UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

December 11, 2023
Date of Report (date of earliest event reported)

Greenidge Generation Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-40808**	**86-1746728**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

135 Rennell Drive, 3rd Floor
Fairfield, CT 06890
(Address of principal executive offices and zip code)

(203) 718-5960
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value $.0001	GREE	NASDAQ Global Select Market
8.50% Senior Notes due 2026	GREEL	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 12b-2 of the Exchange Act.

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 – Entry into a Material Definitive Agreement

On December 11, 2023, Greenidge Generation Holdings Inc. ("**Greenidge**" or the "**Company**") entered into a master services agreement (the "**MSA**") with Infinite Reality, Inc. ("**Infinite Reality**"), a private company engaged in the business of developing immersive experiences for clients in digital content creation, distribution and commercialization, and audience and community engagement. Pursuant to the MSA, Greenidge will deliver or cause to be delivered to Infinite Reality and/or Infinite Reality's clients access to graphics processing units ("**GPUs**") and other data center services (collectively, the "**Services**") based upon orders submitted by Infinite Reality to Greenidge from time to time (the "**Orders**") during the term of the MSA, which is four (4) years, subject to a one-time option by Infinite Reality to extend the term for an additional four (4) years. Under the MSA, Greenidge will have the exclusive right to provide the Services to Infinite Reality subject to Greenidge's continuing compliance with certain performance covenants in the MSA. The MSA also provides that the parties will engage in good faith, commercially reasonable discussions to explore the development, construction, and operation by Greenidge of a data center utilizing GPUs on terms and conditions to be negotiated and mutually agreed upon by the parties (the "**New Data Center**").

In addition to payments to be received by the Company pursuant to the MSA in connection with providing Services from time to time, simultaneously upon the execution and delivery of the MSA, (i) Greenidge and Infinite Reality have also entered into an equity exchange agreement pursuant to which the parties will exchange shares of common stock in one another (the "**Equity Exchange Agreement**"), (ii) Greenidge issued to Infinite Reality a one-year common stock purchase warrant (the "**Greenidge Warrant**") to purchase shares of the Company's Class A common stock, par value $0.0001 per share (the "**Greenidge Common Stock**"), and (iii) Infinite Realty issued to Greenidge a one-year common stock purchase warrant (the "**Infinite Reality Warrant**") pursuant to which the Company has the right to purchase shares of common stock of Infinite Reality, par value $0.001 per share (the "**Infinite Reality Common Stock**").
Upon the entering into of the Equity Exchange Agreement, (i) the Company shall issue to Infinite Reality 180,000 shares of Greenidge Common Stock, which shares will not be registered, and for purposes of the Equity Exchange Agreement, are valued at $8.33 per share, or an aggregate value of approximately $1.5 million, and (ii) Infinite Reality shall issue to the Company 280,374 shares of Infinite Reality Common Stock having an aggregate value of approximately $1.5 million based on a current valuation of Infinite Reality of $2.5 billion.

The Greenidge Warrant is exercisable at any time and from time to time by Infinite Reality for up to 180,000 shares of Greenidge Common Stock during the one-year term of the warrant at an exercise price of $7.00 per share, provided, however, that the Company is obligated to use all of the proceeds from the exercise of the Greenidge Warrant to fund the development of the New Data Center. The Infinite Reality Warrant is exercisable at any time and from time to time by Greenidge for up to 235,754 Infinite Reality Shares during the one -year term of the warrant at an exercise price of $5.35 per share, the proceeds of which are to be used for general working capital purposes.

The foregoing descriptions of the MSA, the Equity Exchange Agreement, the Greenidge Warrant and the Infinite Reality Warrant do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2, 10.3, and 10.4, respectively, which are incorporated by reference herein.

Item 3.02 – Unregistered Sale of Equity Securities

The information contained above in Item 1.01 is incorporated by reference into this Item 3.02.

The shares of Greenidge Common Stock to be issued under the Equity Exchange Agreement and that may be issued pursuant to the exercise of the Greenidge Warrant are being offered and sold in a transaction exempt from registration under the Securities Act, in reliance on Section 4(a)(2) of the Securities Act. Infinite Reality has represented to the Company in the Equity Exchange Agreement and in the Greenidge Warrant that it is an "accredited investor," as defined in Rule 501(a) of Regulation D under the Securities Act and is acquiring such shares under the Exchange Agreement for investment purposes only and not with a view towards the public sale or distribution thereof in violation of applicable U.S. federal securities laws or applicable state securities laws.

Item 9.01 - Financial Statements and Exhibits

(d) The following exhibits are being filed herewith:

Exhibit No.	Description
10.1	Master Services Agreement, dated December 11, 2023, by and between Greenidge Generation Holdings Inc., a Delaware corporation, and Infinite Reality, Inc., a Delaware corporation.
10.2	Equity Exchange Agreement, dated December 11, 2023, by and between Greenidge Generation Holdings Inc., a Delaware corporation, and Infinite Reality, Inc., a Delaware corporation.
10.3	Common Stock Purchase Warrant, dated December 11, 2023, issued by Greenidge Generation Holdings Inc., a Delaware corporation, to Infinite Reality, Inc., a Delaware corporation.
10.4	Common Stock Purchase Warrant, dated December 11, 2023, issued by Infinite Reality, Inc., a Delaware corporation, to Greenidge Generation Holdings Inc., a Delaware corporation.
99.1	Press Release dated December 12, 2023 issued by Greenidge Generation Holdings Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized on this 12th day of December, 2023.

Greenidge Generation Holdings Inc.

By:	/s/ Christian Mulvihill
Name:	**Christian Mulvihill**
Title:	**Chief Financial Officer**

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), effective as of December 11, 2023 ("**Effective Date**"), is entered into by and between Greenidge Generation Holdings Inc., a Delaware corporation ("**Greenidge**"), and Infinite Reality, Inc., a Delaware corporation ("**IR,**" and together with Greenidge, the "**Parties**," and each of the, a "**Party**").

WHEREAS, IR is in the business of developing immersive experiences for clients in digital content creation, distribution and commercialization and audience and community engagement and desires to receive the Services (as defined below) from Greenidge for its own account and that of its clients (each, an "**IR Client**," and collectively, the "**IR Clients**"); and

WHEREAS, Greenidge desires to deliver the Services to IR and/or the IR Clients, all pursuant to the terms and conditions set forth in this Agreement and each applicable Order (as defined below).

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

1. **Agreement Structure**.

(a) This Agreement sets forth the general terms and conditions applicable to the performance of Services by Greenidge or one or more of its Affiliates (as defined below) for IR and/or IR Clients, all pursuant to orders mutually executed and delivered by the Parties (each order as mutually agreed and executed, an "**Order**"). Each Order reflects a separate agreement between Greenidge and IR and is deemed to incorporate all the provisions of this Agreement; *provided that*, for any given Order, in the event that any conflict, inconsistency or ambiguity is created by incorporation of a term of this Agreement into such Order, the terms set forth in such Order (without giving effect to such term of this Agreement) shall control and govern.

2. **Orders**.

(a) It is expressly understood and agreed that the Parties' expectation is that each Order will substantially be in the form attached hereto as **Exhibit A**, with such specific modifications (including additions, deletions and supplements) as to which the Parties expressly mutually agree (each Party in its sole discretion).

(b) It is further expressly understood and agreed for each Order and prior to execution by either Party of such Order (each in its sole discretion), they will each use their respective good faith, commercially reasonable efforts to mutually agree upon the following terms applicable to such Order, including:

(i) the identity of the third party provider or providers of data center services (each, a "**Third Party Provider**") the services of which Greenidge will procure to deliver the Services under such Order and which Third Party Provider(s) are acceptable to IR;

(ii) the calendar day on which delivery of the Services under such Order are to be commenced (the "**Commencement Date**");

(iii) the calendar day on which delivery of the Services under such Order are to be ceased (the "**End Date**");

(iv) each IR Client, if any, to which Services are to be delivered;

(v) the specific required GPU and data center services for such IR Client and IR, respectively and as applicable, including software, RAM, number of

CPU cores, storage capacity, and type and number of GPUs to be provided (the "**Minimum Performance Metrics**") to (A) each IR Client, and (B) IR, all as applicable to such Order;

(vi) the maximum rate per hour of virtualized instance of compute and/or other maximum dollar amounts that will be payable for each of the Services to be performed under such Order for IR or an IR Client or such other dollar amount that will represent a maximum on the aggregate Service Fees payable in respect of such Services (the "**Maximum Services Fees**") so long as no subsequent revisions are made to the applicable Order (including adding Services or changes to the Minimum Performance Metrics);

(vii) the amount to be paid by IR as a deposit applicable to such Order (the "**Deposit**");

(viii) the date by which Invoices (as defined below) for such Order must be delivered by Greenidge to IR (the "**Invoice Delivery Deadline**");

(ix) the date by which amounts payable by IR under each Invoice for such Order are due (the "**Payment Deadline**"); and

(x) such other and/or additional terms as the Parties may mutually agree to be specified in such Order.

(c) Greenidge agrees that, for any Order, it shall provide IR and IR Clients the most favorable rates charges to its other customers and, for any given Order, in no event shall such rates exceed the competitive market rates specified in such Order (such Order's "**Competitive Market Rates**").

3. **Services; Service Standards**.

(a) Services. From and after the Effective Date, for each Order executed during the Term (as defined below), Greenidge will deliver, or cause to be delivered, to IR and/or the IR Clients (as applicable and specified in such Order) access to graphics processing units ("**GPUs**") and other data center services on the terms specified in such Order (collectively, the "**Services**").

(b) Service Standards. Greenidge represents, covenants and agrees that it shall provide the Services hereunder in a high quality and professional manner (which, at minimum, shall conform to prevailing industry standard and industry best practices applicable to such Services at the time of delivery), and shall at all times perform all Services and handle all IR and IR Client data provided hereunder or to which it may have access hereunder in compliance with all applicable laws, statutes and regulations, including, for the avoidance of doubt, all applicable data protection and data security legislation. In the event that IR becomes aware of any events, facts or conditions that IR in good faith and reasonably believes constitute a breach of the foregoing by Greenidge (each a "**Potential Standards Breach**"), IR shall deliver written notice of such Potential Standards Breach to Greenidge, describing such Potential Standards Breach in reasonable detail, and Greenidge shall use commercially reasonable efforts to cure or otherwise remedy such Potential Standards Breach. If Greenidge shall fail to so cure or otherwise remedy such Potential Standards Breach, as determined by IR in its good faith discretion (an "**Uncured Standards Breach**"), then IR shall have the right to immediately terminate any outstanding Orders with respect to which there exists an Uncured Standards Breach.

4. **Payments; Deposit**.

(a) Unless otherwise specified in the applicable Order, IR agrees to pay, or cause to be paid, to Greenidge all amounts due and payable under each Invoice (as defined below) in accordance with the payment terms specified in such Order, including for the avoidance of doubt, the deadline by which amounts under each Invoice are due and payable (the "**Payment Deadline**").

(b) IR further agrees that, for each Order, and prior to Greenidge being required to deliver Services thereunder, IR will pay, or cause to be paid, the Deposit specified in such Order. Such Deposit, when paid, shall be deemed to be a prepayment on account of the Services to be delivered under such Order and shall be applied by Greenidge as a prepayment against all amounts due from IR on the applicable Invoice.

(c) All payments required to be made hereunder or under any Order to Greenidge shall be made by wire transfer in immediately available funds to an account specified to IR in writing by Greenidge.

5. **Invoices**.

(a) For each calendar month during which any Services are delivered (each such month, a "**Service Month**"), Greenidge shall deliver to IR an invoice (each, an "**Invoice**") by not later than the Invoice Deadline specified in the applicable Order.

(b) Each Invoice shall set forth, for the applicable Service Month:

(i) the aggregate gross amount due and payable by IR on account of Services delivered during such Service Month (such gross amount, the "**Service Fees**"), detailing the portion of such Service Fee Amount that represents (A) the IR Service Fee (as defined in **Schedule 1**), if any, and (B) IR Client Service Fee (as defined in **Schedule 1**), if any;

(ii) the amount of the Deposit previously paid by IR in respect of the Services delivered during such Service Month, reflected as a credit against the Services Fees for such Service Month;

(iii) the Profit Share Amount (as defined in **Schedule 1**), if any, to be credited to IR for such Service Month in accordance with **Schedule 1**; and

(iv) the final net amount, after applying each of the foregoing amounts, due and payable by IR, for such Service Month.

