MARA Tech’s or its subsidiaries’ or affiliates’ registered and unregistered trademarks. MARA Tech is the copyright owner or authorized licensee of all text and all graphics contained on the Software. All trademarks and service marks of MARA Tech that may be referred to on the software or the webpage it is downloaded from are the property of MARA Tech. Other parties’ trademarks and service marks that may be referred to on such webpage are the property of their respective owners. Nothing on such webpage or in this License should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of MARA Tech’s trademarks or service marks. Neither the name “MARA Tech” nor any of MARA Tech’s other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the webpage, the Software or otherwise, except that a third party website that desires to link to the webpage and that complies with the requirements of the Referral Participation Agreement (or other written, signed agreement between said third party and MARA Tech) may use the name “MARA Tech” in or as part of that URL link.

MARA Tech aggressively enforces its intellectual property rights.

III. Scope

Subject to Your continuous compliance with this Agreement and payment of the License Fee, MARA Tech grants You a non-exclusive, non-transferable, non-sublicensable and freely revocable license to (i) download and install the Software on Your compatible digital asset mining device, as identified on MARA Tech's Website, and (ii) use the Software (in object form only) solely for the purpose of operating the specified digital asset mining device in such configurations as designed for or expressly permitted by MARA Tech (the "License").

The Software may cause Your device to connect to the Internet, may require activation or registration and may require download of Updates.

MARA Tech does not provide You any access or right to source code to the Software under this Agreement.

IV. Eligibility to Use

This Agreement is a legally binding agreement between You and MARA Tech. You may use the Software only if You can form a binding contract. Therefore, You affirm that You are (i) more than 18 years of age, (ii) not prohibited from entering or using the Software under any applicable laws, (iii) understand the risks associated with using the Software, and (iv) are fully able and competent to enter into this Agreement and to abide by and comply with the terms and conditions herein.

You are not allowed to access or use the Software if You are located in, incorporated or otherwise established in, or a resident of:

- a) Any state, country or other jurisdiction that is embargoed by the United States of America ("United States");
- b) A jurisdiction where it would be illegal according to applicable law for You (by reason of Your nationality, domicile, citizenship, residence or otherwise) to access or use the Software; or
- c) Where the publication or availability of the Software is prohibited or contrary to local law or regulation, or could subject any member of MARA Tech to any local registration or licensing requirements (each, a "Restricted Jurisdiction").

You represent and warrant that you are not located in, or under the control of, and that they will not export, re-export, or transfer the Software or any of its outputs to, either directly or indirectly, any Restricted Jurisdiction, and that You do not have any affiliation, relationship or establishment with any individuals or entities located in any Restricted Jurisdiction.

In registering for and using the Software, You agree to: (i) provide true, accurate, current and complete information about Yourself on any registration form required (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If You provide any information that is untrue, inaccurate, not current or incomplete, or MARA Tech has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or that You are accessing the Software from any Restricted Jurisdiction, MARA Tech has the right to suspend or terminate your License and refuse any and all current or future use of the Software immediately. Further, if at any point MARA Tech deems Your use of the Software to be associated with any illicit activity, MARA Tech will take the appropriate measures to restrict Your ability to use the Software immediately and report suspicious activity to the appropriate authority as required by law.

MARA Tech may, in its sole discretion, implement controls to restrict access to the Software in any of the Restricted Jurisdictions.

You acknowledge that You are solely entitled to use the Software on Your digital asset mining device. If the Software is used on any third -party devices on behalf of any third party, You must be authorized to accept the terms and conditions of this Agreement on behalf of such third party, so that the third party

becomes a party to this Agreement. You acknowledge that You are liable for any breach of this Agreement by such third party.

You acknowledge that installation and use of the Software on Your digital asset mining device may void certain warranties provided to You by the manufacturer of Your digital asset mining device or breach compliance with other financial, insurance, or other contracts You may have with other counterparties. In any case, MARA Tech shall not be liable for any use of the Software that may lead to costs associated with voided warranties or breach of contract with Your other counterparties.

You acknowledge that Your use of the Software is at Your sole risk and that MARA Tech shall not be liable for any damage or malfunction to Your machines and their components or to any related infrastructure used in conjunction with Your machines.

