

BLOCKDAEMON STANDARD LICENSING AGREEMENT

This Software License Agreement for a License to Use (the “**License**”) sets forth the terms and conditions applicable to Blockdaemon Ltd (the “**we**” “**us**” and “**our(s)**”) services and software products (collectively and individually the “**Product(s)**”) offered via a Hosting Marketplace that are purchased by a marketplace account holder (the “**you**”, “**your**” and “**yours**”). To qualify as a marketplace account holder you must: (a) hold an account in good standing with the Hosting Marketplace, (b) select an actively offered subscription for our Product(s) and (c) in selecting “I Accept” agree to be bound by this License upon completion of purchase.

In purchasing a Product(s) subscription you agree to be bound to and by the terms and conditions contained within this License. For clarity, each subscription is a separate License, and the effective date of any License offered under these terms shall be the date of purchase of the associated subscription. The full force and effect of the License will continue so long as the subscription is maintained by You, and upon its expiration shall immediately cease. Unless defined elsewhere in this License, terms with initial capital letters have the meanings set forth within their respective context of this License.

This License applies only if the Product(s) are offered pursuant to the terms and conditions of the Hosting Marketplace and under this License. Any subscription or purchase that is (d) performed outside the Hosting Marketplace; (e) an offering that deviates from the terms of this License or Hosting Marketplace; or (f) resulted from conduct performed by or on behalf of you that breaches this License will result in an immediate termination and cessation of use and access to any Product(s) and any accompanying subscription(s) or Licenses.

1. ACCESS AND USE. Product(s) that are to be provided under this license will be set forth on the Hosting Marketplace via purchase menus, product descriptions, subscription offerings, or combination thereof of such elements are those that are substantially similar.

1.1. Access to Hosting Marketplace(s). Access to the Product(s) provided through a Hosting Marketplace requires you to have an account that is in good standing with the Hosting Marketplace in accordance to their applicable terms, conditions and other applicable policies. We are not responsible for nor have control over your Hosting Marketplace account registration, status, etc nor are we an advisor, agent, consultant, employee, director, officer or similar of the Hosting Marketplace.

1.2. Access and License to use Product(s). The following access or license will be granted based on the Product(s) selected in any applicable Hosting Marketplace. For the duration of a purchased Subscription and subject to the terms and conditions of this License, we agree to grant you the following License to Use the selected Product(s) subject to the active subscription provided through the Hosting Marketplace for the management and use of Digital Assets and other mutually agreed upon uses as stated in this License or **Product(s) Listing**, consisting of at minimum descriptive product or service information and similar documentation on the Hosting Marketplace. In consideration of the payment of applicable recurring activation

fee (the “**Subscription Fees**”), we hereby grant you and your Affiliates a non-exclusive, worldwide, non-sublicensable, non-transferable and non-assignable (except as expressly provided under Section 11.3), non-terminable (except as provided under Sections 4 and 4.1) License to access and use the Product(s) (and any Documentation that we may provide in connection therewith) in accordance with the Product(s) Listing on the Hosting Marketplace and permitted personal and professional uses under this License. In the event of any conflict between the terms and conditions contained within this License and any other documentation you receive from us the following order of precedence will apply: (a) any amendment by and between the parties; (b) any active MNDA by and between the parties; (c) this License and (d) the Product Listing.

1.3. Delivery of Licensed Software. We shall provide and deliver the selected Product(s) to you through the Hosting Marketplace in accordance with the Product(s) Listing and the Host Marketplace’s policies and procedures covering delivery of Product(s).

1.4. Permitted Uses of Product(s). The Product(s) Listing and similar information within the Product(s)’s user interface set forth permitted uses and functions of our Product(s) subject to this License and applicable subscriptions. Permitted Uses are limited to supporting your personal or professional operations by you or your Authorized Users’ products and services but never as a standalone product or service offered by you or your Affiliates. For clarity your **Authorized Users** includes any party acting under your direction, on your behalf, or are in business with you such as your agents, board members, employees, end-users, customers, contractors, directors, officers, and subcontractors. Product(s) Listings contain further information regarding permitted uses such as, but not limited to: (1) intended functionalities and purposes of the Product(s); (2) intended geographic use or restrictions of the Product; (2) any technical requirements for use of the Product; (3) Support Services (which may vary by geography); (3) information regarding Open Source Software and description of Licensor’s security practices; (4) required user information for full functionality of the Product(s); and (5) compatible systems or integrations. We have the right to monitor your compliance with this License and its use of our Product(s) generally. We also reserve the right to interpret this list as an exclusive list of Permissible Uses, and add or subtract from it as we deem prudent.

