THIS MASTER SUBSCRIPTION AGREEMENT ("**MSA**") GOVERNS THE USE AND ACCESS TO THE PRODUCTS AND SERVICES (AND ANY DATA DERIVED FROM ANY OF THE FOREGOING), AND ANY SUPPORT SERVICES, MADE AVAILABLE BY THE APPLICABLE CHAINALYSIS ENTITY SET FORTH IN AN ORDER, OR IF THERE IS NO ORDER, CHAINALYSIS INC. ("**CHAINALYSIS**") (EACH, A "**SERVICE**"; COLLECTIVELY, THE "**SERVICES**"). BY ACCEPTING THIS AGREEMENT, BY: CLICKING, CHECKING A BOX, USING THE SERVICES, OR BY ACCEPTING AN ORDERING DOCUMENT (EACH, AN "**ORDER**") THAT REFERENCES THIS AGREEMENT, THE ACQUIRER OF THE SERVICES ("**LICENSEE**") AGREES TO THE TERMS OF THIS MSA. IF THE INDIVIDUAL IS ACCEPTING THIS MSA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, IT REPRESENTS AND WARRANTS THAT IT HAS THE FULL AUTHORITY TO BIND THE LICENSEE TO THIS MSA. IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH THIS MSA OR IF THE INDIVIDUAL DOES NOT HAVE THE AUTHORITY TO BIND LICENSEE, THEN SUCH INDIVIDUAL OR LICENSEE SHOULD NOT ACCEPT THIS MSA AND SHOULD NOT USE THE SERVICES. THIS MSA IS EFFECTIVE AS OF THE EARLIER OF: (I) THE DATE THAT LICENSEE ACCEPTS AN ORDER, OR (II) THE DATE ON WHICH LICENSEE BEGINS USING THE SERVICES (THE "**EFFECTIVE DATE**"). IN THE EVENT THERE IS AN EFFECTIVE ORDER BETWEEN THE PARTIES, THIS MSA, COLLECTIVELY WITH ANY ORDERS, WILL BE REFERRED TO AS THE "**AGREEMENT**". IN THE EVENT OF ANY CONFLICT BETWEEN THIS MSA AND ANY ORDER, THIS MSA WILL CONTROL UNLESS STATED OTHERWISE HEREIN.

1.   Rights and Restrictions.

1.1.   Services Use and Access. Subject to the terms and conditions of this Agreement and except as it relates to any Chainalysis Data or On-Premises Software which are licensed pursuant to Section 1.2 and Section 2.3, respectively, Chainalysis permits Licensee to access and use the Services in the quantities identified on the applicable Order during the Term (as defined in Section 5) solely for the purpose of analyzing digital asset transactions for Licensee's internal business purposes, in accordance with the Documentation (as defined below) (the "**Purpose**"). The Services may only be accessed by Authorized Users (as defined in Section 3.7.1).

1.2.   **Chainalysis Data**. Subject to the terms and conditions of this Agreement, Chainalysis hereby grants Licensee a worldwide, non-exclusive, non-transferable, non-sublicensable license to access and use Chainalysis Data during the Term solely for the Purpose. "**Chainalysis Data**" means: (i) data provided through any Services which is extracted or downloaded therefrom such that it is accessible outside of or without the Services or (ii) data, information, training materials, or reports that are otherwise provided by Chainalysis to Licensee pursuant to: (A) an Order, including any Deliverables (as defined in Section 2.2), or (B) any free Services that may be provided by Chainalysis without an Order. For the avoidance of doubt, any reference to "Services" shall include Chainalysis Data (except as used in Section 1.1 and Section 1.2).

1.3.   **General Restrictions**. Licensee shall not directly or indirectly: (i) use the Services in connection with any illegal or unauthorized purpose or in any manner that damages or interferes with the Services' operation; (ii) remove any copyright, trademark or other proprietary rights notices contained in the Documentation, the Services or any reports or outputs thereof, including the Chainalysis Data; (iii) sublicense, sell, lease (including on a service bureau basis), share, distribute, or transfer the Services or make it available to anyone that is not an Authorized User; (iv) extract or otherwise use data from the Services except as made available as part of the Services' normal functions, including bulk exports of Chainalysis Data; (v) modify, create derivative works of, reverse engineer, reverse compile, decompile or disassemble the Services, or any elements thereof (except to the extent such restriction is prohibited by applicable law); (vi) use or access the Services for competitive or benchmarking purposes; (vii) circumvent any security measures or use restrictions in the Services; (viii) employ or authorize a Chainalysis Competitor to use or view the Services; (ix) without limiting its obligations under Section 7, post, make public in any manner, or disclose to any third party (except its Representatives, in accordance with Section 7), any aspect of the Services, including photographs or screenshots thereof ("**Screenshots**") or Application Programming Interface ("**API**") keys; (x) use the Services to create a product or service with features that are substantially similar to, or that re-create, the features of any Chainalysis product or service, including the Services; or (xi) attempt to do any of the foregoing. At all times, Licensee will ensure that its Authorized Users comply with Chainalysis' Acceptable Use Policy ("**AUP**"), the current version of which is incorporated into this MSA by reference, as may be amended from time to time by Chainalysis (available at https://go.chainalysis.com/acceptable-use-policy or successor website). Chainalysis will provide notice to Licensee of any amendments to the AUP that would have a material, adverse impact on their ability to use the Services. If Chainalysis determines that Chainalysis Data may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, (i) Customer will follow Chainalysis' reasonable instructions, which may, depending on the circumstances, include deletion of Chainalysis Data and written confirmation thereof, and (ii) Chainalysis may discontinue Licensee's access to such Chainalysis Data through the Services. If Licensee or any of its employees, contractors or agents violates these restrictions or any other provision of this Agreement, or any Authorized User violates Chainalysis' Acceptable Use Policy, Chainalysis may suspend or block Licensee's or such Authorized User's access to the Services. "**Chainalysis Competitor**" means a person or entity in the business of developing, distributing, or commercializing software or Internet products or services substantially similar to or competitive with Chainalysis' products or services.

1.4.   **Service Restrictions.** Without limiting any other restrictions in this Agreement, as it relates to Licensee's use of any APIs, Licensee shall not, either directly or indirectly: (i) integrate Licensee's application or system with the Services through APIs other than the documented APIs expressly made available and permitted by Chainalysis for such use, (ii) use any robot,

spider, or automated process to scrape, crawl, index, or extract any aspect of the Services or Chainalysis Data, (iii) cache Chainalysis Data, (iv) interfere with or disrupt the APIs or the servers or network providing the APIs, (v) perform any action which has the effect of or with the intent of introducing to the Services any viruses, worms defects, Trojan Horses, malware, or any items of destructive nature, or (vi) take any action that may impose an unreasonable or disproportionately large load on Chainalysis infrastructure, as determined by Chainalysis. Chainalysis may, without notice, limit the number of requests Licensee may make to the API gateway of any API to protect the Chainalysis system or enforce reasonable limits on Licensee's use of an API and accordingly, specific throttling limits may be imposed and modified from time to time by Chainalysis.

2.0. Additional Service Terms

2.1. Business Data. To the extent Licensee is provided with access to Chainalysis Data obtained through Chainalysis' market intelligence or business data services, including Chainalysis Playbook ("**Business Data**"), without limiting the generality of the restrictions in this Agreement, Licensee may include conclusions it derives from Business Data in its charts, graphs, or reports to disclose to third parties, provided that Licensee conspicuously attributes Chainalysis as the source within the same medium of such conclusions. For the avoidance of doubt, Licensee may only disclose conclusions drawn from Business Data and shall not disclose any raw Business Data, itself, to any third parties.

2.2. Investigations and Professional Services. To the extent Licensee is provided with any Chainalysis Data in connection with Chainalysis investigators, including Chainalysis investigations and special programs, case support, incident response, and/or professional services ("Deliverables"; such services, "ISP"), without limiting any other restrictions in this Agreement, Deliverables may only be used by Licensee in connection with its investigation of illicit activities. Licensee agrees that (A) no part of its engagement for Services under this Agreement, including any engagement for Deliverables, is an agreement for a work made for hire and (B) Chainalysis retains full right, title, and interest to the Deliverables and the Deliverables are licensed to Licensee pursuant to Section 1.2. Notwithstanding anything to the contrary in this Agreement, (i) Licensee shall not use any Deliverables in a misleading manner or in connection with any purpose that is designed to generate revenue for Licensee and (ii) Licensee acknowledges that there is no guarantee of satisfactory results from any ISP services.

2.3. On Premises Software. The terms in this section shall apply to On-Premises Software to the extent it is provided to Licensee. **Subject to the terms and conditions of this Agreement,** Chainalysis hereby grants Licensee a worldwide, non-exclusive, non-transferable, non-sublicensable license to access and use any on-premises software in the quantities identified on the applicable Order ("**On-Premises Software**") during the Term solely for the Purpose. This license includes the right to use any modifications, improvements, or other new versions of the On-Premises Software made available to all On-Premises Software licensees as part of their initial standard services fee (each, an "**Update**"). Certain elements of On-Premises Software may be subject to "open source" or "free software licenses" ("**Open Source Software**") owned by third parties. Open Source Software is not licensed under this section and instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software and nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms of the applicable end-user license for such Open Source Software. Notwithstanding anything to the contrary in this Agreement, Section 3.1 shall not apply to On-Premises Software.