(c) For the avoidance of doubt, the aggregate Service Fees payable for any given Order (whether billed on one or across multiple Invoices) shall not exceed the Maximum Service Fees, if any, specified in such Order.

(d) Each Invoice delivered to IR shall be accompanied by an accounting of each item of Internal Cost and Out of Pocket Cost included in such Invoice, including a reasonable description of each.

6. **Disputed Invoices**.

(a) From and after delivery of an Invoice to IR, IR shall have the right to dispute any specific item or items set forth in such Invoice by delivering to Greenidge a notice in writing (each such notice, a "**Dispute Notice**") identifying the specific item or items (including amounts) being disputed (each such item, a "**Disputed Item**," and the Invoice being disputed, a "**Disputed Invoice**") and providing in reasonably sufficient detail the basis for such dispute, by not later than the date that is the Payment Deadline for such Invoice (the period of time from delivery to IR of an Invoice through to the Payment Deadline being, the "**Dispute Period**"). For any given Invoice, if a Dispute Notice is not delivered to Greenidge by the expiration of the Dispute Period, all items and amounts set forth in such Invoice shall be deemed to be final and binding on IR.

(b) If a Dispute Notice is delivered to Greenidge for an Invoice before the expiration of the Dispute Period (the actual date of such delivery, the "**Dispute Notice Delivery Date**"), then:

(i) during the ten (10)-Business Day period immediately following such Dispute Notice Delivery Date (such period, or such longer period as the Parties shall mutually agree in writing (each in its sole discretion), the "**Mutual Resolution Period**"), each Party shall use its commercially reasonably, good faith efforts to mutually resolve the Disputed Items before the expiration of such Mutual Resolution Period (including furnishing, or causing to be furnished, to the other Party such information and documentation as may be commercially reasonably requested by such other Party in respect of any Disputed Item); and

(ii) the Payment Deadline for the applicable Disputed Invoice shall be tolled until the earlier to occur of (x) the Mutual Resolution Date (as defined below) whereupon the Payment Deadline shall be as set forth in Section 6(c), and (y) the Final Determination Date (as defined below) whereupon the Payment Deadline shall be as set forth in Section 6(d).

(c) If, by the expiration of the Mutual Resolution Period, the Parties mutually resolve all Disputed Items under the applicable Disputed Invoice, then within five (5) Business Days after the date of such mutual resolution (such date, the "**Mutual Resolution Date**"), Greenidge shall deliver to IR the applicable Disputed Invoice, revised to reflect such mutual resolution, and the Payment Deadline in respect of such revised Disputed Invoice shall be five (5) Business Days after the receipt by IR of such revised Disputed Invoice

(d) If, by the expiration of the Mutual Resolution Period, the Parties shall have failed to resolve all Disputed Items under the applicable Disputed Invoice, then the Parties shall jointly engage an independent accounting firm mutually agreed upon by the Buyer and the Seller, each acting commercially reasonably (the "**Independent Arbitrator**") for review and resolution of any such unresolved Disputed Items. The Independent arbitrator shall (A) act as an arbitrator and not as an auditor, (B) be bound by the principles set forth in this Agreement (and not by independent review), (C) limit its review to those Disputed Items set forth in the Dispute Notice that remain unresolved, and (D) not assign a value to any Disputed Item that is greater than the greatest value for such Disputed Item, or less than the smallest value for such Disputed Item, in either case claimed by either Party. The Independent Arbitrator shall be instructed to resolve the Disputed Items that remain unresolved promptly, and to render its final determination in writing to both Parties setting forth in reasonable detail the basis upon which its determination was made (the "**Independent Arbitrator's Determination**"). The date on which the Independent Arbitrator has furnished both Parties with the Independent Arbitrator's Determination in writing is the "**Final Determination Date**." Within ten (10) Business Days after receipt by Greenidge of the Independent Arbitrator's Determination, Greenidge shall deliver to IR the applicable Disputed Invoice, revised to reflect such Final Determination, and the Payment Deadline in respect of such revised Disputed Invoice shall be five (5) Business Days after the receipt by IR of such revised Disputed Invoice.

(e) The costs and expenses of the Independent Arbitrator in determining any Disputed Items shall be borne 50/50 by each Party.

(f) Audit Rights. In addition to the foregoing and without limitation thereof, each of the Parties shall have the right upon reasonable advance written notice to the other Party, and during normal business hours, to access to the relevant books and records of such other Party that support, or otherwise are reasonably necessary to calculate or otherwise ascertain, the Service Fees and/or other amount related to the Services; *provided that* nothing herein (including the foregoing) shall require any Party to provide any Person access to any information, documentation or communications that are subject to privilege or the provision of which would otherwise contravene applicable law.

7. **Other Agreements**.

(a) Exclusivity. Provided that Greenidge meets any and all cost, data protection, security, service and performance requirements hereunder, as determined by IR in its reasonable and good faith discretion, IR agrees that, during the Term, IR will not engage or otherwise use any other provider of

GPUs or other data center services for services substantially similar to the Services (whether for its own account or that of any IR Client), other than pursuant to this Agreement and an Order.

(b) Data Center Exploration. Each Party agrees that, during the Term until such time as such Party delivers written notice to the other Party of its intention to terminate such discussions, it will use good faith, commercially reasonable efforts to engage with the other Party in exploring the development, construction and operation of an artificial intelligence GPU data center (the "**Data Center**"), all on such terms and conditions to be negotiated and mutually agreed by the Parties. For the avoidance of doubt, (x) except to the limited extent set forth in the preceding sentence, no binding agreement between the Parties shall be deemed to exist with respect to any such Data Center unless and until definitive documentation providing for same is negotiated and duly executed by each Party, and (y) IR expressly acknowledges and agrees that, notwithstanding any terms set forth in this Agreement and any Order, the economic and other terms with respect to any such Data Center (including, for the avoidance of doubt, with respect to pricing, service fees and any profit sharing related to IR usage) remain to be separately negotiated *de novo* and mutually agreed in definitive documentation duly executed by each Party.

(c) No Partnership, Joint Venture, etc.. Notwithstanding anything herein to the contrary, nothing in this Agreement or any Order establishes any relationship of partnership, joint venture, employment, franchise or agency between the Parties (including, for the avoidance of doubt, with respect to any Data Center).

8. **Representations and Warranties**. Each Party represents and warrants that as of the Effective Date and as of the date of execution of each Order,

(a) it is duly organized and validly existing under the laws of its jurisdiction of formation or incorporation;

(b) it has full legal capacity, right, power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Order, and such execution, delivery, and performance have been authorized by all necessary consents and approvals on its part;

(c) this Agreement and each Order has been duly and validly executed and delivered by it, constitutes its legal, valid, and binding obligations, and is enforceable against it in accordance with its terms (except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the rights of creditors generally or by general principles of equity); and

(d) except as otherwise disclosed in writing as of the time this representation is made or repeated, there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened in writing against it, at law or in equity before any Governmental Authority (as defined below) that individually or in the aggregate are reasonably likely to have a materially adverse effect on its business, properties, assets, or condition (financial or otherwise) affecting, or to result in any material impairment of, its ability to perform its obligations under this Agreement or any Order.

9. **Term and Termination**.

(a) This Agreement is effective as of the Effective Date and the Parties may enter into Orders in connection with this Agreement until the date that is earliest to occur of the following (such period being, the "**Term**"):

(i) the fourth (4^{th}) anniversary of the Effective Date, unless, by the date that is not later than ninety (90) days before such fourth (4^{th}) anniversary, IR shall have delivered to Greenidge a written notice (which may be delivered or not delivered by IR in its sole discretion) that the Term Expiration Date shall be extended until the date that is the eighth (8^{th}) anniversary of the Effective Date (such fourth (4^{th}) or eighth (8^{th}) anniversary date, the "**Term Expiration Date**");

(ii) early termination of the Term by mutual written agreement of both Parties;

(iii) termination of the Term by either Party by notice in writing to the other Party if there have been no Orders executed for six (6) consecutive months;

(iv) termination of the Term by a party by notice in writing to the other Party (in such case, a "**Defaulting Party**") if any of the following events (each, a "**Default**") occurs and is continuing:

(A) the Defaulting Party breaches any of its material obligations under any Order or otherwise this Agreement and fails to cure such breach within five (5) Business Days following receipt of written notice of such breach; or

(B) any written representation or warranty made by the Defaulting Party in connection with an Order or otherwise this Agreement shall have been false or misleading in any material respect when made or repeated and the conditions causing such representation or warranty to be false or misleading are not corrected within five (5) Business Days following receipt by the Defaulting Party of written notice thereof.

(b) Upon the expiration or earlier termination of the Term, the Parties' respective obligations hereunder shall immediately terminate, except that (i) the Parties' respective obligations under Section 2 (Orders), Section 3 (Services; Service Standards), Section 4 (Payments; Deposits), Section 5 (Invoices) and Section 6 (Disputed Invoices) in respect of Services delivered prior to the time of such expiration or earlier termination shall survive until fully performed, (ii) except as otherwise expressly agreed in writing by each Party (each in its sole discretion), any Order executed and outstanding as of the time of such expiration or earlier termination shall remain effective, and the Parties' obligations thereunder shall survive until fully performed in accordance therewith, (iii) such expiration or earlier termination shall not relieve a Party of any breach of this Agreement or any Order that occurred prior to such expiration or earlier termination, and (iv) Section 1 (Agreement Structure), this Section 9 (Term and Termination), Section 10 (Indemnification), Section 11 (Confidentiality) and Section 12 (Miscellaneous) shall survive.

(c) Notwithstanding Section 9(b) above, if IR is the Defaulting Party and a Default under Section 9(a)(iv)(A) above has occurred and is continuing as set forth therein, Greenidge may suspend the delivery of Services under any outstanding Order.

10. **Indemnification**.

(a) Each Party shall indemnify, defend and hold harmless the other Party, its Affiliates and its and their respective officers, directors, members, managers, employees, agents, counsel and other representatives (collectively, "**Representatives**") from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees and expenses and litigation costs) (collectively, "**Losses**") resulting from or otherwise arising out of any breach or default of its obligations under any Order or otherwise this Agreement or any breach or inaccuracy of any of such Party's representations and warranties (in any such case, whether occurring before or after the expiration or earlier termination of the Term); *provided that*, the foregoing indemnification shall not be available to any Person (as defined below) for any Losses to the extent resulting from or otherwise arising out of such Person's own gross negligence or willful misconduct.

11. **Confidentiality**.

(a) Each Party agrees that, from the date hereof until the date that is five (5) years after the date of expiration or earlier termination of the Term, such Party will keep, and will cause its

Affiliates and its and their respective Representatives, to keep, the terms of this Agreement, each Order, all information about the other Party's (and its Affiliates' and its and their respective Representatives) business and operations, including information relating to the Services, or otherwise exchanged in connection therewith, or any current and potential business strategies, performance data, reports, marketing materials, computer software, data files, file layouts, databases, analyses, technical know-how, trade secrets, portfolio positions, valuations, investment or trading strategies, and commitments and arrangements with Affiliates, Representatives, service providers and other third parties (collectively, "**Confidential Information**"), strictly confidential, and will not, and will cause its Affiliates and its and their respective Representatives not to, make any disclosure of any Confidential Information to any Person without the prior written consent of such other Party, except (i) as required by or under applicable law (including, for the avoidance of doubt, rules and regulations promulgated by the Securities and Exchange Commission (the "**SEC**")), or as required by the rules or regulations of any stock exchange or marketplace on which any securities of such Party are listed or traded, or (ii) to such Party or its' Affiliates' respective direct or indirect equity owners, debt or equity financing sources, affiliated investment funds, investors and bona fide potential investors, insurers, advisors, auditors, accountants, legal counsel, and their respective Representatives, in each case that have a need to know such information, and who are subject to customary confidentiality restrictions at least as restrictive as those set forth in this Section 11 with respect to the use and further disclosure of such Confidential Information.