Certain functions of the Software may require an active and stable connection to the Internet in order to function. It is Your responsibility to ensure that You have at all times an active and stable Internet connection in order to properly use the Software.

You acknowledge that the Software may transmit certain information from Your digital asset mining device (such as frequencies of chips, readings from temperature sensors, fan speed etc.) to MARA Tech. MARA Tech will use the information solely for statistical analysis and improvements of the Software.

You and MARA Tech may enter into one or more Commercial Terms (the “Commercial Terms”) in addition to this Agreement. The Commercial Term may set forth certain additional commercial terms under this Agreement. The Commercial Terms shall be deemed to be a valid and binding part of this Agreement.

V. Prohibited Uses

Under the License You are not entitled to and shall not:

- a) copy, reproduce, distribute, republish, upload, post or transmit, or otherwise commercially exploit, the Software in whole or in part in any way;
- b) modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software;
- c) modify or remove, or attempt to modify or remove, the License Fee, or otherwise interfere with or circumvent any functions necessary to assign computing power or calculate the License Fee;
- d) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software, in whole or in part;
- e) attack or attempt to undermine the security, integrity, authentication or intended operation of the Software;
- f) modify or create, or attempt to modify or create, derivative works based upon the Software;
- g) use the Software to create a competitive offering or to create other software, products or technologies;
- h) use the Software or any of its outputs, either directly or indirectly, (i) in any manner that violates any applicable law or regulation, including but not limited to any United States sanctions or trade restrictions, (ii) for any purposes that involves or relates to any country or region that is subject to sanctions or trade restrictions imposed by the United States; (iii) to perform or aid in Your ability to perform any activity that: (x) involves proceeds from any illegal or unlawful activity (including activities relating to digital asset tumblers, darknet markets, money laundering or terrorism financing); or (y) publishes, distributes or disseminates any illegal or unlawful material or information;

- i) use the Software to perform or aid in Your ability to perform any activity that: (i) involves proceeds from any illegal or unlawful activity (including activities relating to digital asset tumblers, darknet markets, money laundering or terrorism financing); (ii) publishes, distributes or disseminates any illegal or unlawful material or information; or (iii) otherwise violates, or could violate, any applicable laws; or
- j) use the Software other than permitted under this Agreement.

MARA Tech may terminate this Agreement and block Your access to the Software if it becomes aware of any violation of these Prohibited Uses.

VI. License Fee

In consideration of the granting of the License, You acknowledge and agree that You will be charged a fee (the “License Fee”) calculated as a percentage of Your digital asset mining device’s total hashrate. Unless otherwise agreed upon between You and MARA Tech in the Commercial Terms, the License Fee shall be as stated on the Website, which may change from time to time at MARA Tech’s sole discretion.

- a) The percentage of computing power shall be provided to MARA Tech at all times when the digital asset mining device and its computing power are being used, regardless of the purpose for which they are used. You acknowledge that embedded features of the Software enable the Software to automatically assign the amount of computing power corresponding to the License Fee to perform processing operations designated and sent to You by MARA Tech.
- b) The percentage of computing power that shall be provided to MARA Tech as the License Fee hereunder shall be: for retail customers, visibly indicated on MARA Tech’s Website or for enterprise customers, provided to You by MARA Tech. MARA Tech may at its sole discretion change or amend its fee percentage at any time and for any reason. For the purposes of this Agreement, retail customers shall mean any customers having installed the Software on up to and including .5 MW and enterprise customers shall mean any customers having installed the Software on more than .5 MW.
- c) The License Fee will be automatically deducted during the operation of Your device(s) and all amounts received during this process are non-refundable.
- d) You acknowledge that due to the nature of the computing power produced by mining devices, it is not technically feasible to divide each discrete unit of computing power (i.e., valid shares) in order to exactly allocate the computing power based on the License Fee percentage. As such, You acknowledge that there may be time periods where the amount of computing power allocated to MARA Tech may be more or less than expected based on the License Fee percentage. If You determine that there has been an inaccuracy in the calculation of computing power or your License Fee, within three (3) months of any such License Fee You may contact MARA Tech and provide evidence of the inaccurate License Fee. If Your calculation is determined to be correct, MARA Tech will issue You a credit rebate equal to the value of the excess computing power received by MARA Tech.