3.0. Use of the Services.

3.1. Chainalysis Responsibilities.

3.1.1. Support. Chainalysis will provide support to Licensee in accordance with the support policy available at http://go.chainalysis.com/support-policy which may be amended from time to time by Chainalysis ("Support Policy").

3.1.2. Security. Chainalysis will maintain appropriate administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of the Services and any Licensee Data (as defined in Section 6.2) stored on, or accessible via the Services. These safeguards include encryption of Licensee Data in transmission (using TLS or similar technologies).

3.1.3. Service Levels. Except as it relates to a "Launchpad" Orders (as denoted in the applicable Order), ISP, any test environment for Services, or as otherwise excluded in this Agreement, the Services will be available 99% of the time, measured monthly, excluding emergency maintenance, scheduled maintenance, interruption of Services due to updates, and any unavailability resulting from circumstances beyond Chainalysis' control, including without limitation, failures of Licensee's systems or networks, unavailability of the public Internet, unavailability in connection with integration partners, resellers, or other third parties, technical third-party issues, and Force Majeure Event (as defined in Section 11.2). Chainalysis will post notice of scheduled maintenance on the Services at least 1 day in advance. Chainalysis' temporary suspension of the Services in accordance with this Agreement will not be deemed to be an availability failure under this Section 3.1.3.

3.2. KnowledgeBase. The Knowledgebase is accessible to Licensee within each Service and contains information relevant to using the Services, including the then-current API documentation (the "**Documentation**") relating to the operation and use of the applicable Services, which may be amended from time to time by Chainalysis. Documentation for any On-Premises Software will be provided separately upon written request to the extent available. In the event of any conflict between the terms of this MSA and the Documentation, this MSA will control.

3.3.   Resellers. If Licensee orders Services via an authorized third party reseller ("**Reseller**"), Licensee authorizes Chainalysis to provide Reseller with access to Licensee's Authorized User credentials. As between Chainalysis and Licensee, Licensee is solely responsible for: (A) any access by Reseller to Licensee's Authorized User credentials and accounts and (B) defining in the agreement and/or order between Licensee and Reseller ("**Reseller Agreement**") any rights or obligations with respect to such relationship. Licensee's sole and exclusive recourse with respect to any rights or obligations set forth in the Reseller Agreement will be against the Reseller (unless Chainalysis has also directly granted such rights to Licensee in this Agreement). Additionally: (1) any Fees will be set between Licensee and Reseller and any payments will be made directly to Reseller under the terms of the Reseller Agreement unless the relationship between Chainalysis and Reseller is terminated, in which case Fees shall be paid directly to Chainalysis, (2) the duration of the Services will be set forth in the Reseller Agreement, which is subject at all times to Chainalysis' right to suspend and/or terminate Services in accordance with this Agreement, and (3) Chainalysis may share Licensee Confidential Information with Reseller as a Representative subject to Section 7 or as necessary for either party to provide any support services. If there is any conflict between the provisions of this Agreement and the Reseller Agreement, then the provisions of this Agreement prevail.

3.4.   Third-Party Products or Services. Chainalysis may provide Licensee with access to products, services, information, content, messages (including from other users of Chainalysis Services), or websites within or via the Services that are provided by third parties (collectively, "**Third-Party Products**"). Except as expressly provided herein any use by Licensee of Third-Party Products, and any exchange of data between Licensee and any provider of Third-Party Products, is solely between Licensee and the applicable third party and may be subject to additional terms, including terms of the relevant third party. If Licensee chooses to use a Third-Party Product, Licensee grants Chainalysis permission to allow the relevant third party provider to access Licensee Data and information about Licensee's usage of the Services as appropriate for the interoperation of such Third-Party Product with the Service. Notwithstanding anything to the contrary in this Agreement, Chainalysis shall have no liability in connection with Licensee's use of any Third-Party Products, including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. Chainalysis does not warrant (except to the extent, if any, as required by law) in any manner, including for accuracy or completeness, availability, or support Third-Party Products, except as explicitly specified in an Order and Licensee agrees that Third-Party Products are provided **AS-IS**.

3.5.   Trial and Beta Services. From time to time, Chainalysis may invite Licensee to use (A) a Trial (as defined below) or (B) services and/or features that are not generally available to Chainalysis' customers ("**Beta Services**"). A "**Trial**" means any Services that are described as such (or by a similar description), or where access thereto is provided to the Licensee free of charge or without an Order. Notwithstanding anything to the contrary in this Agreement, including the definition of "Purpose", and without limiting any other restrictions in this Agreement, Trials and Beta Services are solely for internal evaluation purposes, are not subject to the Support Policy, are not covered by any service level commitment and are provided **AS-IS**, exclusive of any warranty whatsoever, including for accuracy or completeness. Licensee acknowledges that Trials or Beta Services may be terminated at any time without notice, may be subject to additional terms, and Beta Services may never be made generally available. Notwithstanding anything to the contrary in this Agreement, Chainalysis will have no liability for any harm or damage arising out of or in connection with a Trial or Beta Service.

3.6.   Product Discontinuation. In the event Chainalysis intends to discontinue any Service, specific feature, coverage of any asset within a Service or the operation, support, or sale thereof, except to the extent discontinuation is in order to comply with applicable law or coverage of an asset is unavailable due to technical reasons, including protocol updates, Chainalysis shall give Licensee no less than three (3) months' advance written notice of such discontinuation and as Licensee's sole and exclusive remedy, Chainalysis will: (A) offer a replacement solution that is materially similar to the discontinued Service or asset, or (B) refund the portion of any prepaid fees applicable to the discontinued Service or asset.

3.7.   Licensee Responsibilities; Authorized User Credentials.

3.7.1. Authorized Users. "Authorized User" means a Licensee's or its affiliates' employees or contractors who have been authorized by Licensee to use the Services on Licensee's behalf in accordance with the terms of this Agreement, for whom Licensee has purchased access to the Services (or as it relates to any Services provided by Licensee without any Fees, for whom the Services have been provisioned by Chainalysis). Subject to the terms and conditions of this Agreement, Licensee may provide its Authorized Users with the ability to access and use the Services via a user account and login credentials. If the Services do not allow Licensee to provision Authorized Users as described in the preceding sentence, Chainalysis will facilitate provisioning such users at Licensee's direction. At all times, Licensee shall be responsible and liable for all acts or omissions of any users of its account (including its Authorized Users), its affiliates, and the employees, contractors, and agents of Licensee and its affiliates, in connection with this Agreement, as if such acts and omissions were Licensee's own acts or omissions. In the event a credential is required to access the Services, each Authorized User credential will be deemed to be a named Authorized User credential such that it may only be used by the single, originally named individual, which cannot be shared with other individuals ("**Named Authorized User**"), unless it is explicitly designated as a Concurrent Authorized User credential. A "**Concurrent Authorized User**" credential means up to five (5) Authorized Users may share and use each Concurrent Authorized User credential, provided that only 1 Authorized User may access the applicable Services at a time and each Authorized User under a Concurrent Authorized User credential must be an employee of the Licensee and not of any other party, including an affiliate. Without limiting any other rights it may have under this Agreement, Chainalysis may immediately suspend or revoke any Authorized User credentials if Chainalysis suspects in its sole reasonable discretion that credentials are being shared or being used by anyone other than an Authorized User or that Licensee is

circumventing a contractual usage limit. Licensee shall be responsible for removing Authorized User credentials for any Authorized Users no longer employed or, in the case of third-party personnel, actively engaged, by Licensee.

3.7.2. **Security.** Licensee shall use and maintain appropriate legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Services and to protect the Services from unauthorized access, disclosure, duplication, use, modification, or loss. Licensee shall notify Chainalysis promptly of any unauthorized access or use of the Services.

3.7.3. **Responsibility**. Licensee is responsible for any network or Internet connectivity required to access the Services over the Internet. Licensee consents to the processing and storage of Licensee Data and provision of the Services through the use of third parties (e.g., AWS, etc.). Subject to the terms of this Agreement, Chainalysis shall be responsible for the acts or omissions of such third parties as if it had been the performing party.

3.7.4. **Regulatory.** Notwithstanding anything to the contrary in this Agreement, Licensee shall not use the Services in connection with, or for the benefit of, provide Authorized User credentials to, or otherwise permit access to the Services by, any country, government, organization, entity, or person that is restricted by the HM Treasury Sanctions List, EU Consolidated List of Sanctions, United Nations Sanctions List, or any U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**") list (each, a "**Sanctioned Entity**").

4.0.   Consideration.

4.1.   Fees. Licensee shall pay to Chainalysis the amounts set forth on an Order (the "**Fees**"). Unless otherwise set forth on an Order, Fees are due within 30 days from the date of receipt of the relevant invoice, on an annual basis in advance. In the event an Order sets forth payment terms different than "annual" and Licensee is delinquent in fulfilling its payment obligations during the corresponding term, Licensee agrees that Chainalysis may, without limiting any of its rights hereunder, in its sole discretion, require Licensee to fulfill its payment obligations on an annual basis for any subsequent terms. In addition, Licensee will be responsible for any sales, use, excise, import or export, value added, or similar tax or duty not based on Chainalysis' income, including any penalties and interest, which may be assessed on the Fees. Notwithstanding anything stated to the contrary, any terms in any Licensee-generated order document (the "**Licensee PO**") (whether signed by neither, one, or both of the parties) shall be construed solely as evidence of Licensee's internal business processes, and shall be void and of no effect between the parties; provided, however, in the event the Licensee PO is the only effective ordering document between the parties, any payment obligations of Licensee thereof shall apply.