1.4.1. Your Authorized Users. At all times, when you permit Authorized Users access and use of our Product(s) you are (a) responsible for all obligations under this License and their compliance with it and (b) agree to be directly liable for any act or omission by an Authorized User to the same degree as if you had performed the act or omission, such that a breach by an Authorized User of this License equates to a breach by you.

1.5. Non-Permissible Use of Product(s). Except as specifically provided in this License under Permitted Uses under Section 1.6, neither you nor your Authorized Users will permit any party to: (1) use, rent, loan, sub-license, license, distribute, copy, or attempt to grant any other rights to or in any whole or part of our Product(s); (2) rent, loan, sub-license, license, distribute, copy, or attempt to grant any other rights to or in any whole or part of our Product(s) to third parties; (3) decompile, disassemble, merge, modify, adapt, translate, reverse-engineer,

make alterations to or derivative works based upon, or derive source code or similar structures from any whole or part of our Product(s); (4) use our Product(s) or for any unlawful or illegal purpose or intent; (5) use our Product(s) to act as a consultant, service bureau, application service provider, or to collect any market research for any purpose; (6) access or use our Product(s) to create, manage, or otherwise support any robot, spider, scraper, or other automated means to access the Product(s); or (7) permit any kind of access or use of our Product(s) to a third party that does not qualify as your Authorized User(s). We have the right to monitor your compliance with this License and its use of our Product(s) generally. We also reserve the right to interpret this list as non-exclusive and determine unlisted activities as Non-Permissible Uses on a case-by-case basis.

1.6. High-Risk Activities. Our Product(s) are not designed or developed for use in high-risk and/or hazardous environments requiring fail-safe performance measures, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other such applications in which the failure of the Product(s) could lead to severe physical, or environmental damages ("**High Risk Activities**"). You will not use the Product(s) for High Risk Activities. **Sub-High Risk Activities** include those such as speculative investing, short-selling, cryptocurrency trading, and other similar activities where there is a significant risk of high to severe economic or financial damages or losses. While Sub-High Risk Activities can at times fall within permissible use(s) of our Product(s) your engagement in such activities are at your own risk and never under our direction, advisement, or consultation. At no time are we liable for any damages or losses you sustain as a result of your participation in Sub-High Risk activities, likewise we have no right or title to any profits or gains that result from your participation.

1.7. Open-Source Software. Our Product(s) may contain or be provided with Open Source Software that is then identified within the Product(s) as Open Source. This License is only intended to apply to the Open Source Software contained within our Product(s): (1) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, (2) and except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this License with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse engineering.

2. **SUPPORT SERVICES**. For the duration of any active subscription(s), we will provide and make available to you support for the subscribed Product(s) in accordance with the description, incorporation or reference present in the Product(s)' applicable subscription and Product(s) Listing. Support for Product(s) that are subject to expired subscriptions, expired Free Trials, and all other support inquiries will be handled on a case-by-case basis via our website (<https://www.blockdaemon.com/support>).

3. **PRODUCT(S) SUBSCRIPTION(S) AND FEES**. We will fulfill your subscription as provided by or through the Hosting Marketplace and any applicable third party delivery platform. Our available subscription options are as described in the applicable Product(s) Listing(s) and

corresponding associated transactions. The pricing and term (when not on demand) are likewise set forth in the Product(s) Listing. Each subscription is a separate license agreement between the parties in accordance with this License and whose pricing and subscription durations are set forth in the Product(s) Listing or subscription details provided on the Hosting Marketplace.

3.1. Subscription Fees and Payment. Your subscription(s) will be processed in accordance with the Hosting Marketplace's purchase policy, which may involve a third-party payment processor (the "**Payment Processor**") who will bill you through the payment method and account you linked to your marketplace account (Your "**Billing Account**"). In order for the you to successfully accept this License and gain access and use to the selected Product(s) offered on the Hosting Marketplace a you must select a then actively offered subscription plan that will be billed immediately or upon the conclusion of any Free Trial offerings at regular, predetermined, intervals ("**Billing Cycle(s)**") as detailed in the Product(s) Listing on the Hosting Marketplace at time of purchase. In purchasing a subscription you authorize and agree to make recurring payments for each Billing Cycle for the duration of your subscription. You may cancel anytime by managing your subscription through the Hosting Marketplace's subscription management system, which shall end the auto-matic renewal of the canceled subscription which will then expire naturally at the end of the then current Billing Cycle. Alternatively alterations to the subscription will take place immediately in the event of upgrades, for the increased Subscription Fee, and at the end of the then current Billing Cycle for downgrades. All Subscription Fees are calculated in USD and are determined at Our sole discretion and each party will be responsible for any taxes or duties that may be imposed or levied on it in relation to this License.