(b) The restrictions set forth in Section 11(a) with respect to the Confidential Information shall not apply to any information that (i) hereafter becomes generally available to the public other than as a result of an unauthorized disclosure, directly or indirectly, of such Confidential Information, (ii) was available to the Person receiving such Confidential Information on a non-confidential basis prior to its disclosure, or (iii) becomes available to the Person receiving the Confidential Information on a non-confidential basis from a source other than a Party, one of its Affiliates, or its or their respective Representatives, and which source was not itself bound by a confidentiality agreement or other restrictions in respect of such Confidential Information. For the avoidance of doubt, notwithstanding anything herein to the contrary, nothing in this Section 11 shall prohibit, restrict or otherwise limit a Party from making, in its sole discretion, public disclosures as required by applicable law (including, for the avoidance of doubt, the filing of annual reports, quarterly reports or current reports on forms promulgated by the SEC) or by the rules or regulations of any stock exchange or marketplace on which its securities are listed or traded.

12. **Miscellaneous**.

(a) Certain Definitions. For purposes of this Agreement, the following terms have the respective meanings set forth below:

(i) "**Affiliate**" means, with respect to a person or entity, any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity.

(ii) "**Business Day**" means any day other than (i) Saturday or Sunday and (ii) any other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

(iii) "**Governmental Authority**" means any federal, state, municipal, national or other government, governmental department, quasi-governmental authority, commission, board, bureau, court, tribunal, Tax commission or official, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States or other foreign entity or government.

(iv) "**Person**" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business

trusts, statutory trusts, series trusts, or other organizations and entities, whether or not legal entities, and Governmental Authorities.

(b) Notice. All notices, consents, waivers and other communications required or permitted under each Order and otherwise this Agreement shall be in writing and deemed to have been duly given if delivered in person, or by certified mail (postage prepaid, return-receipt requested), overnight by a national recognized delivery service (with proof of delivery given by such service) or e-mail or other electronic transmission (with confirmation of such transmission), in each case to the addresses set forth below (or to such other addresses as such Person may designate by notice to each Party given in accordance with this Section 12(b)):

If to Greenidge:

c/o Greenidge Generation Holdings Inc.
135 Rennell Drive
3rd Floor
Fairfield, CT 06890
Attention: Jordan Kovler, Chief Executive Officer
Email: jkovler@greenidge.com

If to IR:

Infinite Reality, Inc.
50 Washington Street, Suite 402E
Norwalk, CT 06854
Attention: John Acunto, CEO
Email: j@theinfinitereality.com
With a copy to: General Counsel
Email: jennifer@theinfinitereality.com

(c) Interpretation. For purposes of this Agreement and each Order, the following rules of interpretation shall apply, except to the extent otherwise expressly provided or the context otherwise requires:

(i) any reference to "$" shall mean U.S. dollars;

(ii) references to "Section," "Schedule," or "Exhibit" in this Agreement refer to the corresponding section, schedule or exhibit, respectively, of this Agreement;

(iii) all schedules and exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any schedule or exhibit but not otherwise respectively defined therein shall be defined as set forth in this Agreement;

(iv) the headings and captions of each section of this Agreement or any Order (and any exhibit, appendix or annex thereto) are provided for convenience only and shall not affect the construction or interpretation of this Agreement or any Order;

(v) any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa;

(vi) the words "herein," "hereof," "hereunder" and "herewith" in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear; and

(vii) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(d) Severability. If any term or other provision of this Agreement or any Order is determined to be invalid, illegal or incapable of being enforced under any applicable law, all other conditions and provisions of this Agreement and such Order, respectively and as applicable, shall nevertheless remain in full force and effect so long as the economic and legal substance hereof and thereof as originally intended by the Parties remains effected. Upon such determination that any such term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement or such Order, as applicable, so as to effect the original intent of the Parties as closely as possible in order that the economic and legal substance hereof and thereof is effected as originally contemplated to the greatest extent possible.

(e) Strict Construction; No Inference from Drafting. The language used herein will be deemed to be the language jointly chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. The Parties acknowledge that they have been represented by counsel and that this Agreement and each Order has, or will have, resulted from extended negotiations between the Parties. In the event an ambiguity or question of intent or interpretation arises, this Agreement and each Order shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement or any Order.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, with respect to this Agreement. Each Order (which, for the avoidance of doubt, incorporates by reference this Agreement) constitutes the entire agreement between the parties with respect to the subject matter of such Order and supersedes and replaces all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written or oral, with respect to such Order. Each Party acknowledges and represents that, in entering into this Agreement and any Order, it has not relied on, and has no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement or such Order.

(g) Amendments and Waiver. Neither this Agreement nor any Order may be modified, amended, supplemented or terminated (in whole or in part and whether by merger or otherwise) except by written agreement specifically referring to this Agreement or such Order, as applicable, signed by both Parties. Unless otherwise specified in writing in connection with any amendment of a term of this Agreement, such amendment will only apply with respect to Orders entered into on or after the effective date of such amendment. No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement or any Order shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

(h) Assignment. None of the rights, interests or obligations of a Party under this Agreement or any Order may be assigned (whether by operation of law or otherwise) at any time by such Party without the express prior written consent of each other Party; provided however that IR may assign this Agreement to an Affiliate upon prior written notice to Greenidge. Any attempted assignment in violation of this Section 12(h) shall be null and void, *ab initio*.

(i) Counterparts. This Agreement and each Order may be executed electronically and in two or more counterparts, each will be deemed an original, but all together will constitute one and

the same instrument. Delivery of an executed counterpart by electronic means is effective as the manual delivery of an original counterpart for all purposes.

(j) Third Party Beneficiaries. Except as otherwise provided in Section 10 (which is also for the benefit of the indemnified Persons identified therein), or expressly specified in any Order to be for the benefit of a third party, nothing in this Agreement or any Order is intended to or will confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement or such Order.

(k) Governing Law. THIS AGREEMENT AND EACH ORDER ARE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT OR ANY ORDER TO THE LAW OF ANOTHER JURISDICTION.

(l) Arbitration. Regarding any dispute arising hereunder, the Parties shall first attempt in good faith to resolve such dispute. If such attempt fails, then any dispute between the Parties relating to or in respect of this Agreement or any Order, their respective negotiation, execution, performance, subject matter, or any course of conduct or dealing or actions under or in respect of this Agreement or such Order, shall be submitted to, and resolved exclusively pursuant to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("**AAA**"). Such arbitration shall take place in New York, New York, with one mutually acceptable arbitrator presiding at such arbitration proceeding. If after sixty (60) days the Parties cannot agree on an acceptable arbitrator, then an authorized AAA representative shall appoint three (3) arbitrators. Decisions pursuant to such arbitration shall be final, conclusive and binding on the parties. Upon the conclusion of arbitration, the Parties may apply to any court of competent jurisdiction, to enforce the decision pursuant to such arbitration. The arbitrators shall have the authority, but not the obligation, to award to the prevailing party its reasonable attorney's fees and costs of investigation, and also to order the losing party to pay all of the costs of retaining the arbitrators.

(m) Successors and Assigns. This Agreement and each Order shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

(n) Rights and Remedies Cumulative. Except as expressly limited hereby or in any Order, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

[signature page follows]

The Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

GREENIDGE:

GREENIDGE GENERATION HOLDINGS INC.

By: /s/ Jordan Kovler
Name: Jordan Kovler
Title: Chief Executive Officer

IR:

INFINITE REALITY, INC.

By: /s/ John Acunto
Name: John Acunto
Title: CEO

[Signature Page to Master Services Agreement]

SCHEDULE 1

**** CONFIDENTIAL ****

(Delivered separately.)

EXHIBIT A

FORM OF ORDER

(See attached.)

ORDER

This Order, dated as of [_____], by and between Greenidge Generation Holdings Inc., a Delaware corporation ("**Greenidge**"), and Infinite Reality, Inc., a Delaware corporation ("**IR**"), sets forth the terms of the Services described below and constitutes an "Order" as such term is defined in that certain Master Services Agreement, dated as of December 11, 2023, between Greenidge and IR (as amended, restated, supplemented, or otherwise modified as of the date hereof in accordance therewith, the "**MSA**").

This Order incorporates by reference all the terms and conditions of the MSA as if set forth herein in full. Capitalized terms used but not defined in this Order shall have the meanings ascribed to them in the MSA.

Third Party Provider(s):	[_____]
Commencement Date:	[_____]
End Date:	[_____]
Minimum Performance Metrics for IR:	[_____]

Minimum Performance Metrics for IR Clients (to be completed for each IR Client receiving Services under this Order), if applicable:[1]

IR Client:	**Minimum Performance Metrics:**
Entity name: Mailing address: Primary contact name: Title: Email: Telephone number:	[_____]
Entity name: Mailing address: Primary contact name: Title: Email: Telephone number:	[_____]

Invoice and Payment Terms

[1] Furnishing of IR Client information by IR hereunder shall be subject to applicable data protection laws.

Maximum Service Fees:	$[_____]
Deposit:	$[_____], payable by IR within [___] Business Day(s) after execution of this Order.
Invoice Deadline:	[___] Business Days after the last calendar day of each Service Month applicable to this Order.
Payment Deadline:	[___] Business Days after delivery of each Invoice applicable to this Order. Any failure of IR to pay in full any amount when due and payable under this Order shall incur a late fee of [__] percent (___%) per month (or partial month), calculated on the principal amount starting in the next following month that such amount first came due.
Competitive Market Rates (applicable to this Order):	[_____]

[TBD: The following limitation of liability subject to review of the specified Third Party Provider(s) indemnification and liability provisions:]

Limitation of Liability

Notwithstanding anything in the MSA to the contrary, none of Greenidge, its Affiliates, or any of its or their respective Representatives (collectively, the "**Greenidge Parties**") shall be liable to any Person (including, for the avoidance of doubt, IR, any IR Clients, or any of their respective Affiliates and Representatives) for any act or omission of the Third Party Provider(s) specified in this Order, or any of such Third Party Provider's Affiliates or its or their respective Representatives (collectively, the "**Third Party Provider Parties**"), whether in the course of performing Services or any portion thereof or otherwise, and IR acknowledges and agrees that nothing under this Agreement or any Order creates any basis for any Greenidge Party to be liable or responsible for any act or omission of any Third Party Provider Party (including, for the avoidance of doubt, on any theory or doctrine of vicarious liability, respondeat superior, fiduciary responsibility, or agency or partnership law). This provision is expressly intended to benefit each Greenidge Party each of which may enforce this provision.

[Remainder of page intentionally left blank]

The Parties have caused this Order to be executed and delivered by their duly authorized representatives as of the date first written above.

GREENIDGE:

GREENIDGE GENERATION HOLDINGS INC.

By: _____
Name: _____
Title: _____

IR:

INFINITE REALITY, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Order]

EQUITY EXCHANGE AGREEMENT

THIS EQUITY EXCHANGE AGREEMENT (this "**Agreement**") is entered into as of December 11, 2023 by and among Infinite Reality, Inc., a Delaware corporation ("**Infinite Reality**") and Greenidge Generation Holdings Inc., a Delaware corporation ("**Greenidge,**" and collectively with Infinite Reality, the "**Parties**," and each, sometimes, a "**Party**").

WHEREAS, simultaneously herewith, the Parties are entering into that certain Master Services Agreement of even date hereof (the "**MSA**") pursuant to which, among other things, Greenidge shall, during the term of the MSA, be the exclusive provider of Graphics Processing Units ("**GPUs**") to Infinite Reality's clients, and to Infinite Reality for its own purposes; and

WHEREAS, in connection with entering into the MSA, each of the Parties desire to invest in the other by (i) exchanging shares of common stock, par value $0.001, of Infinite Reality (the "**Infinite Reality Shares**") for shares of Class A common stock, par value $0.0001 per share of Greenidge (the "**Greenidge Shares**"), upon the terms and conditions set forth in this Agreement, and (ii) receiving a common stock purchase warrant issued by the other Party as contemplated in Section 4(c)(i) and Section 4(c)(ii) below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Exchange of Shares.**

(a) Exchange. On the terms and subject to the conditions set forth in this Agreement, at the "Delivery Date" (as that term is defined in Section 4(c)(i) below) (i) Infinite Reality will convey, transfer and assign to Greenidge, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description other than restrictions imposed by or arising under federal or state securities laws, and Greenidge will acquire and accept from Infinite Reality, 280,374 newly-issued Infinite Reality Shares, and (ii) in exchange for the transfer of such securities by Infinite Reality, Greenidge will convey, transfer and assign to Infinite Reality, free and clear of all liens, pledges, encumbrances, changes, restrictions or known claims of any kind, nature or description, other than restrictions imposed by or arising under federal or state securities laws, and Infinite Reality will acquire and accept from Greenidge, 180,000 newly-issued Greenidge Shares (such exchange referred to herein as the "**Exchange**").