4.2.   Late Payments; Disputed Fees. Without limiting any other rights it may have, if the Fees are not received when due, Chainalysis may (i) assess a late payment charge of 1.5% per month or the maximum allowed by law, if less, and, (ii) upon notice of such overdue payment and Licensee's failure to provide payment within 5 days of such notice, suspend access to the Services until payment in full of all overdue Fees and late payments are received.

5.0.   Term and Termination.

5.1.   Term. This MSA will commence on the Effective Date and remain in effect until all Orders hereunder have expired or have been terminated in accordance with this Agreement. The term of each Order will commence on the Order start date specified therein and continue for the duration set forth in the applicable Order (which will be twelve (12) months from the Order Start Date if no such period is specified), unless earlier terminated as provided herein. Except as it relates to a "Launchpad" Orders, or as otherwise set forth in an Order, all Orders will automatically renew for successive twelve-month periods unless at least thirty (30) days prior to the expiration of the then-current Order term, either party provides written notice of non-renewal to the other party. All Order term(s) shall be collectively referred to as the "**Term**". Unless otherwise explicitly agreed to by the parties, following each Order term, Chainalysis may increase the Fees to Chainalysis' then current rates for the applicable Services (which, in Chainalysis' sole discretion, may be based on Licensee's transaction volume in the immediately preceding Order term), and the new Fees will be reflected in Licensee's next applicable invoice. Except as set forth in this Agreement, this MSA or any Order(s) are non-cancellable and may not be terminated by either party prior to the expiration of the then-current Order term.

5.2.   Termination. Either party may terminate this Agreement for a material breach of this Agreement by the other party that is not cured within 30 days following written notice thereof. In addition, Chainalysis may pre-emptively terminate this Agreement or any Order if its legal counsel has reasonably determined that Chainalysis' continued performance hereunder will or is likely to violate applicable laws or regulations, including economic and trade sanctions. In the event Chainalysis terminates this Agreement or any Order pursuant to the prior sentence, to the extent permitted by law, it will give Licensee as much notice as practicable and refund Licensee the portion of any prepaid Fees attributable to the terminated portion of this Agreement.

5.3.   Effect of Termination. Except as otherwise explicitly permitted to be maintained under this Agreement, upon the effective date of termination or expiration of this Agreement or any Order, Licensee shall immediately cease using and permanently delete, destroy or return all Services, Documentation, and Chainalysis Data and certify such deletion or destruction in writing to Chainalysis. Notwithstanding the foregoing obligation to delete Chainalysis Data, Licensee may retain Chainalysis Data solely for the purpose of maintaining internal diligence files pursuant to applicable laws and/or regulations following expiration or termination of this Agreement, provided that: (i) in each instance, Chainalysis Data was extracted or obtained through normal use of the Services prior to the effective date of expiration or termination, and (ii)

without limiting any other terms in this Agreement, Licensee's confidentiality, license restrictions, and use covenants shall survive any termination of this Agreement for so long as Licensee is using or retaining Chainalysis Data. If Licensee terminates without cause, or Chainalysis terminates with cause, Licensee shall not be entitled to a refund and Chainalysis may declare to be due and payable immediately any Fees that would otherwise become due and payable during the remainder of the term for the applicable Order(s) (in the absence of the termination). If Licensee terminates with cause, Chainalysis will refund the portion of any prepaid fees covering the remainder of the term of all terminated Orders after the effective date of termination. In no event will any termination relieve Licensee of its obligation to pay any Fees that have accrued, or for Services that have been provided, prior to the effective date of termination. Notwithstanding anything in this Agreement, Sections 4 (to the extent Fees remain unpaid), 5.3, 6, 7, 9, 10, 11 and any rights, obligation, or required performance of the parties in this Agreement which, by their terms or nature and context are intended to survive expiration or termination of this Agreement, will survive any expiration or termination of this Agreement even in the event of a breach.

6.0.   Intellectual Property and Personal Data.

6.1.   Services. Chainalysis owns and retains all right, title and interest (and all related intellectual property rights) now existing or later arising in connection with the Services. No rights are granted to Licensee hereunder other than as expressly set forth herein.

6.2.   Licensee Data. Notwithstanding anything in this Agreement, Licensee grants Chainalysis: (i) a non-exclusive, worldwide, royalty-free license to use any information made available through the Services or otherwise provided to Chainalysis in connection with this Agreement by Licensee or Authorized Users or any third parties acting on Licensee's behalf (collectively, "**Licensee Group**") to provide the Services, and (ii) without limiting the foregoing, a non-exclusive, worldwide, irrevocable, perpetual, royalty-free license to use any information or data in connection with, or related to, activity included in a public ledger associated with blockchain technology, including blockchain addresses, information or data used to identify cryptocurrency transactions (including the parties related thereto), transaction hashes and amounts for transactions made available to Chainalysis by the Licensee Group to provide, improve, enhance, develop, and offer services or products (the information in (i)–(ii), collectively, "**Licensee Data**"). Licensee represents and warrants that: (i) it owns or has the right to make Licensee Data available to Chainalysis as set forth hereunder; (ii) the foregoing license grant and posting and use of Licensee Data on or through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity or otherwise violate applicable law, or (B) breach any contract between Licensee and a third party or create a third-party beneficiary right; and (iii) except to the extent inextricable from the Licensee Data based on the nature of the blockchain technology or similar technologies, or as permitted by Chainalysis, Licensee Data will not include information that, alone or in combination with other information provided to Chainalysis by Licensee, can be used to identify an individual person. Licensee shall have sole responsibility for (1) the means by which Licensee acquired Licensee Data; and (2) the accuracy, quality, and legality of Licensee Data and communicating any changes thereof during the term if required by applicable law. Licensee will make reasonable efforts to assist Chainalysis with fulfilling any of Chainalysis' obligations under applicable privacy laws arising from the grant of Licensee Data hereunder.

6.3.   Feedback and Performance Data. Notwithstanding anything to the contrary in this Agreement, Licensee hereby grants Chainalysis a non-exclusive, worldwide, irrevocable, perpetual, royalty-free license to use any ideas, suggestions, messages, posts (including through a forum or community sharing feature), requests, comments, input (including input submitted through the identify cluster (or similarly named) feature), recommendations, corrections, enhancement requests, or other feedback provided by Licensee, its Authorized Users, its employees or agents ("**Feedback**") in connection with the Services or the operation of any other Chainalysis products or services to Chainalysis for any lawful purpose. Licensee acknowledges that it provides Feedback voluntarily, and Chainalysis has no obligation to use any Feedback. Without limiting any of its rights to own and process data about the use of its products and services, Chainalysis owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs.

6.4.   Personal Data. As it relates to Chainalysis Data that relates to an identified or identifiable person under applicable data privacy law, including the General Data Protection Regulation (EU) 2016/679 of April 27, 2016 ("**GDPR**"), the parties agree that Licensee and Chainalysis separately (and not jointly) determine the means and purposes of processing (in Chainalysis' case providing Chainalysis Data pursuant to this Agreement, and in Licensee's case using the Services for the Purpose). Licensee shall comply with all applicable privacy laws (including GDPR) in its use of the Services, including notifying Chainalysis of actual or reasonably suspected unauthorized access or disclosure of Chainalysis Data, and receipt of individuals' requests to exercise privacy rights as they relate to Chainalysis Data. In the event the parties are legally required to amend this Agreement in order to comply with applicable privacy laws, the parties will negotiate such amendments in good faith.

7.0.   Confidentiality.

7.1.   "Confidential Information" means any non-public material or information that one party (the "**Receiving Party**") receives from, or is provided access to by, the other party (the "**Disclosing Party**") during the Term, in any form or medium (whether oral, written, electronic or other), including the existence of Services or functionality not excluded by Section 7.2,

or other proprietary information, that is marked as confidential, or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure. For the avoidance of doubt, the existence of a relationship between the parties is not considered Confidential Information. The Receiving Party will: (i) only use Confidential Information as necessary or permitted under this Agreement; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, attorneys, investors, bankers, accountants, regulators applicable to it (in such case, solely for the purpose of demonstrating the Receiving Party's compliance with applicable laws), professional advisors and/or consultants ("**Representatives**") who are bound by obligations materially similar to this Section 7; and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but in no event using less than a reasonable degree of care. Following expiration or termination of this Agreement and upon written request from the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information. Nothing in this Agreement will require the destruction or return of Confidential Information permitted to be maintained under this Agreement or maintained on routine computer backup systems for archival purposes, provided that Confidential Information maintained for archival purposes will not be readily accessible. Notwithstanding any expiration or termination of this Agreement (or any provision hereunder), for so long as any Confidential Information is retained, it shall remain subject to this Section 7. The obligations in Section 7 will apply during and for two (2) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect for so long as the information is a trade secret.