3.2. Effect of a Free Trial Period. A free trial for any offered Product(s) may only be offered for the initial subscription period of a Product(s), and shall not apply to then-active subscriptions. For the full duration of any such trial period all terms of this License shall apply and be fully enforceable. At the end of the trial period the Subscription Fee shall be processed and you enrolled in the subscription that contained the free trial. Termination of the applicable subscription during a Free Trial Period will have the same result as a subscription cancellation; wherein you shall have access and use of the Product(s) for only the remaining duration of the trial and will lose access and use to the Product(s) at the conclusion of the trial period. Cancellation of a Free Trial Period has no effect on the applicability of this License.

4. **TERM AND TERMINATION.** This License shall remain in full force and effect for duration of the subscription and may be terminated by you under Section 3 of this License. We may terminate your subscription at any time for the reasons contained within this section. Upon termination by either party or other non-renewal of this License your right to use and access the Product(s) under the Subscription will cease as of the last active date of the terminated subscription. Termination or expiration of any one subscription by you will not terminate or modify any other subscription to our Product(s) that you may have purchased.

4.1. Termination by Us. We terminate this License if you: (1) are in material breach of any of its obligations under this License and the breach is not rectified, if it can be rectified,

within thirty (30) business days after the receipt of a request in writing to remedy such breach; (2) non-payment of due Subscription Fees as you are solely responsible for the provision of valid payment methods to the Payment Processor; (3) you are reasonably believed to be or found guilty of fraudulent or dishonest dealings in connection with the performance under this License; (4) you breach any section of this License.

4.2. Post Termination Data Recovery. Upon expiration or termination of this License for any reason whatsoever, and within no more than forty-five (45) business days following termination both parties must: (1) except for those related to the perpetual license under this License, return to the other Party all tangible Confidential Information (as specified in Section 7) and copies thereof; (2) deliver to the other party any property of the other Party which may be in its possession, including but not limited to products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same; and (3) if you retrieve or delete your Data Yourself we will assist You, as reasonably requested by You, in validating whether the retrieval or deletion was successful. After a reasonable time or expiration of applicable periods following delivery to or retrieval or deletion or our validation thereof, we may permanently delete and remove your Data (if any) from its electronic and hard copy records, providing certification of such action only upon your explicit request. We may retain Confidential Information or copies thereof which contain insignificant extracts of or references to the Confidential Information, or that which we are required to retain by applicable law or to satisfy the rules or regulations of any applicable regulatory authority.

4.3. Clauses Survived after Termination. Sections 4 (Effect of Termination), 5 (Proprietary Rights), 7 (Confidentiality), 8 (Limitations of Liability), 9 (Indemnification), 10 (Insurance), and 11 (General) and any perpetual license granted under this License, together with all other provisions of this License that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this License for any reason; but the nonuse and nondisclosure obligations of Section 7 will expire three (3) years following the expiration or termination of this License, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

5. **INTELLECTUAL PROPERTY RIGHTS.** The Intellectual Property ("**IP**") rights of this License are as follows:

5.1. Our Rights. Except for the licenses expressly granted in this License, we shall remain the sole and exclusive owner of all right, title and interest in and to, all Pre-Existing IP. With respect to our IP, our Product(s), and specifications thereof, we shall be responsible for procuring any IP licenses necessary for us to fulfill Our obligations under this License from any applicable third-parties regarding Our sub-license obligations.

5.2. Your Rights. You shall retain all right, title and interest in and to any IP you create, derive, or otherwise generate within Our Product(s) and grant us a non-exclusive royalty-free license to use such information only as needed to provide you the ordered service. During the Term, we may elect to seek feedback, comments, and suggestions ("**Feedback**") from you along with any aggregated details derived from you or your Authorized User's use of our Product(s) ("**Service Performance Data**"). In using our Product(s) and/or responding to

requests for Feedback you acknowledge and agree that we will own any and all Service Performance Data and have a royalty-free license over anonymized Feedback and are free to use, reproduce, disclose, and otherwise exploit any and all such Feedback in perpetuity without compensation or attribution to the you. For clarity, Service Performance Data includes any data that is derived from the use of the Services that does not directly or indirectly identify Customer, your Authorized Users, Affiliates, any end users, or any natural person and includes (a) data such as volumes, frequencies, and Service performance data. Nothing in this Section gives us the right to identify you as a source of any Service Performance Data.