You must ensure that You, and anyone representing You, comply with our ordering and reporting requirements in effect from time-to-time, which may include providing us with written reports on Your use of the Software in the format, for the Period and within the timelines as specified by us. To permit MARA Tech to confirm compliance with this Agreement and the law, while this Agreement remains in effect and for a period of two (2) years thereafter, You must keep accurate records including records about: (i) the use of the Software; and (ii) compliance with the obligations of this Agreement. MARA Tech and/or MARA Tech’s auditors may inspect, both while this Agreement remains in effect and for a period of two (2) years thereafter, such records from time-to-time. Any such audits shall be conducted during regular business hours and shall not interfere unreasonably with Your normal activities. If an audit reveals that You have not complied with the obligations of this Agreement, You may be required to pay MARA Tech’s reasonable costs of conducting the audit.

Notwithstanding the above, receipt of the License Fee in an alternative form or manner may be accepted by MARA Tech at MARA Tech's discretion and with the execution of a written agreement.

VII. Modification

MARA Tech may, at any time, in its sole discretion:

- a) Change or amend this Agreement by posting the updated Agreement on MARA Tech's Website
- b) Change or stop providing the Software or any features of the Software, either to You or to users generally, or create usage limits for the Software;
- c) Change the License Fee by posting an update on MARA Tech's Website.

You agree that MARA Tech has no obligation to notify You of such changes or amendments and will not be liable to You or to any third party for any modification or discontinuation of the Software or any part thereof.

You should review this Agreement and MARA Tech's Website regularly; any use of the Software after the Software, the License or the Agreement have been modified will constitute Your agreement to such change(s) (the date of the most recent revision to this Agreement appears at the end of this Agreement). If You do not agree to any portion of the revised Software, License or Agreement, You should not access or otherwise use the Software.

VIII. Term and Termination

This Agreement and the License commence as of the earlier of You downloading, copying, installing, or otherwise using all or any portion of the Software and shall continue until terminated in accordance with the terms of this Agreement.

MARA Tech may temporarily or permanently suspend or terminate the Agreement, the License and Your access to the Software without liability to You:

- a) for any reason or without a reason by a notice with a notice period of three (3) days; or
- b) without prior notice if You fail to comply with any term or condition of this Agreement.

Upon termination of this Agreement and the License, You acknowledge and agree that You must immediately cease use of the Software and that some or all of the Software may cease to operate without prior notice. If you unlawfully use the Software after the termination of the License and this Agreement, MARA Tech will not have any obligation to refund or compensate You for any License Fee accrued and paid related to such use.

Any termination of the License or Your use of the Software, whether initiated by You or by MARA Tech, will not affect any of Your or MARA Tech's rights and obligations under this Agreement that have arisen before the effective date of such termination. And You agree that MARA Tech will not be liable to You or to any third party for any suspension or termination of the Software or the License.

IX. Disclaimers; Limitation of Liability; Indemnification

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SOFTWARE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MARA TECH AND OUR SUPPLIERS, PARTNERS, LICENSORS, DEALERS, REPRESENTATIVES, ASSOCIATES OR AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES,

SHAREHOLDERS, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "COMPANY PARTIES") DO NOT WARRANT AND EXPRESSLY DISCLAIM THAT (I) THE SOFTWARE WILL MEET YOUR REQUIREMENTS, (II) THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE, (III) THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, (IV) THAT THE SOFTWARE IS ERROR-FREE OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED OR (V) THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

None of the Company Parties will have any responsibilities or liability with respect to the following: (i) the Software could be impacted by one or more regulatory inquiries or actions, which could prevent or limit MARA Tech's ability to continue to develop or provide the Software, or for you to use the Software, or (ii) MARA Tech refusal to update the Software to address, mitigate, or remediate any security or other vulnerabilities in the Software.

MARA Tech makes no representation or warranty that content or materials in the Software are appropriate or available for use in jurisdictions outside the United States.