7.2.   Exceptions. Confidential Information does not include any information that is: (i) in the public domain without an unauthorized act or failure to act on the Receiving Party; (ii) rightfully communicated to the Receiving Party by a third party not bound to keep such information confidential, whether prior to or following disclosure, (iii) independently developed by Receiving Party without reference to Confidential Information of the Disclosing Party; or (iv) approved for disclosure by the Disclosing Party. In addition, notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose Confidential Information to the limited extent required to comply with a subpoena, civil investigative order, the order of a court or other governmental body, or with applicable law (each, a "**Compelled Disclosure**"), provided that, to the extent permitted by law, the Receiving Party first gives written notice to the Disclosing Party prior to disclosing any Confidential Information. Subject to the terms of this Agreement, but without limiting the parties' rights under a Compelled Disclosure, in the event Licensee reasonably determines that the disclosure of Chainalysis Data, including any testimony related thereto, is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding to which it is a party (each, a "**Voluntary Disclosure**"), Licensee may disclose the relevant portions of such Chainalysis Data in a Voluntary Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Chainalysis at least ten (10) days prior to the Voluntary Disclosure; and (ii) obtain prior written consent from Chainalysis.

8.0.   Warranties and Disclaimer

8.1.   Mutual Representations and Warranties. Each party represents and warrants that it: (i) has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement of such party or any judgment, order, or decree by which it is bound, (ii) is compliant with the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act, the USA Patriot Act, and the laws administered by the U.S. Treasury Department OFAC, (iii) it is not owned or controlled by, or employs, any Sanctioned Entity, and (iv) it will comply with all laws and regulations applicable to its performance under this Agreement.

8.2.   Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6.2 and SECTION 8.1, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH PURPOSE), AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT SERVICES (AND INFORMATION PROVIDED THEREFROM) WILL BE ERROR-FREE, OR MEET LICENSEE'S REQUIREMENTS. WITHOUT LIMITING THIS SECTION, CHAINALYSIS MAKES THE SERVICES AVAILABLE ON AN **AS-IS** FOR THE AVOIDANCE OF DOUBT, LICENSEE AGREES THAT THERE IS NO OBLIGATION FOR CHAINALYSIS TO PROVIDE ANY INFORMATION TO LICENSEE OR TO ANY THIRD PARTY IN EXCESS OF WHAT IS AVAILABLE TO LICENSEE THROUGH THE SERVICES.

9.0.   Indemnification; Release

9.1.   Infringement. Chainalysis shall indemnify and hold harmless Licensee and its officers, directors and employees against any third-party claims for loss, cost, damage, expense or liability (including payment of reasonable attorneys' fees and court costs) caused by an allegation that Licensee's use of the Services, to the extent used in accordance with the Documentation and this Agreement, infringe the intellectual property rights of such third party, unless the alleged infringement arises in connection with (i) Licensee Data, (ii) Licensee's breach of this Agreement, (iii) Licensee's negligence or willful misconduct, or (iii) Licensee's unauthorized modification of the Services or use of the Services in combination with or in connection with any third party software, hardware, process, or data that is not provided as part of the applicable Chainalysis Service, or (iv) as it relates to a claim arising out of On-Premises Software, Licensee's failure to use an Update that was communicated to Licensee, or Open Source Software. The indemnification obligations in this section shall not apply to any claim in connection with a Trial, Beta Service or "Launchpad" Order.

9.2.   Alternative Remedy. If the Services or any element thereof is, or is likely to be, found to infringe any third-party intellectual property rights, Chainalysis, in its sole discretion, will either (i) procure the right for Licensee to continue to use the Services; or (ii) modify the Services to be non-infringing without materially diminishing its functionality. If neither (i) nor (ii) is commercially reasonable, Chainalysis may terminate the relevant Order by giving Licensee at least 30 days' prior written notice and, as Licensee's sole and exclusive remedy therefor, refund Licensee the portion of any prepaid Fees attributable to the terminated portion of the relevant Order term. The remedies in Sections 9.1 or 9.2 are Licensee's sole remedy, and Chainalysis' entire liability with respect to any indemnifiable claim set forth in those sections.

9.3.   Licensee Indemnification. Licensee shall indemnify and hold harmless Chainalysis and its officers, directors and employees against any third-party claims for loss, cost, damage, expense or liability (including payment of reasonable attorneys' fees and court costs) to the extent arising from, or in connection with, Licensee's: (i) breach of this Agreement; and/or (ii) negligence or a more culpable act.

9.4.   Procedures. The obligations in this Section 9 are contingent on the indemnified party: (i) promptly notifying in writing the indemnifying party of any indemnifiable claim provided that failure to so notify the indemnifying party shall not relieve it of its obligations in this Section 9 except to the extent that it can demonstrate it was materially prejudiced by such failure; (ii) granting the indemnifying party sole control over the defense and/or settlement of the Claims (provided that a settlement may not impose costs or liability on the indemnified party without its written consent); and (iii) providing reasonable assistance to the indemnifying party at the indemnifying party's expense.

10.0.   Limitation of Liability.

10.1.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT ARISING OUT OF LICENSEE'S PAYMENT OBLIGATIONS, OR IN CONNECTION WITH LICENSEE'S UNAUTHORIZED USE OR DISCLOSURE OF THE SERVICES OR CHAINALYSIS' INTELLECTUAL PROPERTY (COLLECTIVELY, THE "**EXCLUDED LIABILITIES**"), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR LOST PROFITS, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2.   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS IT RELATES TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT TO BE RECEIVED BY CHAINALYSIS IN CONNECTION WITH THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIABILITY LIMITATION.

10.3.   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT CONSTITUTE OR PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE. FURTHER, CHAINALYSIS PROVIDES REPORTING AND INFORMATION SERVICES ONLY AND HAS NO LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES. IN NO EVENT WILL CHAINALYSIS BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL VIOLATIONS IN CONNECTION WITH LICENSEE'S USE OF THE SERVICES OR FOR ANY CONTENT POSTED BY LICENSEE OR OTHER USERS IN ANY OF THE SERVICES.

11.0.   Miscellaneous.

11.1.   Government End Use Terms. If Licensee is a governmental or public entity, including the U.S. federal government or any department or agency or instrument of any federal, state or local governmental entity, Licensee acknowledges that the Services comprise commercial computer software as defined in FAR 2.101 and DFARS 252.227-7014(a)(1) or similar provision in applicable law or regulation, and that the Services and any related computer software documentation (as defined in FAR 2.101 and DFARS 252.227-7014(a)(5) or similar provision in applicable law or regulation) are provided subject to the terms and conditions herein and with only those rights that are expressly granted in this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through -4 or similar provision in applicable law or regulation. If and to the extent any provision of these terms is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law but to give maximum effect to the terms as written. Any Deliverables provided to Licensee that are not computer software or computer software documentation are commercial limited rights data provided in accordance with FAR 52.227-14, Alternate II, or, as applicable, DFARS 252.227-7013(b)(3) or DFARS 252.227-7015, or similar provision governing rights in commercial confidential or proprietary information or trade secrets in applicable law or regulation. If Licensee needs rights not granted under these terms, it must negotiate with Chainalysis to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

11.2.   General. This Agreement is governed by New York laws, excluding any applicable conflicts of law principles and the parties agree to exclusive jurisdiction of the courts in New York, New York. The prevailing party in any action arising out of this Agreement will be entitled to recover reasonable attorneys' fees and expenses incurred in resolving such action. Chainalysis may provide notices to Licensee under this Agreement by sending a message to an email address associated with Licensee's account. Licensee will deliver notices by email to legal@chainalysis.com. Titles and headings used in this Agreement are intended solely for convenience of reference and do not affect its meaning. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to effect the

parties' intention and the remaining provisions of this Agreement will be unaffected. References to "including" and words of similar important shall not be deemed to be terms of limitation but rather be deemed to be followed by the words "but not limited to". There are no third-party beneficiaries under this Agreement. If permitted by applicable law, each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. The parties are independent contractors and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless Chainalysis is informed otherwise in writing, Chainalysis may indicate that Licensee is a customer. This Agreement may not be modified except by a written instrument signed by both parties. A party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any assignment of this Agreement by Licensee without Chainalysis' prior written consent will be null and void, except an assignment to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of Licensee's assets, provided that Licensee may not assign this Agreement to a Chainalysis Competitor without Chainalysis' prior written consent. Subject to the foregoing, Licensee shall provide notice of any permitted assignment as soon as is practicable under the circumstances. Chainalysis may assign this Agreement without limitation. Except for any payment obligations under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by events beyond its reasonable control ("**Force Majeure Event**"), provided that the affected party takes commercially reasonable steps to mitigate the effect of such Force Majeure Event. This Agreement is the entire agreement between the parties with respect to the applicable Services and supersedes any prior agreements, proposals and understandings, express or implied, oral or written, about the same subject and for the avoidance of doubt, any existing Services between the parties shall be governed by this Agreement. In the event of any conflict between an Order and this MSA, unless stated otherwise in an Order, the terms of this MSA shall control; in the event of a conflict between this Agreement and any ISP agreement, this Agreement shall control.