(b) Closing. The closing of the Exchange shall occur upon the Delivery Date in accordance with the provisions of Section 4(c) below.

2. **Representations and Warranties of Infinite Reality.** Infinite Reality hereby represents and warrants to Greenidge, all of which representations and warranties are true, complete, and correct in all respects as of the date hereof and as of the Delivery Date, as follows:

(a) Organization and Qualification. Infinite Reality is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Infinite Reality is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except where the failure to be so licensed or qualified, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(b) Authorization; No Restrictions, Consents or Approvals. Infinite Reality has the requisite power and authority to enter into and perform its obligations under this Agreement and

to issue the Infinite Reality Shares in accordance with the terms hereof. This Agreement has been duly executed by Infinite Reality and constitutes the legal, valid, binding and enforceable obligation of Infinite Reality, enforceable against Infinite Reality in accordance with its terms. The execution and delivery of this Agreement and the consummation by Infinite Reality of the transactions contemplated herein do not and will not (A) conflict with or violate any of the terms of the articles of incorporation and bylaws of Infinite Reality or any applicable law relating to Infinite Reality, (B) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any material agreement, obligation or instrument by which Infinite Reality is bound or to which any property of Infinite Reality is subject, or constitute a default thereunder, other than those material agreements, obligations or instruments for which Infinite Reality has obtained consent for the transactions contemplated under this Agreement, (C) result in the creation or imposition of any lien on any of the assets of Infinite Reality, (D) constitute an event permitting termination of any agreement or instrument to which Infinite Reality is a party or by which any property or asset of Infinite Reality is bound or affected, pursuant to the terms of such agreement or instrument, other than those material agreements or instruments for which Infinite Reality has obtained consent for the transactions contemplated under this Agreement, or (E) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of, any license, permit or other governmental authorization to which Infinite Reality is a party or by which Infinite Reality may be bound, or result in the violation by Infinite Reality of any laws to which Infinite Reality may be subject, or which would adversely affect the transactions contemplated herein. Other than the prior written approval of Newbury Street Acquisition Corporation, receipt of which has been obtained by Infinite Realty, no authorization, consent or approval of, notice to, or filing with, any public body or governmental authority or any other person is necessary or required in connection with the execution and delivery by Infinite Reality of this Agreement or the performance by Infinite Reality of its obligations hereunder.

(c) Capitalization. The Infinite Reality Shares are the only class of the issued and outstanding shares of common stock of Infinite Reality. No securities of Infinite Reality are entitled to pre-emptive or similar rights, and no person has any right of first refusal, pre-emptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. The issuance of the Infinite Reality Shares contemplated by this Agreement will not, immediately or with the passage of time; (A) obligate Infinite Reality to issue common stock of Infinite Reality or other securities (including but not limited to any securities in any subsidiary of Infinite Reality) to any person, or (B) result in a right of any holder of Infinite Reality securities to adjust the exercise, conversion, exchange or reset price of such securities.

(d) Issuance of Shares. The Infinite Reality Shares have been duly authorized and, upon issuance in accordance with the terms hereof, shall be validly issued and free from all taxes, liens and charges with respect to the issue thereof, and the Infinite Reality Shares shall be fully paid and non-assessable with the holder being entitled to all rights accorded to all other holders of common stock, par value $0.001, of Infinite Reality.

(e) Investment Representations.

(i) Infinite Reality understands that the Greenidge Shares have not been registered under the Securities Act or any other applicable securities laws. Infinite Reality also understands that the Greenidge Shares are being offered pursuant to an exemption from the registration requirements of the Securities Act, under Section 4(2) and/or Regulation D of the Securities Act.

(ii) Infinite Reality has received all the information it considers necessary or appropriate for deciding whether to acquire the Greenidge Shares. Infinite Reality understands the risks involved in an investment in the Greenidge Shares. Infinite Reality further represents that it has had an opportunity to ask questions and receive answers

from Greenidge regarding the business, properties, prospects, and financial condition of Greenidge and to obtain such additional information necessary to verify the accuracy of any information furnished to Infinite Reality or to which Infinite Reality had access. Infinite Reality further represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act.

(iii) Infinite Reality is acquiring the Greenidge Shares for its own account for investment only and not with a view towards their resale or "distribution" (within the meaning of the Securities Act) of any part of the Greenidge Shares.

(iv) Infinite Reality understands that the Greenidge Shares may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws or pursuant to an exemption therefrom, and in each case in compliance with the conditions set forth in this Agreement. Infinite Reality acknowledges and is aware that the Greenidge Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until Infinite Reality has held the Greenidge Shares for the applicable holding period under Rule 144 or registered under the Securities Act.

(v) Infinite Reality acknowledges and agrees that each certificate representing the Greenidge Shares shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

(f) No Broker Fees. Infinite Reality has not incurred and will not incur any liability for finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, including but not limited to the issuance of the Infinite Shares and Infinite Warrant and the receipt of the Greenidge Shares and the Greenidge Warrant.

(g) No Reliance. Infinite Reality has not relied on and is not relying on any representations, warranties or other assurances regarding Greenidge other than those representations and warranties set forth in this Agreement.

3. **Representations and Warranties of Greenidge**. Greenidge hereby represents and warrants to Infinite Reality, all of which representations and warranties are true, complete, and correct in all respects as of the date hereof and as of the Delivery Date, as follows:

(a) Organization and Qualification. Greenidge is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to own, lease or operate its assets and properties and to conduct its business as now being conducted. Greenidge is duly licensed or qualified and in good standing (or equivalent status as applicable) in each jurisdiction in which the assets owned or leased by it or the character of its activities require it to be licensed or qualified or in good standing (or equivalent status as applicable), except where the failure to be so licensed or qualified, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(b) Authorization; No Restrictions, Consents or Approvals. Greenidge has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and to issue the Greenidge Shares in accordance with the terms hereof. Except for approvals of Greenidge's Board of Directors or a committee thereof as may be required in connection with any issuance and sale of Greenidge Shares to Infinite Reality hereunder, the execution, delivery and performance by Greenidge of this Agreement and the consummation by it of the transactions contemplated herein have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of Greenidge, its Board of Directors or its stockholders is required. Once executed, this Agreement will constitute a valid and binding obligation of Greenidge enforceable against Greenidge in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application (including any limitation of equitable remedies).

(c) Capitalization. The authorized capital stock of Greenidge and the shares thereof issued and outstanding were as set forth in the Commission Documents as of the dates reflected therein. Except as set forth in the Commission Documents, there are no agreements or arrangements under which Greenidge is obligated to register the sale of any securities under the Securities Act. Except as set forth in the Commission Documents, no securities of Greenidge are entitled to preemptive rights and there are no outstanding debt securities and no contracts, commitments, understandings, or arrangements by which Greenidge is or may become bound to issue additional shares of the capital stock of Greenidge or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of capital stock of Greenidge other than those issued or granted in the ordinary course of business pursuant to Greenidge's equity incentive and/or compensatory plans or arrangements. Except for customary transfer restrictions contained in agreements entered into by Greenidge to sell restricted securities, or with respect to equity securities issued pursuant to compensatory plans or arrangements, or as set forth in the Commission Documents, Greenidge is not a party to, and it has no knowledge of, any agreement restricting the voting or transfer of any shares of the capital stock of Greenidge. Except as set forth in the Commission Documents, there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by this Agreement or the consummation of the transactions described herein or therein. Greenidge has filed with the Commission true and correct copies of Greenidge's Second Amended and Restated Certificate of Incorporation as in effect on the Delivery Date (the "**Charter**"), and Greenidge's Amended and Restated Bylaws as in effect on the Delivery Date (the "**Bylaws**").

(d) Issuance of Shares. The Greenidge Shares to be issued under this Agreement have been duly authorized by all necessary corporate action on the part of Greenidge. The Greenidge Shares shall be validly issued and outstanding, fully paid and non-assessable and free from all liens, charges, taxes, security interests, encumbrances, rights of first refusal, preemptive or similar rights and other encumbrances with respect to the issue thereof, and Infinite Reality shall be entitled to all rights accorded to a holder of unregistered shares of Class A common stock ("**Class A Common Stock**").

(e) Investment Representations.

(i) Greenidge understands that the Infinite Reality Shares have not been registered under the Securities Act or any other applicable securities laws. Greenidge also understands that the Infinite Reality Shares are being offered pursuant to an exemption from the registration requirements of the Securities Act, under Section 4(2) and/or Regulation D of the Securities Act.

(ii) Greenidge has received all the information it considers necessary or appropriate for deciding whether to acquire the Infinite Reality Shares. Greenidge understands the risks involved in an investment in the Infinite Reality Shares. Greenidge further represents that it has had an opportunity to ask questions and receive answers from Infinite Reality regarding the business, properties, prospects, and financial condition of Infinite Reality and to obtain such additional information necessary to verify the accuracy of any information furnished to Greenidge or to which Greenidge had access. Greenidge further represents that it is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act.

(iii) Greenidge is acquiring the Infinite Reality Shares for its own account for investment only and not with a view towards their resale or "distribution" (within the meaning of the Securities Act) of any part of the Infinite Reality Shares.

(iv) Greenidge understands that the Infinite Reality Shares may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities laws or pursuant to an exemption therefrom, and in each case in compliance with the conditions set forth in this Agreement. Greenidge acknowledges and is aware that the Infinite Reality Shares may not be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met and until Greenidge has held the Infinite Reality Shares for the applicable holding period under Rule 144 or registered under the Securities Act.

(v) Greenidge acknowledges and agrees that each certificate representing the Infinite Reality Shares shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(f) No Conflicts. The execution, delivery and performance by Greenidge of this Agreement and the consummation by Greenidge of the transactions contemplated hereby and thereby do not and shall not (i) result in a violation of any provision of Greenidge's Charter or Bylaws, (ii) conflict with or constitute a material default (or an event which, with notice or lapse of time or both, would become a material default) under, or give rise to any rights of termination, amendment, acceleration or cancellation of, any agreement, mortgage, deed of trust, indenture, note, bond, license, lease agreement, instrument or obligation to which Greenidge or any of its Subsidiaries is a party or is bound, (iii) result in a violation of any federal, state, local or foreign statute, rule, regulation, order, judgment or decree applicable to Greenidge or any of its Subsidiaries (including federal and state securities laws and regulations and the rules and regulations of the Trading Market or applicable Eligible Market), except, in the case of clauses (ii) and (iii), for such conflicts, defaults, terminations, amendments, acceleration, cancellations, liens, charges, encumbrances and violations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as specifically contemplated by this Agreement or as may be required under any federal or applicable state securities laws and applicable rules of the Trading Market, Greenidge is not required under any federal, state or local rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement, or to issue the Greenidge Shares to Infinite Reality in accordance with the terms hereof (other than such consents, authorizations,

orders, filings or registrations as have been obtained or made prior to the Delivery Date); provided, however, that, for purposes of the representation made in this sentence, Greenidge is assuming and relying upon the accuracy of the representations and warranties of Infinite Reality in this Agreement and the compliance by it with its covenants and agreements contained in this Agreement.

(g) SEC Documents, Financial Statements; Disclosure Controls and Procedures; Internal Controls Over Financial Reporting.

(i) Since January 1, 2023, Greenidge has timely filed (giving effect to permissible extensions in accordance with Rule 12b-25 under the Exchange Act) all filings required to be filed with or furnished to the Commission by Greenidge under the Securities Act or the Exchange Act, including those required to be filed with or furnished to the Commission under Section 13(a) or Section 15(d) of the Exchange Act (the "**SEC Documents**"). As of the date of this Agreement, no Subsidiary of Greenidge is required to file or furnish any report, schedule, registration, form, statement, information or other document with the Commission. As of its filing date, each SEC Document filed with or furnished to the Commission prior to the date hereof and the Delivery Date complied in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and other federal, state and local laws, rules and regulations applicable to it, and, as of its filing date (or, if amended or superseded by a filing prior to the date hereof and the Delivery Date, on the date of such amended or superseded filing). The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by Greenidge under the Securities Act or the Exchange Act.