LIMITATION OF LIABILITY. MARA TECH'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SOFTWARE SHALL BE THE CANCELLATION OF YOUR USE. IN NO EVENT WILL MARA TECH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, DAMAGE OR MALFUNCTION OF MACHINE OR OTHER RELATED INFRASTRUCTURE, LOST BUSINESS OPPORTUNITY, ARISING FROM YOUR USE OF THE SOFTWARE OR FOR ANY CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SOFTWARE UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

If the warranties and liabilities disclaimers above are found void or invalid or otherwise unenforceable, you agree that total liability of MARA Tech is limited to the monetary value of the total amount of computing power received by MARA Tech from you in the period of one (1) month immediately preceding the event or circumstance giving rise to such liability.

Indemnification. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by an applicable law. YOU THEREFORE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY PARTIES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO LAWYER'S FEES AND DISBURSEMENTS) ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE SOFTWARE; (II) YOUR VIOLATION OF ANY TERM OF THIS AGREEMENT; (III) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS; (IV) YOUR VIOLATION OF ANY APPLICABLE LAWS; (V) YOUR WILLFUL MISCONDUCT; OR (VI) ANY OTHER PARTY'S ACCESS AND USE OF THE SOFTWARE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE. YOU WILL CO-OPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM.

X. Communication and Support

You acknowledge that MARA Tech is under no legal or fiduciary obligation to provide any services to You in connection with the Software or otherwise. If, however, some activities and/or services are necessary for the Software to function and MARA Tech in its sole discretion performs such activities and/or services or other Software-related activities and/or services for You, You acknowledge and agree that MARA Tech is under no legal obligation to continue with the performance thereof in the future.

XI. Governing Law

Regardless of where You live or where You use the Software, this Agreement will be governed by, and construed in accordance with, the laws and regulations of the State of New York without giving effect to any choice or conflict of law provision or rule. You irrevocably submit to the exclusive jurisdiction of the New York courts in any such suit, action, or proceeding. You agree You will not have any right to offset

any fees or other amounts payable to us against any amounts owed to or claimed by You. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New York.

Should You violate or threaten to violate intellectual property rights of MARA Tech in any manner, MARA Tech may seek an injunction or other relief as may be appropriate to preserve all of MARA Tech's rights in any court of its choice. You consent to exclusive jurisdiction and venue of such courts.

XII. Privacy Policy

MARA Tech is committed to protecting the security and confidentiality of information about You. MARA Tech will not disclose any information to third parties about You, except in the situations described below:

- a) to persons authorized by Applicable Law in the course of their official duties;
- b) to comply with a government agency or court order, such as a lawful subpoena;
- c) to MARA Tech employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- d) if You give MARA Tech written permission (including by email).

A complete copy of MARA Tech's Privacy Policy is available [here](#).

XIII. Notices

Notifications or questions about the terms of the Agreement shall be communicated via MARA Tech's Website.

You agree to immediately notify MARA Tech if You become aware of any pending or threatened action, claim, investigation, suit, litigation, complaint or other proceeding by or against MARA Tech or affecting the License or the right by MARA Tech to grant the License hereunder and agree to provide such information and cooperation to MARA Tech as may be reasonably requested by MARA Tech.

XIV. Miscellaneous

- a) **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, that portion shall be construed or replaced by MARA Tech with a legal, valid, enforceable clause, consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining provisions shall be unaffected and shall remain in full force and effect.
- b) **No Waiver.** MARA Tech's failure to assert any right or provision under this Agreement shall not constitute a waiver of such part. MARA Tech shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by MARA Tech. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- c) **Entire Agreement.** This Agreement is the entire agreement between You and MARA Tech with respect to your use of the Software and supersedes any and all prior communications and prior agreements, whether written or oral, between you and MARA Tech regarding the Software.
- d) **Assignment.** You may not assign or transfer any of your rights or obligations assumed under this Agreement or in any other way related hereto without our prior written consent, which may be withheld at our sole and absolute discretion. This Agreement shall inure to the benefit of and shall be binding on and enforceable against you and us and your and our respective successors, personal representatives and permitted assigns.

- e) Survival. All the provisions of this Agreement that by their nature extend beyond the termination of mutual legal relationship, including but not limited to dispute resolution and applicable law clauses, shall survive the termination of the mutual legal relationship.
- f) Interpretation. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trust, unincorporated organizations, governmental bodies and other legal or business entities.
- g) Language. You agree that the English language will be the language of the Agreement and all documents in connection thereto, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations.

EFFECTIVE AS OF: January 1, 2024
LAST UPDATED: January 1, 2024