THIS MASTER SUBSCRIPTION AGREEMENT ("**MSA**") GOVERNS THE USE AND ACCESS TO THE PRODUCTS AND SERVICES (AND ANY DATA DERIVED FROM ANY OF THE FOREGOING), AND ANY SUPPORT SERVICES, MADE AVAILABLE BY THE APPLICABLE CHAINALYSIS ENTITY SET FORTH IN AN ORDER, OR IF THERE IS NO ORDER, CHAINALYSIS INC. ("**CHAINALYSIS**") (EACH, A "**SERVICE**"; COLLECTIVELY, THE "**SERVICES**"). BY ACCEPTING THIS AGREEMENT, BY: CLICKING, CHECKING A BOX, USING THE SERVICES, OR BY ACCEPTING AN ORDERING DOCUMENT (EACH, AN "**ORDER**") THAT REFERENCES THIS AGREEMENT, THE ACQUIRER OF THE SERVICES ("**LICENSEE**") AGREES TO THE TERMS OF THIS MSA. IF THE INDIVIDUAL IS ACCEPTING THIS MSA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, IT REPRESENTS AND WARRANTS THAT IT HAS THE FULL AUTHORITY TO BIND THE LICENSEE TO THIS MSA. IF LICENSEE DOES NOT AGREE TO OR CANNOT COMPLY WITH THIS MSA OR IF THE INDIVIDUAL DOES NOT HAVE THE AUTHORITY TO BIND LICENSEE, THEN SUCH INDIVIDUAL OR LICENSEE SHOULD NOT ACCEPT THIS MSA AND SHOULD NOT USE THE SERVICES. THIS MSA IS EFFECTIVE AS OF THE EARLIER OF: (I) THE DATE THAT LICENSEE ACCEPTS AN ORDER, OR (II) THE DATE ON WHICH LICENSEE BEGINS USING THE SERVICES (THE "**EFFECTIVE DATE**"). IN THE EVENT THERE IS AN EFFECTIVE ORDER BETWEEN THE PARTIES, THIS MSA, COLLECTIVELY WITH ANY ORDERS, WILL BE REFERRED TO AS THE "**AGREEMENT**". IN THE EVENT OF ANY CONFLICT BETWEEN THIS MSA AND ANY ORDER, THIS MSA WILL CONTROL UNLESS STATED OTHERWISE HEREIN.

1.   Rights and Restrictions.

1.1.   Services Use and Access. Subject to the terms and conditions of this Agreement and except as it relates to any Chainalysis Data or On-Premises Software which are licensed pursuant to Section 1.2 and Section 2.3, respectively, Chainalysis permits Licensee to access and use the Services in the quantities identified on the applicable Order during the Term (as defined in Section 5) solely for the purpose of analyzing digital asset transactions for Licensee's internal business purposes, in accordance with the Documentation (as defined below) (the "**Purpose**"). The Services may only be accessed by Authorized Users (as defined in Section 3.7.1).

1.2.   **Chainalysis Data**. Subject to the terms and conditions of this Agreement, Chainalysis hereby grants Licensee a worldwide, non-exclusive, non-transferable, non-sublicensable license to access and use Chainalysis Data during the Term solely for the Purpose. "**Chainalysis Data**" means: (i) data provided through any Services which is extracted or downloaded therefrom such that it is accessible outside of or without the Services or (ii) data, information, training materials, or reports that are otherwise provided by Chainalysis to Licensee pursuant to: (A) an Order, including any Deliverables (as defined in Section 2.2), or (B) any free Services that may be provided by Chainalysis without an Order. For the avoidance of doubt, any reference to "Services" shall include Chainalysis Data (except as used in Section 1.1 and Section 1.2).

1.3.   **General Restrictions**. Licensee shall not directly or indirectly: (i) use the Services in connection with any illegal or unauthorized purpose or in any manner that damages or interferes with the Services' operation; (ii) remove any copyright, trademark or other proprietary rights notices contained in the Documentation, the Services or any reports or outputs thereof, including the Chainalysis Data; (iii) sublicense, sell, lease (including on a service bureau basis), share, distribute, or transfer the Services or make it available to anyone that is not an Authorized User; (iv) extract or otherwise use data from the Services except as made available as part of the Services' normal functions, including bulk exports of Chainalysis Data; (v) modify, create derivative works of, reverse engineer, reverse compile, decompile or disassemble the Services, or any elements thereof (except to the extent such restriction is prohibited by applicable law); (vi) use or access the Services for competitive or benchmarking purposes; (vii) circumvent any security measures or use restrictions in the Services; (viii) employ or authorize a Chainalysis Competitor to use or view the Services; (ix) without limiting its obligations under Section 7, post, make public in any manner, or disclose to any third party (except its Representatives, in accordance with Section 7), any aspect of the Services, including photographs or screenshots thereof ("**Screenshots**") or Application Programming Interface ("**API**") keys; (x) use the Services to create a product or service with features that are substantially similar to, or that re-create, the features of any Chainalysis product or service, including the Services; or (xi) attempt to do any of the foregoing. At all times, Licensee will ensure that its Authorized Users comply with Chainalysis' Acceptable Use Policy ("**AUP**"), the current version of which is incorporated into this MSA by reference, as may be amended from time to time by Chainalysis (available at https://go.chainalysis.com/acceptable-use-policy or successor website). Chainalysis will provide notice to Licensee of any amendments to the AUP that would have a material, adverse impact on their ability to use the Services. If Chainalysis determines that Chainalysis Data may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, (i) Customer will follow Chainalysis' reasonable instructions, which may, depending on the circumstances, include deletion of Chainalysis Data and written confirmation thereof, and (ii) Chainalysis may discontinue Licensee's access to such Chainalysis Data through the Services. If Licensee or any of its employees, contractors or agents violates these restrictions or any other provision of this Agreement, or any Authorized User violates Chainalysis' Acceptable Use Policy, Chainalysis may suspend or block Licensee's or such Authorized User's access to the Services. "**Chainalysis Competitor**" means a person or entity in the business of developing, distributing, or commercializing software or Internet products or services substantially similar to or competitive with Chainalysis' products or services.

1.4.   **Service Restrictions.** Without limiting any other restrictions in this Agreement, as it relates to Licensee's use of any APIs, Licensee shall not, either directly or indirectly: (i) integrate Licensee's application or system with the Services through APIs other than the documented APIs expressly made available and permitted by Chainalysis for such use, (ii) use any robot,

spider, or automated process to scrape, crawl, index, or extract any aspect of the Services or Chainalysis Data, (iii) cache Chainalysis Data, (iv) interfere with or disrupt the APIs or the servers or network providing the APIs, (v) perform any action which has the effect of or with the intent of introducing to the Services any viruses, worms defects, Trojan Horses, malware, or any items of destructive nature, or (vi) take any action that may impose an unreasonable or disproportionately large load on Chainalysis infrastructure, as determined by Chainalysis. Chainalysis may, without notice, limit the number of requests Licensee may make to the API gateway of any API to protect the Chainalysis system or enforce reasonable limits on Licensee's use of an API and accordingly, specific throttling limits may be imposed and modified from time to time by Chainalysis.

2.0. Additional Service Terms

2.1.   Business Data. To the extent Licensee is provided with access to Chainalysis Data obtained through Chainalysis' market intelligence or business data services, including Chainalysis Playbook ("**Business Data**"), without limiting the generality of the restrictions in this Agreement, Licensee may include conclusions it derives from Business Data in its charts, graphs, or reports to disclose to third parties, provided that Licensee conspicuously attributes Chainalysis as the source within the same medium of such conclusions. For the avoidance of doubt, Licensee may only disclose conclusions drawn from Business Data and shall not disclose any raw Business Data, itself, to any third parties.

2.2.   Investigations and Professional Services. To the extent Licensee is provided with any Chainalysis Data in connection with Chainalysis investigators, including Chainalysis investigations and special programs, case support, incident response, and/or professional services ("Deliverables"; such services, "ISP"), without limiting any other restrictions in this Agreement, Deliverables may only be used by Licensee in connection with its investigation of illicit activities. Licensee agrees that (A) no part of its engagement for Services under this Agreement, including any engagement for Deliverables, is an agreement for a work made for hire and (B) Chainalysis retains full right, title, and interest to the Deliverables and the Deliverables are licensed to Licensee pursuant to Section 1.2. Notwithstanding anything to the contrary in this Agreement, (i) Licensee shall not use any Deliverables in a misleading manner or in connection with any purpose that is designed to generate revenue for Licensee and (ii) Licensee acknowledges that there is no guarantee of satisfactory results from any ISP services.

2.3.   On Premises Software. The terms in this section shall apply to On-Premises Software to the extent it is provided to Licensee. **Subject to the terms and conditions of this Agreement,** Chainalysis hereby grants Licensee a worldwide, non-exclusive, non-transferable, non-sublicensable license to access and use any on-premises software in the quantities identified on the applicable Order ("**On-Premises Software**") during the Term solely for the Purpose. This license includes the right to use any modifications, improvements, or other new versions of the On-Premises Software made available to all On-Premises Software licensees as part of their initial standard services fee (each, an "**Update**"). Certain elements of On-Premises Software may be subject to "open source" or "free software licenses" ("**Open Source Software**") owned by third parties. Open Source Software is not licensed under this section and instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software and nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms of the applicable end-user license for such Open Source Software. Notwithstanding anything to the contrary in this Agreement, Section 3.1 shall not apply to On-Premises Software.