(ii) The consolidated financial statements of Greenidge included or incorporated by reference in the Commission Documents, together with the related notes and schedules, present fairly, in all material respects, the consolidated financial position of Greenidge and its then consolidated Subsidiaries as of the dates indicated, and the consolidated results of operations, cash flows and changes in stockholders' equity of Greenidge and its then consolidated Subsidiaries for the periods specified (subject, in the case of unaudited statements, to normal year-end audit adjustments which will not be material, either individually or in the aggregate) and have been prepared in compliance with the published requirements of the Securities Act and the Exchange Act, as applicable, and in conformity with generally accepted accounting principles in the United States ("**GAAP**") applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved. The summary consolidated financial data included or incorporated by reference in the SEC Documents present fairly the information shown therein and have been compiled on a basis consistent with that of the financial statements included or incorporated by reference in the Commission Documents, as of and at the dates indicated. The pro forma condensed combined financial statements and the pro forma combined financial statements and any other pro forma financial statements or data included or incorporated by reference in the Commission Documents comply with the requirements of Regulation S-X of the Securities Act, including, without limitation, Article 11 thereof, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the circumstances referred to therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data. There are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Commission Documents that are not included or incorporated by reference as required. Greenidge and its Subsidiaries do not have any material liabilities

or obligations, direct or contingent (including any off-balance sheet obligations or any "variable interest entities" as that term is used in Accounting Standards Codification Paragraph 810-10-25-20), not described in Commission Documents which are required to be described in the Commission Documents. All disclosures contained or incorporated by reference in the Commission Documents, if any, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable.

(iii) Greenidge has timely filed all certifications and statements Greenidge is required to file under (A) Rule 13a-14 or Rule 15d-14under the Exchange Act or (B) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to all Commission Documents with respect to which Greenidge is required to file such certifications and statements thereunder.

(h) No Material Adverse Effect; Absence of Certain Changes. Except as disclosed in the Commission Documents, since the date of the most recent audited financial statements of Greenidge included or incorporated by reference in the Commission Documents, (a) there has not occurred any Material Adverse Effect, or any development that would result in a Material Adverse Effect, and (b) Greenidge and its Subsidiaries have conducted their respective businesses in the ordinary course of business consistent with past practice in all material respects.

(i) No Material Defaults. Except as set forth in the Commission Documents, neither Greenidge nor any Subsidiary has defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect. Since January 1, 2023, Greenidge has not filed a report pursuant to Section 13(a) or 15(d) of the Exchange Act indicating that it (i) has failed to pay any dividend or sinking fund installment on preferred stock or (ii) has defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect.

(j) Material Contracts. Neither Greenidge nor any of its Subsidiaries is in material breach of or default in any respect under the terms of any material contract and, to the knowledge of Greenidge, as of the date hereof, no other party to any material contract is in material breach of or default under the terms of any material contract. Each material contract is in full force and effect and is a valid and binding obligation of Greenidge or the Subsidiary of Greenidge that is party thereto and, to the knowledge of Greenidge, is a valid and binding obligation of each other party thereto. Greenidge has not received any written notice of the intention of any other party to a material contract to terminate for default, convenience or otherwise, or not renew, any material contract.

(k) Solvency. Greenidge has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to Title 11 of the United States Code or any similar federal or state bankruptcy law or law for the relief of debtors, nor does Greenidge have any knowledge that its creditors intend to initiate involuntary bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under Title 11 of the United States Code or any other federal or state bankruptcy law or any law for the relief of debtors.

(l) Actions Pending. There are no legal or governmental proceedings pending or, to the knowledge of Greenidge, threatened to which Greenidge or any Subsidiary is a party or to which any of the properties of Greenidge or any Subsidiary is subject other than proceedings accurately described in all material respects in the Commission Documents and proceedings that would not have a Material Adverse Effect on Greenidge and its subsidiaries, taken as a whole, and there are no statutes, regulations, contracts or other documents that are required to be

described in any of the Commission Documents or to be filed as exhibits to any of the Commission Documents that are not described or filed as required.

(m) Compliance with Law. Except as disclosed in the Commission Documents, Greenidge has not received written notice that it, or any of its subsidiaries, are not conducting its business in compliance with all laws, rules and regulations of the jurisdictions in which Greenidge or any of its Subsidiaries is conducting business that are applicable to Greenidge or any of its Subsidiaries, or any of their respective businesses or properties, except where such non-compliance with such laws, rules and regulations would not result in a Material Adverse Effect.

(n) Certain Fees. Neither Greenidge nor any Subsidiary has incurred or will incur any liability for any finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated.

(o) Disclosure. Other than disclosures made by Greenidge to Infinite Reality pursuant to that certain Confidentiality Agreement entered into by the Parties dated August 16, 2023, Greenidge confirms that neither it nor any other person acting on its behalf has provided the Investor or any of its agents, advisors or counsel with any information that constitutes or could reasonably be expected to constitute material, nonpublic information concerning Greenidge or any of its subsidiaries, other than the existence of the transactions contemplated by this Agreement.

(p) No Integrated Offering. None of Greenidge, its Subsidiaries or any of their Affiliates, nor any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Greenidge Shares under the Securities Act, whether through integration with prior offerings or otherwise, or cause the issuance of the Greenidge Shares to require approval of stockholders of Greenidge under any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of the Trading Market. None of Greenidge, its Subsidiaries, their Affiliates nor any person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration of the issuance of any of the Greenidge Shares under the Securities Act or cause the offering of any of the Shares to be integrated with other offerings.

(q) Listing and Maintenance Requirements; DTC Eligibility. The Class A Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and Greenidge has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Class A Common Stock under the Exchange Act, nor has Greenidge received any notification that the Commission is contemplating terminating such registration. Other than as set forth in the Commission Documents, Greenidge has not received notice from the Trading Market to the effect that Greenidge is not in compliance with the listing or maintenance requirements of the Trading Market. The Class A Common Stock is eligible for participation in the DTC book entry system and have shares on deposit at DTC for transfer electronically to third parties via DTC through the Direct Registration System ("**DRS**") or Deposit/Withdrawal at Custodian ("**DWAC**") delivery system. Greenidge has not received notice from DTC to the effect that a suspension of, or restriction on, accepting additional deposits of the Greenidge Shares, electronic trading or book-entry services by DTC with respect to the Greenidge Shares are being imposed or is contemplated.

(r) No Broker Fees. Greenidge had not incurred and will not incur any liability for finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, including but not limited to the issuance of the Greenidge Shares and the Greenidge Warrant and the receipt of the Infinite Shares and the Infinite Warrant.

(s) No Reliance. Greenidge has not relied on and is not relying on any representations, warranties or other assurances regarding Infinite Reality other than the representations and warranties expressly set forth in this Agreement.

4. **Closing**.

(a) Conditions to Infinite Reality's Obligations. The obligations of Infinite Reality under this Agreement, (including, without limitation, the obligation to transfer the Infinite Reality Shares in exchange for the Greenidge Shares) shall be subject to satisfaction of the following conditions, unless waived by Infinite Reality: (i) Infinite Reality and Greenidge shall have performed in all material respects all agreements, and satisfied in all material respects all conditions on its part to be performed or satisfied hereunder, at or prior to the Delivery Date; (ii) all of the representations and warranties of Greenidge herein shall have been true and correct in all material respects on and as of the date hereof and the Delivery Date; (iii) Greenidge shall have executed and delivered to Infinite Reality all documents necessary to issue the Infinite Reality Shares to Greenidge, as contemplated by this Agreement (including those documents described in Section 4(c)); and (iv) Infinite Reality and Greenidge shall have obtained or made, as applicable, all consents, authorizations and approvals from, and all declarations, filings and registrations required to consummate the transactions contemplated by this Agreement, including all items required under the incorporation document and bylaws of Infinite Reality and Greenidge, respectively.

(b) Conditions to Greenidge's Obligations. The obligations of Greenidge under this Agreement, (including, without limitation, the obligation to issue the Greenidge Shares in exchange for the Infinite Reality Shares) shall be subject to satisfaction of the following conditions, unless waived by Greenidge: (i) Infinite Reality shall have performed in all respects all agreements, and satisfied in all respects all conditions on their part to be performed or satisfied hereunder, at or prior to the Delivery Date; (ii) all of the representations and warranties of Infinite Reality herein shall have been true and correct in all material respects on and as of the date hereof and the Delivery Date; (iii) Infinite Reality shall have executed and delivered to Greenidge all documents necessary to transfer the Greenidge Shares to Infinite Reality, as contemplated by this Agreement (including those documents described in Section 4(c)) and (iv) Infinite Reality shall have obtained or made, as applicable, all consents, authorizations and approvals from, and all declarations, filings and registrations required to consummate the transactions contemplated by this Agreement, including all items required under the incorporation document and bylaws of Infinite Reality and Greenidge, respectively.

(c) Closing Documents. At the Delivery Date:

(i) No later than the third (3rd) Business Day after the date hereof (the "**Delivery Date**"), Infinite Reality shall deliver to Greenidge, in form and substance reasonably satisfactory to Greenidge, (i) certificates evidencing the Infinite Reality Shares, together with stock powers duly authorized for such certificates to allow such certificates to be registered in the name of Greenidge; (ii) an original, executed common stock purchase warrant entitling Greenidge to purchase up to 235,754 Infinite Shares at an exercise price of $5.34 per Infinite Share for a period of one (1) year after the date of issuance of such warrant (the "**Infinite Warrant**"), and (iii) copies of resolutions adopted by the board of directors of Infinite reality and certified by an executive officer of Infinite Reality authorizing the execution of this Agreement and delivery of, and performance of Infinite Reality's obligations under, this Agreement, including but not limited to the issuance of the Infinite Reality Shares..

(ii) On the Delivery Date, Greenidge shall deliver to Infinite Reality, in form and substance reasonably satisfactory to Infinite Reality, (i) evidence satisfactory to Infinite Reality that the Greenidge Shares have been transferred electronically to an

account designated by Infinite Reality, (ii) an original executed common stock purchase warrant entitling Infinite Reality to purchase up to 180,000 Greenidge Shares at an exercise price of $7.00 per Greenidge Share for a period of one (1) year after the date of issuance of such warrant (the "**Greenidge Warrant**"), and (iii) copies of resolutions adopted by the board of directors of Greenidge and certified by an executive officer of Greenidge authorizing the execution of this Agreement and delivery of, and performance of Greenidge's obligations under, this Agreement, including but not limited to the issuance of the Greenidge Shares.

5. Survival of Representations and Warranties.

None of the representations, warranties and covenants of Infinite Reality or Greenidge contained in this Agreement shall survive the Closing except that the representations in Section 2(a), Section 2(b), Section 2(c), Section 2(d), Section 2(e), Section 3(a), Section 3(b), Section 3(c), Section 3(d), and Section 3(e), shall survive until the latest date permitted by applicable law. Except as specifically set forth in the preceding sentence, no other representation, warranty or covenant of any party set forth in this Agreement will survive the Closing, and no party will have any rights or remedies after the Closing with respect to any misrepresentation of or inaccuracy in any such representation, warranty or covenant.

6. Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to such terms as set forth below.

(a) "**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Person, as such terms are used in and construed under Rule 144 of the Securities Act.