3.0.   Use of the Services.

3.1.   Chainalysis Responsibilities.

3.1.1. Support. Chainalysis will provide support to Licensee in accordance with the support policy available at http://go.chainalysis.com/support-policy which may be amended from time to time by Chainalysis ("Support Policy").

3.1.2. Security. Chainalysis will maintain appropriate administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of the Services and any Licensee Data (as defined in Section 6.2) stored on, or accessible via the Services. These safeguards include encryption of Licensee Data in transmission (using TLS or similar technologies).

3.1.3. Service Levels. Except as it relates to a "Launchpad" Orders (as denoted in the applicable Order), ISP, any test environment for Services, or as otherwise excluded in this Agreement, the Services will be available 99% of the time, measured monthly, excluding emergency maintenance, scheduled maintenance, interruption of Services due to updates, and any unavailability resulting from circumstances beyond Chainalysis' control, including without limitation, failures of Licensee's systems or networks, unavailability of the public Internet, unavailability in connection with integration partners, resellers, or other third parties, technical third-party issues, and Force Majeure Event (as defined in Section 11.2). Chainalysis will post notice of scheduled maintenance on the Services at least 1 day in advance. Chainalysis' temporary suspension of the Services in accordance with this Agreement will not be deemed to be an availability failure under this Section 3.1.3.

3.2.   KnowledgeBase. The Knowledgebase is accessible to Licensee within each Service and contains information relevant to using the Services, including the then-current API documentation (the "**Documentation**") relating to the operation and use of the applicable Services, which may be amended from time to time by Chainalysis. Documentation for any On-Premises Software will be provided separately upon written request to the extent available. In the event of any conflict between the terms of this MSA and the Documentation, this MSA will control.

3.3. Resellers. If Licensee orders Services via an authorized third party reseller ("**Reseller**"), Licensee authorizes Chainalysis to provide Reseller with access to Licensee's Authorized User credentials. As between Chainalysis and Licensee, Licensee is solely responsible for: (A) any access by Reseller to Licensee's Authorized User credentials and accounts and (B) defining in the agreement and/or order between Licensee and Reseller ("**Reseller Agreement**") any rights or obligations with respect to such relationship. Licensee's sole and exclusive recourse with respect to any rights or obligations set forth in the Reseller Agreement will be against the Reseller (unless Chainalysis has also directly granted such rights to Licensee in this Agreement). Additionally: (1) any Fees will be set between Licensee and Reseller and any payments will be made directly to Reseller under the terms of the Reseller Agreement unless the relationship between Chainalysis and Reseller is terminated, in which case Fees shall be paid directly to Chainalysis, (2) the duration of the Services will be set forth in the Reseller Agreement, which is subject at all times to Chainalysis' right to suspend and/or terminate Services in accordance with this Agreement, and (3) Chainalysis may share Licensee Confidential Information with Reseller as a Representative subject to Section 7 or as necessary for either party to provide any support services. If there is any conflict between the provisions of this Agreement and the Reseller Agreement, then the provisions of this Agreement prevail.

3.4. Third-Party Products or Services. Chainalysis may provide Licensee with access to products, services, information, content, messages (including from other users of Chainalysis Services), or websites within or via the Services that are provided by third parties (collectively, "**Third-Party Products**"). Except as expressly provided herein any use by Licensee of Third-Party Products, and any exchange of data between Licensee and any provider of Third-Party Products, is solely between Licensee and the applicable third party and may be subject to additional terms, including terms of the relevant third party. If Licensee chooses to use a Third-Party Product, Licensee grants Chainalysis permission to allow the relevant third party provider to access Licensee Data and information about Licensee's usage of the Services as appropriate for the interoperation of such Third-Party Product with the Service. Notwithstanding anything to the contrary in this Agreement, Chainalysis shall have no liability in connection with Licensee's use of any Third-Party Products, including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. Chainalysis does not warrant (except to the extent, if any, as required by law) in any manner, including for accuracy or completeness, availability, or support Third-Party Products, except as explicitly specified in an Order and Licensee agrees that Third-Party Products are provided **AS-IS**.

3.5. Trial and Beta Services. From time to time, Chainalysis may invite Licensee to use (A) a Trial (as defined below) or (B) services and/or features that are not generally available to Chainalysis' customers ("**Beta Services**"). A "**Trial**" means any Services that are described as such (or by a similar description), or where access thereto is provided to the Licensee free of charge or without an Order. Notwithstanding anything to the contrary in this Agreement, including the definition of "Purpose", and without limiting any other restrictions in this Agreement, Trials and Beta Services are solely for internal evaluation purposes, are not subject to the Support Policy, are not covered by any service level commitment and are provided **AS-IS**, exclusive of any warranty whatsoever, including for accuracy or completeness. Licensee acknowledges that Trials or Beta Services may be terminated at any time without notice, may be subject to additional terms, and Beta Services may never be made generally available. Notwithstanding anything to the contrary in this Agreement, Chainalysis will have no liability for any harm or damage arising out of or in connection with a Trial or Beta Service.

3.6. Product Discontinuation. In the event Chainalysis intends to discontinue any Service, specific feature, coverage of any asset within a Service or the operation, support, or sale thereof, except to the extent discontinuation is in order to comply with applicable law or coverage of an asset is unavailable due to technical reasons, including protocol updates, Chainalysis shall give Licensee no less than three (3) months' advance written notice of such discontinuation and as Licensee's sole and exclusive remedy, Chainalysis will: (A) offer a replacement solution that is materially similar to the discontinued Service or asset, or (B) refund the portion of any prepaid fees applicable to the discontinued Service or asset.

3.7. Licensee Responsibilities; Authorized User Credentials.

3.7.1. Authorized Users. "Authorized User" means a Licensee's or its affiliates' employees or contractors who have been authorized by Licensee to use the Services on Licensee's behalf in accordance with the terms of this Agreement, for whom Licensee has purchased access to the Services (or as it relates to any Services provided by Licensee without any Fees, for whom the Services have been provisioned by Chainalysis). Subject to the terms and conditions of this Agreement, Licensee may provide its Authorized Users with the ability to access and use the Services via a user account and login credentials. If the Services do not allow Licensee to provision Authorized Users as described in the preceding sentence, Chainalysis will facilitate provisioning such users at Licensee's direction. At all times, Licensee shall be responsible and liable for all acts or omissions of any users of its account (including its Authorized Users), its affiliates, and the employees, contractors, and agents of Licensee and its affiliates, in connection with this Agreement, as if such acts and omissions were Licensee's own acts or omissions. In the event a credential is required to access the Services, each Authorized User credential will be deemed to be a named Authorized User credential such that it may only be used by the single, originally named individual, which cannot be shared with other individuals ("**Named Authorized User**"), unless it is explicitly designated as a Concurrent Authorized User credential. A "**Concurrent Authorized User**" credential means up to five (5) Authorized Users may share and use each Concurrent Authorized User credential, provided that only 1 Authorized User may access the applicable Services at a time and each Authorized User under a Concurrent Authorized User credential must be an employee of the Licensee and not of any other party, including an affiliate. Without limiting any other rights it may have under this Agreement, Chainalysis may immediately suspend or revoke any Authorized User credentials if Chainalysis suspects in its sole reasonable discretion that credentials are being shared or being used by anyone other than an Authorized User or that Licensee is

circumventing a contractual usage limit. Licensee shall be responsible for removing Authorized User credentials for any Authorized Users no longer employed or, in the case of third-party personnel, actively engaged, by Licensee.

3.7.2. **Security.** Licensee shall use and maintain appropriate legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Services and to protect the Services from unauthorized access, disclosure, duplication, use, modification, or loss. Licensee shall notify Chainalysis promptly of any unauthorized access or use of the Services.

3.7.3. **Responsibility**. Licensee is responsible for any network or Internet connectivity required to access the Services over the Internet. Licensee consents to the processing and storage of Licensee Data and provision of the Services through the use of third parties (e.g., AWS, etc.). Subject to the terms of this Agreement, Chainalysis shall be responsible for the acts or omissions of such third parties as if it had been the performing party.

3.7.4. **Regulatory.** Notwithstanding anything to the contrary in this Agreement, Licensee shall not use the Services in connection with, or for the benefit of, provide Authorized User credentials to, or otherwise permit access to the Services by, any country, government, organization, entity, or person that is restricted by the HM Treasury Sanctions List, EU Consolidated List of Sanctions, United Nations Sanctions List, or any U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**") list (each, a "**Sanctioned Entity**").

4.0.   Consideration.

4.1.   Fees. Licensee shall pay to Chainalysis the amounts set forth on an Order (the "**Fees**"). Unless otherwise set forth on an Order, Fees are due within 30 days from the date of receipt of the relevant invoice, on an annual basis in advance. In the event an Order sets forth payment terms different than "annual" and Licensee is delinquent in fulfilling its payment obligations during the corresponding term, Licensee agrees that Chainalysis may, without limiting any of its rights hereunder, in its sole discretion, require Licensee to fulfill its payment obligations on an annual basis for any subsequent terms. In addition, Licensee will be responsible for any sales, use, excise, import or export, value added, or similar tax or duty not based on Chainalysis' income, including any penalties and interest, which may be assessed on the Fees. Notwithstanding anything stated to the contrary, any terms in any Licensee-generated order document (the "**Licensee PO**") (whether signed by neither, one, or both of the parties) shall be construed solely as evidence of Licensee's internal business processes, and shall be void and of no effect between the parties; provided, however, in the event the Licensee PO is the only effective ordering document between the parties, any payment obligations of Licensee thereof shall apply.

4.2.   Late Payments; Disputed Fees. Without limiting any other rights it may have, if the Fees are not received when due, Chainalysis may (i) assess a late payment charge of 1.5% per month or the maximum allowed by law, if less, and, (ii) upon notice of such overdue payment and Licensee's failure to provide payment within 5 days of such notice, suspend access to the Services until payment in full of all overdue Fees and late payments are received.

5.0.   Term and Termination.

5.1.   Term. This MSA will commence on the Effective Date and remain in effect until all Orders hereunder have expired or have been terminated in accordance with this Agreement. The term of each Order will commence on the Order start date specified therein and continue for the duration set forth in the applicable Order (which will be twelve (12) months from the Order Start Date if no such period is specified), unless earlier terminated as provided herein. Except as it relates to a "Launchpad" Orders, or as otherwise set forth in an Order, all Orders will automatically renew for successive twelve-month periods unless at least thirty (30) days prior to the expiration of the then-current Order term, either party provides written notice of non-renewal to the other party. All Order term(s) shall be collectively referred to as the "**Term**". Unless otherwise explicitly agreed to by the parties, following each Order term, Chainalysis may increase the Fees to Chainalysis' then current rates for the applicable Services (which, in Chainalysis' sole discretion, may be based on Licensee's transaction volume in the immediately preceding Order term), and the new Fees will be reflected in Licensee's next applicable invoice. Except as set forth in this Agreement, this MSA or any Order(s) are non-cancellable and may not be terminated by either party prior to the expiration of the then-current Order term.

5.2.   Termination. Either party may terminate this Agreement for a material breach of this Agreement by the other party that is not cured within 30 days following written notice thereof. In addition, Chainalysis may pre-emptively terminate this Agreement or any Order if its legal counsel has reasonably determined that Chainalysis' continued performance hereunder will or is likely to violate applicable laws or regulations, including economic and trade sanctions. In the event Chainalysis terminates this Agreement or any Order pursuant to the prior sentence, to the extent permitted by law, it will give Licensee as much notice as practicable and refund Licensee the portion of any prepaid Fees attributable to the terminated portion of this Agreement.

5.3.   Effect of Termination. Except as otherwise explicitly permitted to be maintained under this Agreement, upon the effective date of termination or expiration of this Agreement or any Order, Licensee shall immediately cease using and permanently delete, destroy or return all Services, Documentation, and Chainalysis Data and certify such deletion or destruction in writing to Chainalysis. Notwithstanding the foregoing obligation to delete Chainalysis Data, Licensee may retain Chainalysis Data solely for the purpose of maintaining internal diligence files pursuant to applicable laws and/or regulations following expiration or termination of this Agreement, provided that: (i) in each instance, Chainalysis Data was extracted or obtained through normal use of the Services prior to the effective date of expiration or termination, and (ii)

without limiting any other terms in this Agreement, Licensee's confidentiality, license restrictions, and use covenants shall survive any termination of this Agreement for so long as Licensee is using or retaining Chainalysis Data. If Licensee terminates without cause, or Chainalysis terminates with cause, Licensee shall not be entitled to a refund and Chainalysis may declare to be due and payable immediately any Fees that would otherwise become due and payable during the remainder of the term for the applicable Order(s) (in the absence of the termination). If Licensee terminates with cause, Chainalysis will refund the portion of any prepaid fees covering the remainder of the term of all terminated Orders after the effective date of termination. In no event will any termination relieve Licensee of its obligation to pay any Fees that have accrued, or for Services that have been provided, prior to the effective date of termination. Notwithstanding anything in this Agreement, Sections 4 (to the extent Fees remain unpaid), 5.3, 6, 7, 9, 10, 11 and any rights, obligation, or required performance of the parties in this Agreement which, by their terms or nature and context are intended to survive expiration or termination of this Agreement, will survive any expiration or termination of this Agreement even in the event of a breach.

6.0.   Intellectual Property and Personal Data.
6.1.   Services. Chainalysis owns and retains all right, title and interest (and all related intellectual property rights) now existing or later arising in connection with the Services. No rights are granted to Licensee hereunder other than as expressly set forth herein.

6.2.   Licensee Data. Notwithstanding anything in this Agreement, Licensee grants Chainalysis: (i) a non-exclusive, worldwide, royalty-free license to use any information made available through the Services or otherwise provided to Chainalysis in connection with this Agreement by Licensee or Authorized Users or any third parties acting on Licensee's behalf (collectively, "**Licensee Group**") to provide the Services, and (ii) without limiting the foregoing, a non-exclusive, worldwide, irrevocable, perpetual, royalty-free license to use any information or data in connection with, or related to, activity included in a public ledger associated with blockchain technology, including blockchain addresses, information or data used to identify cryptocurrency transactions (including the parties related thereto), transaction hashes and amounts for transactions made available to Chainalysis by the Licensee Group to provide, improve, enhance, develop, and offer services or products (the information in (i)–(ii), collectively, "**Licensee Data**"). Licensee represents and warrants that: (i) it owns or has the right to make Licensee Data available to Chainalysis as set forth hereunder; (ii) the foregoing license grant and posting and use of Licensee Data on or through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity or otherwise violate applicable law, or (B) breach any contract between Licensee and a third party or create a third-party beneficiary right; and (iii) except to the extent inextricable from the Licensee Data based on the nature of the blockchain technology or similar technologies, or as permitted by Chainalysis, Licensee Data will not include information that, alone or in combination with other information provided to Chainalysis by Licensee, can be used to identify an individual person. Licensee shall have sole responsibility for (1) the means by which Licensee acquired Licensee Data; and (2) the accuracy, quality, and legality of Licensee Data and communicating any changes thereof during the term if required by applicable law. Licensee will make reasonable efforts to assist Chainalysis with fulfilling any of Chainalysis' obligations under applicable privacy laws arising from the grant of Licensee Data hereunder.

6.3.   Feedback and Performance Data. Notwithstanding anything to the contrary in this Agreement, Licensee hereby grants Chainalysis a non-exclusive, worldwide, irrevocable, perpetual, royalty-free license to use any ideas, suggestions, messages, posts (including through a forum or community sharing feature), requests, comments, input (including input submitted through the identify cluster (or similarly named) feature), recommendations, corrections, enhancement requests, or other feedback provided by Licensee, its Authorized Users, its employees or agents ("**Feedback**") in connection with the Services or the operation of any other Chainalysis products or services to Chainalysis for any lawful purpose. Licensee acknowledges that it provides Feedback voluntarily, and Chainalysis has no obligation to use any Feedback. Without limiting any of its rights to own and process data about the use of its products and services, Chainalysis owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs.

6.4.   Personal Data. As it relates to Chainalysis Data that relates to an identified or identifiable person under applicable data privacy law, including the General Data Protection Regulation (EU) 2016/679 of April 27, 2016 ("**GDPR**"), the parties agree that Licensee and Chainalysis separately (and not jointly) determine the means and purposes of processing (in Chainalysis' case providing Chainalysis Data pursuant to this Agreement, and in Licensee's case using the Services for the Purpose). Licensee shall comply with all applicable privacy laws (including GDPR) in its use of the Services, including notifying Chainalysis of actual or reasonably suspected unauthorized access or disclosure of Chainalysis Data, and receipt of individuals' requests to exercise privacy rights as they relate to Chainalysis Data. In the event the parties are legally required to amend this Agreement in order to comply with applicable privacy laws, the parties will negotiate such amendments in good faith.

7.0.   Confidentiality.
7.1.   "Confidential Information" means any non-public material or information that one party (the "**Receiving Party**") receives from, or is provided access to by, the other party (the "**Disclosing Party**") during the Term, in any form or medium (whether oral, written, electronic or other), including the existence of Services or functionality not excluded by Section 7.2,

or other proprietary information, that is marked as confidential, or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure. For the avoidance of doubt, the existence of a relationship between the parties is not considered Confidential Information. The Receiving Party will: (i) only use Confidential Information as necessary or permitted under this Agreement; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, attorneys, investors, bankers, accountants, regulators applicable to it (in such case, solely for the purpose of demonstrating the Receiving Party's compliance with applicable laws), professional advisors and/or consultants ("**Representatives**") who are bound by obligations materially similar to this Section 7; and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but in no event using less than a reasonable degree of care. Following expiration or termination of this Agreement and upon written request from the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information. Nothing in this Agreement will require the destruction or return of Confidential Information permitted to be maintained under this Agreement or maintained on routine computer backup systems for archival purposes, provided that Confidential Information maintained for archival purposes will not be readily accessible. Notwithstanding any expiration or termination of this Agreement (or any provision hereunder), for so long as any Confidential Information is retained, it shall remain subject to this Section 7. The obligations in Section 7 will apply during and for two (2) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect for so long as the information is a trade secret.