(b) "**Business Day**" means any day other than (i) Saturday or Sunday and (ii) any other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

(c) "**Commission Documents**" shall mean those documents filed by the Company with the Securities and Exchange Commission by the Company since February 10, 2021. For purposes of this Agreement, all references to a registration statement (on any form), or prospectus, or to any amendment or supplement thereto, or any other document filed by the Company pursuant to the Securities Act or the Exchange Act, shall be deemed to include the most recent copy of any such document filed with the Commission through its Electronic Data Gathering Analysis and Retrieval System, or if applicable, the Interactive Data Electronic Applications system used by the Securities and Exchange Commission (collectively, "**EDGAR**")

(d) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

(e) "**Material Adverse Effect**" means (i) any condition, occurrence, state of facts or event having, or insofar as reasonably can be foreseen would likely have, any material adverse effect on the legality, validity or enforceability of this Agreement or the transactions contemplated hereby, (ii) any condition, occurrence, state of facts or event having, or insofar as reasonably can be foreseen would likely have, any effect on the business, operations, properties or financial condition of the Company that is material and adverse to the Company and its Subsidiaries, taken as a whole, and/or (iii) any condition, occurrence, state of facts or event that would, or insofar as reasonably can be foreseen would likely, prohibit or otherwise materially interfere with or delay the ability of the Company to perform any of its obligations under this Agreement; provided, however, that with respect to clause (ii), in no event would any of the following (or the effect of any of the following), alone or in combination, be deemed to

constitute, or be taken into account in determining whether there has been or will be, a "Material Adverse Effect" (except in the case of clause (a), (b), (d) and (f), in each case, to the extent that such event, change, circumstance or development disproportionately affects the Company and its Subsidiaries, taken as a whole, as compared to other similarly situated entities operating in any of the industries in which the Company or any of its Subsidiaries operates): (a) any change or development in applicable laws or GAAP or any official interpretation thereof, (b) any change or development in interest rates or economic, political, legislative, regulatory, financial, commodity, currency, bitcoin mining, cryptocurrency, electricity or natural gas conditions or other market conditions generally affecting any of the foregoing, the economy or the industry in which the Company or any of its Subsidiaries operates, (c) the announcement or the execution of this Agreement, or the performance of the Company's obligations under this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, licensors, distributors, regulatory agencies, partners, providers and employees, (d) any change or development generally affecting any of the industries or markets in which the Company or any of its Subsidiaries operates, (e) any earthquake, hurricane, tsunami, tornado, flood, mudslide, wildfire or other natural disaster, epidemic, disease outbreak, pandemic (including the COVID-19 or SARS-CoV-2 virus (or any mutation or variation thereof or related health condition)), weather condition, explosion, fire, act of God or other force majeure event (other than any such event resulting in material destruction or permanent damage to the Company powerplant and/or a material portion of the equipment located therein, all of which may be taken into account for purposes of determining whether a Material Adverse Effect has occurred or is reasonably likely to occur), or (f) any national or international political or social conditions in countries in which, or in the proximate geographic region of which, the Company operates, including the engagement by the United States or such other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack (including any internet or "cyber" attack or hacking) upon the United States or such other country, or any territories, possessions, or diplomatic or consular offices of the United States or such other countries or upon any United States or such other country military installation, equipment or personnel.

(f) "**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

(g) **"Subsidiary**" shall mean any corporation or other entity, other than, with respect to Greenidge, Support.com, Inc., of which at least a majority of the securities or other ownership interest having ordinary voting power for the election of directors or other persons performing similar functions are at the time owned directly or indirectly by the Company and/or any of its other Subsidiaries.

(h) "**Trading Market**" means The Nasdaq Global Select Market (or any nationally recognized successor thereto).

(i) "**Eligible Market**" means The Nasdaq Global Market, The Nasdaq Global Select Market, the Nasdaq Capital Market, the New York Stock Exchange or the NYSE American (or any nationally recognized successor to any of the foregoing).

7. General Provisions.

(a) Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of Delaware, County of New Castle, including but not limited to the Court of Chancery, for the

adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such Party at the address set forth in Section 7(d) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(b) Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and the parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

(c) Waiver. The waiver by either party of a breach of or default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement. Further, any failure or delay on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder shall not operate as a waiver of any such right or remedy or preclude other or further exercise thereof or of any other right or remedy.

(d) Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party may specify in writing pursuant to this Section 7(d). Such notice shall be deemed given: (i) if delivered personally, upon delivery as evidenced by delivery records; (ii) if sent by email, upon confirmation of receipt; (iii) if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing; of (iv) if sent by nationally recognized express courier, one (1) business day after date of delivery with such courier.

If to Infinite Reality:

Infinite Reality, Inc.
50 Washington St Ste 402E. Norwalk, CT 06854-2710
Norwalk, CT 06854-2710
Attn: John Canning, Chief Financial Officer
Email: jc@theinfinitereality.com

If to Greenidge:

Greenidge Generation Holdings Inc.
135 Rennell Drive
3rd Floor
Fairfield, CT 06890
Attention: Jordan Kovler, Chief Executive Officer
Email: jkovler@greenidge.com

with simultaneous copy by like means (which copy shall not constitute notice) to:

Zukerman Gore Brandeis & Crossman, LLP
Eleven Times Square, 15th Floor
New York, NY 10036
Attention: Clifford A. Brandeis; Karen S. Park
Email: cbrandeis@zukermangore.com; kpark@zukermangore.com

(e) No Third-Party Beneficiaries**.** Nothing in this Agreement shall be construed to confer any rights or benefits upon any person other than the parties hereto, and no other person shall have any rights or remedies hereunder.

(f) **Public Announcements.** Each of Infinite Reality and Greenidge will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements with respect to this Agreement and the transaction contemplated hereby and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law (including but not limited to any federal or state securities laws), rule or regulation, court process or by obligations pursuant to any listing agreement with any national securities exchange.

(g) **Interpretation.** For purposes of this Agreement, the following rules of interpretation shall apply, except to the extent otherwise expressly provided or the context otherwise requires:

(i) any reference to "$" shall mean U.S. dollars;

(ii) references to "Exhibit," "Annex,", "Appendix", "Article," "Section" or "Sections" in this Agreement refer to the corresponding exhibit, annex, article, section or sections, respectively, of this Agreement;

(iii) all exhibits, appendices, and annexes attached hereto or referred to herein, are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any exhibit, appendix, annex but not otherwise respectively defined therein shall be defined as set forth in this Agreement;

(iv) the headings and captions of each exhibit, appendix, annex, article and section in this Agreement, are provided for convenience only and shall not affect the construction or interpretation of this Agreement;

(v) any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa;

(vi) the words such as "herein," "hereof," "hereunder" and "herewith" in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear;

(vii) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Entire Agreement**.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof.

(i) Counterparts**.** This Agreement may be executed in one or more counterparts (including fax, electronic mail and DocuSign counterparts) each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INFINITE REALITY, INC.	GREENIDGE GENERATION HOLDINGS INC.
By: /s/ John Acunto	By: /s/ Jordan Kovler
Name: John Acunto	Name: Jordan Kovler
Its: Chief Executive Officer	Its: Chief Executive Officer

Issue Date: December 11, 2023

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION AND ITS COUNSEL, THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

GREENIDGE GENERATION HOLDINGS, INC.

Stock Purchase Warrant

THIS CERTIFIES that Infinite Reality, Inc. (the "**Holder**") is entitled, upon the terms and subject to the conditions hereinafter set forth, to subscribe for and purchase, from Greenidge Generation Holdings, Inc., a Delaware corporation (the "**Company**"), up to 180,000 shares of the Company's Class A common Stock, $0.0001 par value per share, or other securities as to which purchase rights under this Warrant exist (the "**Shares**") at an exercise price of $7.00 per share (the "**Exercise Price**"). The Exercise Price and the Shares purchasable hereunder are subject to adjustment as set forth in Section 8. This Warrant may be exercised for the Shares at any time on or after the date hereof and on or prior to the close of business on December 11, 2024 (the "**Expiration Date**").

1. **Definitions.**

(a) "**Securities**" shall mean this Warrant and the Shares issuable upon exercise of this Warrant.

(b) "**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

2. **Exercise of Warrant**. The purchase rights represented by this Warrant are exercisable by the Holder, in whole or in part, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly executed at the principal executive office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), and upon payment of the Exercise Price of the Shares thereby purchased (by cash or by check or bank draft or wire transfer payable to the order of the Company); whereupon the Holder shall be entitled to receive the number of Shares so purchased. The Company agrees that if at the time of the surrender of this Warrant and purchase of the Shares, the Holder shall be entitled to exercise this Warrant, the Shares so purchased shall be and be deemed to be issued to the Holder as the record owner of such Shares as of the close of business on the date on which this Warrant shall have been exercised as aforesaid. In the event and to the extent this Warrant is exercised in part, the Company shall cause to be issued to Holder a replacement warrant (the "**Replacement Warrant**") representing the unexercised portion of this Warrant for the then remaining Exercise Period, with all other terms of such replacement Warrant identical to this Warrant, *mutatis mutandis*.

3. **Nonassessable**. The Company covenants that all Shares which may be issued upon the exercise of rights represented by this Warrant will, upon exercise of the rights represented by this Warrant, be validly issued, fully paid and nonassessable and free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). All certificates for Shares purchased hereunder shall be delivered to the Holder in electronic form within a reasonable time after the date on which this Warrant shall have been exercised as aforesaid.

4. **No Fractional Shares or Scrip**. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon the exercise of this Warrant, an amount equal to such fraction multiplied by the then current price at which each Share may be purchased hereunder shall be paid in cash to the Holder.

5. **No Rights as Stockholder**. This Warrant does not entitle the Holder to any voting rights or other rights as a stockholder of the Company prior to the exercise hereof.

6. **Loss, Theft, Destruction or Mutilation of Warrant**. On receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

7. **Saturdays, Sundays, Holidays, etc.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, a Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or legal holiday.

8. **Adjustments**. The Exercise Price and the number of Shares purchasable hereunder are subject to adjustment from time to time as set forth in this Section 8.

(a) Reclassification, etc. If the Company, at any time while this Warrant, or any portion hereof, remains outstanding and unexpired by reclassification of securities or otherwise, shall change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities or any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted, all subject to further adjustment as provided in this Section 8.

(b) Subdivision or Combination of Shares. In the event that the Company shall at any time subdivide the outstanding securities as to which purchase rights under this Warrant exist, or shall issue a stock dividend on the securities as to which purchase rights under this Warrant exist, the number of securities as to which purchase rights under this Warrant exist immediately prior to such subdivision or to the issuance of such stock dividend shall be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the Company shall at any time combine the outstanding securities as to which purchase rights under this Warrant exist, the number of securities as to which purchase rights under this Warrant exist immediately prior to such combination shall be proportionately decreased, and the Exercise Price shall be proportionately increased, effective at the close of business on the date of such subdivision, stock dividend or combination, as the case may be.

(c) Cash Distributions. No adjustment on account of cash dividends or interest on the securities as to which purchase rights under this Warrant exist will be made to the Exercise Price under this Warrant.

(d) Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the outstanding Shares other than a change covered by Section 8(a) or 8(b) hereof or that solely affects the par value of such Shares, or in the case of any share reconstruction or amalgamation or consolidation of the Company with or into another corporation (other than a consolidation or share reconstruction or amalgamation in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding Shares), or in the case of any sale or conveyance to another corporation or entity of the property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the Holder of this Warrant shall have the right thereafter (until the expiration of the right of exercise of this Warrant) to receive upon the exercise hereof, for the same aggregate Exercise Price payable hereunder immediately prior to such event, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, share reconstruction or amalgamation, or consolidation, or upon a dissolution following any such sale or transfer, by a Holder of the number of Shares of the Company obtainable upon exercise of this Warrant immediately prior to such event; and if any reclassification also results in a change in Shares covered by Section 8(a) or 8(b), then such adjustment shall be made pursuant to Sections 8(a), 8(b) and this Section 8(d).

The provisions of this Section 8(d) shall similarly apply to successive reclassifications, reorganizations, share reconstructions or amalgamations, or consolidations, sales or other transfers.

9. **Restrictions on Transferability of Securities**.

(a) Restrictions on Transferability. The Securities shall not be sold, assigned, transferred or pledged except upon the conditions specified in this Section 9.

(b) Restrictive Legend. Upon exercise of this Warrant the Shares and any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 9(c)) be stamped or otherwise imprinted with a legend in the following form (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND OUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION AND ITS COUNSEL, THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

Each holder of Securities and each subsequent transferee consents to the Company making a notation on its records and giving instructions to any transfer agent of the Securities in order to implement the restrictions on transfer established in this Section 9.

(c) Restrictive Legend. Upon exercise of this Warrant each certificate representing the Shares and any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar.

(d) Notice of Proposed Transfers. Each holder of a warrant or stock certificate, as the case may be, representing the Securities, by acceptance thereof, agrees to comply in all respects with the provisions of this Section 9(d). Such holder agrees not to make any disposition of all or any portion of the Securities unless and until (X) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement or (Y) such holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, such holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.

10. **Investment Representations of the Holder**. With respect to the acquisition of any of the Securities, the Holder hereby represents and warrants to the Company as follows:

(a) Purchase Entirely for Own Account. This Warrant is made with the Holder in reliance upon the Holder's representation to the Company, which by the Holder's execution of this Warrant the Holder hereby confirms, that the Securities will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Warrant, the Holder further represents that the Holder does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person with respect to any of the Securities.

(b) Reliance upon Holders' Representations. The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a

specific exemption from the registration provisions of the Securities Act, and that the Company's reliance on such exemption is predicated on the Holder's representations set forth herein.

(c) Investment Experience; Economic Risk. The Holder understands that the Company has a limited financial and operating history and that an investment in the Company involves substantial risks. The Holder is experienced in evaluating and investing in private placement transactions of securities of companies in a similar stage of development to that of the Company and acknowledges that the Holder is able to fend for itself. The Holder has such knowledge and experience in financial and business matters that the Holder is capable of evaluating the merits and risks of the investment in the Securities. The Holder can bear the economic risk of the Holder's investment and is able, without impairing the Holder's financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of the Holder's investment.

(d) Accredited Investor Status. The Holder is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated under the Securities Act. If other than an individual, the Holder also represents that it has not been organized for the purpose of acquiring the Securities.

(e) Residency. The state of the Holder's principal place of business is Connecticut.

(f) Restricted Securities. The Holder understands that the Securities are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such federal securities laws and applicable regulations such Securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, Holder represents that it is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the existence of a public market for the securities, the availability of certain current public information about the Company, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number of shares being sold during any three-month period not exceeding specified limitations.

11. **Use of Proceeds**. The Company agrees that in the event and to the extent Holder exercises this Warrant, the Company shall use the proceeds therefrom to effect the buildout of a data center in accordance with Section 7(b) of that certain Master Services Agreement entered into by and between Holder and the Company as of the Issue Date of this Warrant.

12. **Notices**. In the event (i) the Company shall take a record of the holders of the securities at the time receivable upon the exercise of this Warrant for the purpose of entitling them to receive any dividend or other distribution, or any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right, (ii) of any capital reorganization of the Company, (iii) of any reclassification of the capital stock of the Company, or (iv) of any voluntary dissolution, liquidation or winding-up of the Company, then, and in each such case, the Company will mail or cause to be mailed to the Holder a notice specifying, as the case may be, (A) the date on which a record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (B) the date on which such reorganization, reclassification, dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of the securities at the time receivable upon the exercise of this Warrant shall be entitled to exchange such securities for the securities or other property deliverable upon such reorganization, reclassification, dissolution, liquidation or winding-up. Such notice shall be given at least ten (10) days prior to the date therein specified.

13. **Miscellaneous**.

(a) Governing Law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF DELAWARE AS SUCH LAWS ARE APPLIED TO AGREEMENTS BETWEEN DELAWARE RESIDENTS ENTERED INTO AND

TO BE PERFORMED ENTIRELY WITHIN DELAWARE, WITHOUT REGARD TO CONFLICT OF LAWS RULES.

(b) Waivers and Amendments. This Warrant and any provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the same is sought.

(c) Assignment. This Warrant may be assigned or transferred by the Holder only with the prior written approval of the Company. This Warrant shall be binding upon any successors or assigns of the Company.

(d) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by commercial delivery service, mailed by registered or certified mail (return receipt requested), sent via facsimile (with confirmation of receipt) or electronic mail to the parties at the address for each party as set forth on the signature page hereto (or at such other address for a party as such party may designate pursuant to this Section 12).

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipients normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All notices by facsimile shall be confirmed by the sender promptly after transmission via certified mail or personal delivery. Any party may change any address to which notice is to be given to it by giving notice as provided above or such change of address.

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this Section 13 if sent with return receipt requested to the electronic mail address specified by the receiving party in a signed writing in a nonelectronic form. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form ("**Nonelectronic Notice**") which shall be sent to the requesting party within ten (10) days of receipt of the written request for Nonelectronic Notice. This Warrant may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.

(e) **Finder's Fee**. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with the issuance of this Warrant. The Holder agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Holder or any of its officers, stockholders, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Holder from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, stockholders, employees, or representatives is responsible.

(f) **Counterparts**. This Warrant may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one instrument.

[Signatures follow]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized.

INFINITE REALITY, INC.

By: /s/ John Acunto
Name: John Acunto
Its: Chief Executive Officer

GREENIDGE GENERATION HOLDINGS INC.

By: /s/ Jordan Kovler
Name: Jordan Kovler
Its: Chief Executive Officer

NOTICE OF EXERCISE

TO: Greenidge Generation Holdings, Inc.
590 Plant Road
Dresden, New York 14441
ATTN: Secretary

1. The undersigned hereby elects to purchase _____ shares of the _____ Stock (the "**Shares**") of Greenidge Generation Holdings, Inc. pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price in full.

2. Please issue a certificate or certificates representing the Shares in the name of the undersigned or in such other name as is specified below:

Print name:

Address:

3. The undersigned confirms that the Shares are being acquired for the account of the undersigned for investment only and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or selling the Shares.

Print name:

Address

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

Date of Issuance Void after
December 11, 2023 December 11, 2024

INFINITE REALITY, INC.
WARRANT TO PURCHASE SHARES OF COMMON STOCK

THIS WARRANT is issued to Greenidge Generation Holdings, Inc., a Delaware corporation or its assigns (the "**Holder**") by Infinite Reality, a Delaware corporation (the "**Company**") on the terms and subject to the conditions hereinafter set forth (the "**Warrant**").

1. Purchase of Common Stock.

(a) Issuable Common Stock. Subject to the terms and conditions set forth herein, the Holder is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the Holder in writing), to purchase common stock of the Company, par value $.001 (the "**Common Stock**"), in an amount as determined in Section 2.

(b) Exercise Price. The exercise price for the Common Stock shall be **$5.35** per share (the "**Exercise Price**"). The Common Stock and the Exercise Price shall be subject to adjustment pursuant to Section 10 hereof.

2. Common Stock Exercisable Pursuant to Warrant. The Holder shall have the right to purchase up to 235,754 shares of Common Stock.

3. Exercise Period. This Warrant shall be exercisable, in whole but not in part, until the first (1st) anniversary of the Date of Issuance set forth above (the "**Exercise Period**"); provided, however, that this Warrant shall no longer be exercisable and become null and void (subject to the proviso in this sentence further below) upon the earliest of (a) the consummation of the Company's sale of its Common Stock or other securities in the Company's first underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Act**") (other than a registration statement relating either to sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or a SEC Rule 145 transaction) (an "**Initial Public Offering**"); (b) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization (a "**Merger Transaction**"); or (c) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred to an unaffiliated third party (a "**Deemed Liquidation Event**"); provided further, however, in no event shall this Warrant be null and void unless and until the Company shall have provided Holder with no less than twenty (20) "business days" prior written notice of the consummation of the Initial Public Offering, Merger Transaction, or Deemed Liquidation Event, as the case may be. As used

herein, a business day shall be any day when federally chartered commercial banks are open for business in New York City, other than Saturdays, Sundays and holidays.

4. Method of Exercise.

(a) While this Warrant remains outstanding and exercisable in accordance with Section 2 above, the Holder may exercise, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

(i) the surrender of the Warrant, together with a duly executed copy of the Notice of Exercise attached hereto, to the Secretary of the Company at its principal office (or at such other place as the Company shall notify the Holder in writing);

(ii) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of shares of Common Stock being purchased.

(b) Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant is surrendered to the Company as provided in Section 4(a) above. At such time, the person or persons in whose name or names any certificate for the Common Stock shall be issuable upon such exercise as provided in Section 4(c) below shall be deemed to have become the holder or holders of record of the Common Stock represented by such certificate.

(c) As soon as practicable after the exercise of this Warrant in whole or in part, the Company at its expense will cause to be issued in the name of, and delivered to, the Holder, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct a certificate or certificates for the number of Common Stock to which such Holder shall be entitled; and in the event and to the extent this Warrant is exercised in part, the Company shall cause to be issued to Holder a replacement warrant (the "**Replacement Warrant**") representing the unexercised portion of this Warrant for the then remaining Exercise Period, with all other terms of such replacement Warrant identical to this Warrant, *mutatis mutandis*. The Company agrees that if at the time of the surrender of this Warrant and purchase of the Shares, the Holder shall be entitled to exercise this Warrant, the Shares so purchased shall be and be deemed to be issued to the Holder as the record owner of such Shares as of the close of business on the date on which this Warrant shall have been exercised as aforesaid.

5. Net Exercise. In lieu of exercising this Warrant for cash, the Holder may elect to receive shares equal to the value of this Warrant (or the portion thereof being exercised) by surrender of this Warrant at the principal office of the Company together with notice of such election (a "**Net Exercise**"). A Holder who Net Exercises shall have the rights described in Sections 4(b) and 4(c) hereof, and the Company shall issue to such Holder a number of Common Stock computed using the following formula:

$$X = (Y * (A - B)) / A$$

Where

X = The number of shares of Common Stock to be issued to the Holder.

Y = The number of shares Common Stock purchasable under this Warrant.

A = The fair market value of one (1) share of Common Stock (at the date of such calculation).

B = The Exercise Price (as adjusted to the date of such calculation).

For purposes of this Section 5, the fair market value of a Common Stock shall mean the average of the closing prices of the Common Stock quoted on any exchange or electronic securities market on which the Common Stock are listed, as published in *The Wall Street Journal* for the thirty (30) trading days immediately prior to the date of determination of fair market value (or such shorter period of time during which such Common Stock were traded on such exchange). In the event that this Warrant is exercised pursuant to this Section 5 in connection with the Initial Public Offering, the fair market value per share of Common Stock shall be equal to the per share offering price to the public of the Initial Public Offering. If the Common Stock is not traded on an exchange or an electronic securities market, the fair market value shall be the price per Common Share that the Company could obtain from a willing buyer for Common Stock sold by the Company from authorized but unissued Common Stock, as such prices shall be determined in good faith by the Company's Board of Directors.

6. Automatic Exercise. If the Holder has not elected to exercise this Warrant prior to expiration of this Warrant pursuant to Section 3 or upon the end of the Exercise Period, then this Warrant shall automatically (without any act on the part of the Holder) be exercised pursuant to Section 5 effective immediately prior to the expiration of the Warrant to the extent such net issue exercise would result in the issuance of the Common Stock, unless Holder shall earlier provide written notice to the Company that the Holder desires that this Warrant expire unexercised. If this Warrant is automatically exercised, the Company shall notify the Holder of the automatic exercise as soon as reasonably practicable, and the Holder shall surrender the Warrant to the Company in accordance with the terms hereof.

7. Representations and Warranties of the Company; Covenants of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Holder that:

(a) Organization, Good Standing, and Qualification. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

(b) Authorization. Except as may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights, all corporate action has been taken on the part of the Company, its officers, directors, and stockholders necessary for the authorization, execution and delivery of this Warrant. The Company has taken all corporate action required to make all the obligations of the Company reflected in the provisions of this Warrant the valid and enforceable obligations they purport to be. The issuance of this Warrant will not be subject to preemptive rights of any stockholders of the Company.

8. Representations and Warranties of the Holder. In connection with the transactions provided for herein, the Holder hereby represents and warrants to the Company that:

(a) Authorization. Holder represents that it has full power and authority to enter into this Warrant. This Warrant constitutes the Holder's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(b) Purchase Entirely for Own Account. The Holder acknowledges that this Warrant is entered into by the Company in reliance upon such Holder's representation to the

Company that the Warrant and the Common Stock (collectively, the "**Securities**") will be acquired for investment for the Holder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in or otherwise distributing the same. By acknowledging this Warrant, the Holder further represents that the Holder does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Securities.

(c) Disclosure of Information. The Holder acknowledges that it has received all the information it considers necessary or appropriate for deciding whether to acquire the Securities. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities.

(d) Investment Experience. The Holder is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities. If other than an individual, the Holder also represents it has not been organized solely for the purpose of acquiring the Securities.

(e) Accredited Investor. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D, as presently in effect, as promulgated by the Securities and Exchange Commission (the "**SEC**") under the Act.