7.2.   Exceptions. Confidential Information does not include any information that is: (i) in the public domain without an unauthorized act or failure to act on the Receiving Party; (ii) rightfully communicated to the Receiving Party by a third party not bound to keep such information confidential, whether prior to or following disclosure, (iii) independently developed by Receiving Party without reference to Confidential Information of the Disclosing Party; or (iv) approved for disclosure by the Disclosing Party. In addition, notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose Confidential Information to the limited extent required to comply with a subpoena, civil investigative order, the order of a court or other governmental body, or with applicable law (each, a "**Compelled Disclosure**"), provided that, to the extent permitted by law, the Receiving Party first gives written notice to the Disclosing Party prior to disclosing any Confidential Information. Subject to the terms of this Agreement, but without limiting the parties' rights under a Compelled Disclosure, in the event Licensee reasonably determines that the disclosure of Chainalysis Data, including any testimony related thereto, is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding to which it is a party (each, a "**Voluntary Disclosure**"), Licensee may disclose the relevant portions of such Chainalysis Data in a Voluntary Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Chainalysis at least ten (10) days prior to the Voluntary Disclosure; and (ii) obtain prior written consent from Chainalysis.

8.0.   Warranties and Disclaimer

8.1.   Mutual Representations and Warranties. Each party represents and warrants that it: (i) has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement of such party or any judgment, order, or decree by which it is bound, (ii) is compliant with the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act, the USA Patriot Act, and the laws administered by the U.S. Treasury Department OFAC, (iii) it is not owned or controlled by, or employs, any Sanctioned Entity, and (iv) it will comply with all laws and regulations applicable to its performance under this Agreement.

8.2.   Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6.2 and SECTION 8.1, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH PURPOSE), AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT SERVICES (AND INFORMATION PROVIDED THEREFROM) WILL BE ERROR-FREE, OR MEET LICENSEE'S REQUIREMENTS. WITHOUT LIMITING THIS SECTION, CHAINALYSIS MAKES THE SERVICES AVAILABLE ON AN **AS-IS** FOR THE AVOIDANCE OF DOUBT, LICENSEE AGREES THAT THERE IS NO OBLIGATION FOR CHAINALYSIS TO PROVIDE ANY INFORMATION TO LICENSEE OR TO ANY THIRD PARTY IN EXCESS OF WHAT IS AVAILABLE TO LICENSEE THROUGH THE SERVICES.

9.0.   Indemnification; Release

9.1.   Infringement. Chainalysis shall indemnify and hold harmless Licensee and its officers, directors and employees against any third-party claims for loss, cost, damage, expense or liability (including payment of reasonable attorneys' fees and court costs) caused by an allegation that Licensee's use of the Services, to the extent used in accordance with the Documentation and this Agreement, infringe the intellectual property rights of such third party, unless the alleged infringement arises in connection with (i) Licensee Data, (ii) Licensee's breach of this Agreement, (iii) Licensee's negligence or willful misconduct, or (iii) Licensee's unauthorized modification of the Services or use of the Services in combination with or in connection with any third party software, hardware, process, or data that is not provided as part of the applicable Chainalysis Service, or (iv) as it relates to a claim arising out of On-Premises Software, Licensee's failure to use an Update that was communicated to Licensee, or Open Source Software. The indemnification obligations in this section shall not apply to any claim in connection with a Trial, Beta Service or "Launchpad" Order.

9.2.   Alternative Remedy. If the Services or any element thereof is, or is likely to be, found to infringe any third-party intellectual property rights, Chainalysis, in its sole discretion, will either (i) procure the right for Licensee to continue to use the Services; or (ii) modify the Services to be non-infringing without materially diminishing its functionality. If neither (i) nor (ii) is commercially reasonable, Chainalysis may terminate the relevant Order by giving Licensee at least 30 days' prior written notice and, as Licensee's sole and exclusive remedy therefor, refund Licensee the portion of any prepaid Fees attributable to the terminated portion of the relevant Order term. The remedies in Sections 9.1 or 9.2 are Licensee's sole remedy, and Chainalysis' entire liability with respect to any indemnifiable claim set forth in those sections.

9.3.   Licensee Indemnification. Licensee shall indemnify and hold harmless Chainalysis and its officers, directors and employees against any third-party claims for loss, cost, damage, expense or liability (including payment of reasonable attorneys' fees and court costs) to the extent arising from, or in connection with, Licensee's: (i) breach of this Agreement; and/or (ii) negligence or a more culpable act.

9.4.   Procedures. The obligations in this Section 9 are contingent on the indemnified party: (i) promptly notifying in writing the indemnifying party of any indemnifiable claim provided that failure to so notify the indemnifying party shall not relieve it of its obligations in this Section 9 except to the extent that it can demonstrate it was materially prejudiced by such failure; (ii) granting the indemnifying party sole control over the defense and/or settlement of the Claims (provided that a settlement may not impose costs or liability on the indemnified party without its written consent); and (iii) providing reasonable assistance to the indemnifying party at the indemnifying party's expense.

10.0.   Limitation of Liability.

10.1.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT ARISING OUT OF LICENSEE'S PAYMENT OBLIGATIONS, OR IN CONNECTION WITH LICENSEE'S UNAUTHORIZED USE OR DISCLOSURE OF THE SERVICES OR CHAINALYSIS' INTELLECTUAL PROPERTY (COLLECTIVELY, THE "**EXCLUDED LIABILITIES**"), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR LOST PROFITS, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2.   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS IT RELATES TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT TO BE RECEIVED BY CHAINALYSIS IN CONNECTION WITH THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIABILITY LIMITATION.

10.3.   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT CONSTITUTE OR PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE. FURTHER, CHAINALYSIS PROVIDES REPORTING AND INFORMATION SERVICES ONLY AND HAS NO LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES. IN NO EVENT WILL CHAINALYSIS BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL VIOLATIONS IN CONNECTION WITH LICENSEE'S USE OF THE SERVICES OR FOR ANY CONTENT POSTED BY LICENSEE OR OTHER USERS IN ANY OF THE SERVICES.

11.0.   Miscellaneous.

11.1.   Government End Use Terms. If Licensee is a governmental or public entity, including the U.S. federal government or any department or agency or instrument of any federal, state or local governmental entity, Licensee acknowledges that the Services comprise commercial computer software as defined in FAR 2.101 and DFARS 252.227-7014(a)(1) or similar provision in applicable law or regulation, and that the Services and any related computer software documentation (as defined in FAR 2.101 and DFARS 252.227-7014(a)(5) or similar provision in applicable law or regulation) are provided subject to the terms and conditions herein and with only those rights that are expressly granted in this Agreement, consistent with FAR 12.212 and DFARS 227.7202-1 through -4 or similar provision in applicable law or regulation. If and to the extent any provision of these terms is so prohibited, such provision will be deemed modified only to the extent reasonably necessary to conform to applicable law but to give maximum effect to the terms as written. Any Deliverables provided to Licensee that are not computer software or computer software documentation are commercial limited rights data provided in accordance with FAR 52.227-14, Alternate II, or, as applicable, DFARS 252.227-7013(b)(3) or DFARS 252.227-7015, or similar provision governing rights in commercial confidential or proprietary information or trade secrets in applicable law or regulation. If Licensee needs rights not granted under these terms, it must negotiate with Chainalysis to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

11.2.   General. This Agreement is governed by New York laws, excluding any applicable conflicts of law principles and the parties agree to exclusive jurisdiction of the courts in New York, New York. The prevailing party in any action arising out of this Agreement will be entitled to recover reasonable attorneys' fees and expenses incurred in resolving such action. Chainalysis may provide notices to Licensee under this Agreement by sending a message to an email address associated with Licensee's account. Licensee will deliver notices by email to legal@chainalysis.com. Titles and headings used in this Agreement are intended solely for convenience of reference and do not affect its meaning. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to effect the

parties' intention and the remaining provisions of this Agreement will be unaffected. References to "including" and words of similar important shall not be deemed to be terms of limitation but rather be deemed to be followed by the words "but not limited to". There are no third-party beneficiaries under this Agreement. If permitted by applicable law, each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. The parties are independent contractors and nothing in this Agreement will be construed as creating a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Unless Chainalysis is informed otherwise in writing, Chainalysis may indicate that Licensee is a customer. This Agreement may not be modified except by a written instrument signed by both parties. A party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any assignment of this Agreement by Licensee without Chainalysis' prior written consent will be null and void, except an assignment to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of Licensee's assets, provided that Licensee may not assign this Agreement to a Chainalysis Competitor without Chainalysis' prior written consent. Subject to the foregoing, Licensee shall provide notice of any permitted assignment as soon as is practicable under the circumstances. Chainalysis may assign this Agreement without limitation. Except for any payment obligations under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by events beyond its reasonable control ("**Force Majeure Event**"), provided that the affected party takes commercially reasonable steps to mitigate the effect of such Force Majeure Event. This Agreement is the entire agreement between the parties with respect to the applicable Services and supersedes any prior agreements, proposals and understandings, express or implied, oral or written, about the same subject and for the avoidance of doubt, any existing Services between the parties shall be governed by this Agreement. In the event of any conflict between an Order and this MSA, unless stated otherwise in an Order, the terms of this MSA shall control; in the event of a conflict between this Agreement and any ISP agreement, this Agreement shall control.