(f) Restricted Securities. The Holder understands that the Securities are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act, only in certain limited circumstances. In this connection, the Holder represents that it is familiar with Rule 144, as presently in effect, as promulgated by the SEC under the Act ("**Rule 144**"), and understands the resale limitations imposed thereby and by the Act.

(g) Legends. It is understood that the Securities may bear the following legend: "THESE SECURITIES

HAVE NOT BEEN REGISTERED UNDER THE

SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT."

9. [Reserved]

10. Adjustment of Exercise Price and Number of Common Stock. The number of Common Stock purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide its Common Stock, by split-up or otherwise, or combine its Common Stock, or issue additional shares of its Common Stock as a dividend, the number of Common Shares issuable on the exercise of this Warrant shall forthwith

be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the Exercise Price payable per share, but the aggregate Exercise Price payable for the total number of shares of Common Stock purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 10(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization or change in the capital stock of the Company (other than as a result of a subdivision, combination or stock dividend provided for in Section 10(a) above), then, as a condition of such reclassification, reorganization or change, lawful provision shall be made, and duly executed documents evidencing the same from the Company or its successor shall be delivered to the Holder, so that the Holder shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities or property receivable in connection with such reclassification, reorganization or change by a holder of the same number and type of securities as were purchasable as Common Stock by the Holder immediately prior to such reclassification, reorganization or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the Holder so that the provisions hereof shall thereafter be applicable with respect to any shares of stock or other securities or property deliverable upon exercise hereof, and appropriate adjustments shall be made to the Exercise Price per Share payable hereunder, provided the aggregate Exercise Price shall remain the same.

(c) Notice of Certain Events. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price, the Company shall promptly notify the Holder of such event and of the number of shares of Common Stock or other securities or property thereafter purchasable upon exercise of this Warrant.

11. No Fractional Common Stock or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Exercise Price then in effect.

12. No Stockholder Rights. Prior to exercise of this Warrant, the Holder shall not be entitled to any rights of a stockholder with respect to the Common Stock, including (without limitation) the right to vote such Common Stock, receive dividends or other distributions thereon, exercise preemptive rights or be notified of stockholder meetings, and, except as otherwise provided in this Warrant, such Holder shall not be entitled to any stockholder notice or other communication concerning the business or affairs of the Company.

13. Transfer of Warrant. Subject to compliance with applicable federal and state securities laws and any other contractual restrictions between the Company and the Holder contained herein, this Warrant and all rights hereunder are transferable in whole by the Holder to any person or entity upon written notice to the Company. Within a reasonable time after the Company's receipt of an executed Assignment Form in the form attached hereto, the transfer shall be recorded on the books of the Company upon the surrender of this Warrant, properly endorsed, to the Company at its principal offices, and the payment to the Company of all transfer taxes and other governmental charges imposed on such transfer. In the event of a partial transfer, the Company shall issue to the new holders one (1) or more appropriate new warrants.

14. Governing Law. This Warrant shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware.

15. Successors and Assigns. The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the holders hereof and their respective successors and assigns.

16. Counterparts. This Warrant may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Titles and Subtitles. The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

18. Notices.

(a) All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses set forth on the signature pages hereto (or at such other addresses as shall be specified by notice given in accordance with this Section 18).

(b) Prior to the expiration of this Warrant, in the event the Company shall authorize (1) the voluntary liquidation, dissolution or winding up of the Company; or (2) any transaction resulting in the expiration of this Warrant; the Company shall send to the Holder of this Warrant at least ten (10) days prior written notice of the expected effective date of any such other event specified in clause (1) or (2), as applicable. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent of the Holder of this Warrant.

19. Finder's Fee. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with the issuance of this Warrant. The Holder agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Holder or any of its officers, stockholders, employees or representatives is responsible. The Company agrees to indemnify and hold harmless the Holder from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, stockholders, employees or representatives is responsible.

20. Amendments and Waivers. This Warrant may be amended, waived, or modified only by written consent of the Company and the Holder. The observance of any term of this Warrant may also be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Holder.

21. Severability. If any provision of this Warrant is held to be unenforceable under applicable law, such provision shall be excluded from this Warrant and the balance of the Warrant shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

22. No Impairment. The Company will not, by any voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant to be observed or performed by the Company, but will at all times in good faith assist in the carrying out of all the

provisions of this Warrant and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Warrant against impairment.

[Remainder of Page Intentionally Left blank]

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date first written above.

INFINITE REALITY, INC.
a Delaware corporation

By: /s/ John Acunto
Name: John Acunto
Title: CEO

ACKNOWLEDGED AND AGREED: HOLDER

GREENIDGE GENERATION HOLDINGS, INC.

By: /s/ Jordan Kovler
Name: Jordan Kovler
Title: CEO

Greenidge Generation Holdings and Infinite Reality Announce New Partnership and Equity Swap

Greenidge Will be the Exclusive Provider of Specialized Infrastructure for Infinite Reality, Including Datacenter GPUs for AI and Immersive Experiences Via the Launch of "GreenidgeAI"

Infinite Reality Will Further Support Greenidge's Growth by Utilizing Its Low-Cost Power and Superior Engineering Services

Greenidge and Infinite Reality Will Evaluate Projects to Deliver Enhanced Offerings Related to AI and Immersive Experiences

Fairfield, Conn. – December 12, 2023 – Greenidge Generation Holdings Inc. (NASDAQ: GREE) ("Greenidge" or the "Company"), a vertically-integrated cryptocurrency datacenter and power generation company, today announced that it has entered into a partnership and share exchange with Infinite Reality, Inc. ("iR"), the global leader powering virtual immersive experiences serving clients such as Warner Bros. Discovery, Inc., Vodafone Group plc and Universal Music Group N.V. With this transformative partnership, Greenidge is also announcing the launch of its new service offering, GreenidgeAI.

GreenidgeAI will be the exclusive provider to iR in the United States and Canada of specialized infrastructure, including datacenters utilizing graphic processing units ("GPUs") to support generative Artificial Intelligence ("AI") workstreams, including metaverse experiences and other applications requiring high performance computing ("HPC"). Additionally, Greenidge and iR will explore jointly designing and building a new datacenter to enhance iR's offerings, spearhead its growth and provide clients with lower-cost GPU access. This effort will be powered by Greenidge's access to low-cost power and leading engineers with experience designing and building datacenters.

Jordan Kovler, CEO of Greenidge commented, "I am thrilled by the opportunities that lie ahead with the launch of GreenidgeAI. Entering the AI datacenter space has been a strategic focus of ours and, as such, we have been thoughtful in our search for the right long-term partner, one strategically aligned and with a skilled team to complement Greenidge's resources. We believe that we have found that partner in John and the entire iR team. The launch of GreenidgeAI augments our focus on improving our capital structure – having recently reduced over $85 million in secured debt – and ensures that Greenidge is well-positioned for future growth to drive shareholder value."

"We are excited to start working with Greenidge as we continue growing our capabilities to power cinematic-quality immersive experiences for our clients. This partnership provides us datacenters right where the power and server generation occurs and gives us direct access to their amazing team of engineers. The Greenidge team will provide iR and its clients with customized state-of-the-art datacenter solutions designed specifically for AI and powering immersive experiences," said John Acunto, CEO of iR.

“These customized solutions are necessary as more and more companies begin to realize that AI is transforming everything, but AI is nothing without data. iR's entire platform allows brands and creators to own their own data, own their own experiences and own their customer interactions. The partnership will expedite our growth and provide us with greater ability to innovate for our clients and serve them the best experiences for their targeted audiences, while removing big tech’s stranglehold on the cost of data. Outside of the current framework, we look forward to working with Jordan and the Greenidge team on entrepreneurial ventures that will position both companies exceptionally well for a long-lasting relationship in other profitable business lines,” added Acunto.

Partnership Details

Pursuant to the partnership between Greenidge and iR:

- Greenidge will provide infrastructure and GPU needs for iR clients, while iR will receive a profit share on Greenidge datacenters and preferred pricing for its own internal datacenter needs.
- Greenidge and iR will evaluate developing a new datacenter.
- Greenidge will add a new, fast-growing service offering to supplement its current mix of Bitcoin self-mining, hosting, EPCM (Engineering, Procurement and Construction Management) and O&M (Operations and Maintenance) services.
- iR has the ability to leverage Greenidge’s access to additional sources of low-cost power as needed.
- iR’s brands are empowered and enabled to take control of their data and improve performance, while reducing iR’s costs and improving profit margins.
- iR is able to better serve its clients in a fast-growing industry and continue to accelerate audience engagement through cinematic-quality virtual environments, while being the only player in the space to provide brands with direct access to their audiences and customer data.

Equity Swap Agreement

- Provides for iR obtaining shares of Greenidge valued at $8.33 per share in exchange for an equivalent amount of iR stock reflecting a $2.5 billion valuation.
- Greenidge granting iR a one-year warrant to purchase shares of Greenidge stock at $7.00 per share, the proceeds of which will be used by Greenidge in connection with the development of a new datacenter.
- iR granting Greenidge a one-year warrant to purchase an equivalent value of iR shares, reflecting a $2.5 billion valuation of iR, the proceeds of which will be used for general working capital purposes.

GreenidgeAI plans to begin taking external customer orders in 2024 as the Company grows beyond the partnership with iR and is currently in the process of designing and planning the buildout of AI datacenters, in conjunction with securing agreements for the purchase of NVIDIA H100 and L40 GPUs.

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About Greenidge Generation Holdings Inc.

Greenidge Generation Holdings Inc. (NASDAQ: GREE) is a vertically integrated power generation company, focusing on cryptocurrency mining, infrastructure development, engineering, procurement, construction management, operations and maintenance of sites.

About Infinite Reality

Infinite Reality (“iR”) is an innovative technology and entertainment company specializing in the development of cutting-edge, AI-powered immersive experiences. iR’s immersive experiences enable brands and creators to fully control the ways in which they distribute content, engage audiences, and commercialize their creations, while also giving them ownership over their data. With its deep expertise in Hollywood production, iR develops immersive experiences that maximize the value between brands, content, and audiences and redefine the possibilities in connected digital environments. The Creative Services and Advisory teams advise, manage, design, and oversee custom builds, leveraging the Technology team’s platform development expertise. The Entertainment and Content Creation division produces breathtaking original content and live events featuring the world’s most in-demand talent. iR’s Agency attracts, cultivates, and builds client audiences while iR’s digitally native brands, including premier influencer management agency TalentX Entertainment, increase awareness and adoption of immersive opportunities.

Forward-Looking Statements

This press release includes certain statements that may constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are forward-looking statements for purposes of federal and state securities laws. These forward-looking statements involve uncertainties that could significantly affect Greenidge’s financial or operating results. These forward-looking statements may be identified by terms such as “anticipate,” “believe,” “continue,” “foresee,” “expect,” “intend,” “plan,” “may,” “will,” “would,” “could,” and “should,” and the negative of these terms or other similar expressions. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Forward-looking statements in this press release include, among other things, statements regarding the business plan, business strategy and operations of Greenidge in the future. In addition, all statements that address operating performance and future performance, events or developments that are expected or anticipated to occur in the future are forward-looking statements. Forward-looking statements are subject to a number of risks, uncertainties and assumptions. Matters and factors that could cause actual results to differ materially from those expressed or implied in such forward-looking statements include but are not limited to the matters and factors described in Part I, Item 1A. “Risk Factors” of Greenidge’s Annual Report on Form 10-K for the year ended December 31,

2022, Part II, Item 1A. “Risk Factors” of Greenidge’s Quarterly Report on Form-10-Q for the period ended September 30, 2023, and its other filings with the Securities and Exchange Commission. Consequently, all of the forward-looking statements made in this press release are qualified by the information contained under this caption. No assurance can be given that these are all of the factors that could cause actual results to vary materially from the forward-looking statements in this press release. You should not put undue reliance on forward-looking statements. No assurances can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do occur, the actual results, performance, or achievements of Greenidge could differ materially from the results expressed in, or implied by, any forward-looking statements. All forward-looking statements speak only as of the date of this press release and Greenidge does not assume any duty to update or revise any forward-looking statements included in this press release, whether as a result of new information, the occurrence of future events, uncertainties or otherwise, after the date of this press release.

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