5.3. **Data Rights and Protections.** Both parties will comply with all requirements of Applicable Data Protection Laws. To the extent we process your Personal Data that is subject to Applicable Data Protection Law, such protections will apply. The parties have determined that, for the purposes of Applicable Data Protection Law, you or the Hosting Marketplace (as determined by the terms and conditions of marketplace membership) shall act as controller in respect of your Personal Data and we shall only process your Personal Data, as a processor on behalf of either you or the Hosting Marketplace. you hereby provide us prior, general authorisation for us to transfer your Personal Data outside of the European Economic Area and the UK as required for the purpose of providing the Product(s) to You, provided that we shall ensure that all such transfers are affected in accordance with Applicable Data Protection Law. For these purposes, you shall promptly comply with any reasonable request of Ours, including any request to enter into standard data protection clauses adopted by the EU Commission (where the GDPR applies to the transfer) or by the UK Information Commissioner (where the UK GDPR applies to the transfer. Further details are outlined in the Addendum at the end of this License.

6. **GENERAL REPRESENTATIONS AND WARRANTIES DISCLAIMER.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS LICENSE, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

6.1. **Further,** each party represents and warrants that: (a) each has the respective full legal capacity and power to own its property and to carry on its business; (b) to enter into this License and to perform its obligations under this License and grant the licenses under this License; (c) that this License constitutes legal, valid and binding obligations, enforceable against either party in accordance with its terms; (d) to its knowledge, no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or threatened which, if adversely decided, could have a material adverse effect on its performance under this License; (e) it is not entering into this License as trustee of any trust or settlement; (f) in the case of IP any Product(s) and the upgrades, enhancement thereof, when used in accordance with the documentation and the terms of this License, to each party's knowledge does not infringe the IP rights of any person or misappropriate a trade secret or breach of any

confidentiality obligation to any third party; (f) neither party provides a warranty in relation to the third-party IP incorporated in, or required to use, the parties' IP, as the case may be, and all third-party IP is provided to the other party on an "as is" basis; (g) neither party provides a warranty in relation to any Open-Source Software incorporated in, or required to use, the Parties' IP, and all Open-Source Software is provided to the other party on an "as is" basis; and (viii) performance under this License shall comply with all applicable laws, rules, and regulations, including, without limitation, all applicable national and international laws, regulations, notices, and guidelines relating to information privacy. We do not warrant: (a) that the Product(s) will meet your requirements; or (b) that your use and access to the Product(s) will be uninterrupted or free of errors or technical malfunctions.

6.2. **Export.** Each Party represents and warrants that, in connection with this License, it will not engage in any unauthorized transactions or dealings with, in or involving: (1) any country or territory that is the target of any U.S., UK, EU or other applicable government embargo (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions in Ukraine) ("**Embargoed Countries**"); (2) any instrumentality, agent, individual or entity located, organized, or resident in, or acting on behalf of or directly or indirectly owned or controlled by any governmental entity of, any Embargoed Country; (3) the government of Venezuela, including any individual or entity employed or owned or controlled, directly or indirectly, by any political subdivision, agency, or instrumentality of the government of Venezuela; (4) identified on a list of prohibited, sanctioned, debarred, or denied parties maintained by governmental authorities of the United States, United Kingdom, the European Union, and other jurisdictions as applicable ("**Prohibited Party Lists**"), including the List of Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the Entity List, the Denied Persons List, the Unverified List, the UK Sanctions List maintained by Her Majesty's Treasury, and the EU Consolidated Financial Sanctions List; or (5) any entity which is 50% or more owned, individually or in the aggregate, by persons designated on a Prohibited Party List; (6) that neither it nor any of its affiliates or subsidiaries, nor any of their respective directors, administrators, officers, board of directors (supervisory and managerial), members or employees is designated on a Prohibited Party List; (7) it has adequate controls and systems in place to ensure compliance with U.S. and other applicable export control, anti-boycott, and economic sanctions laws and regulations, including performing Prohibited Party List screening of its customers, vendors, and other counterparties; and (8) under this License, it will not export, re-export, sell, lease or otherwise transfer to the Licensed Software to end-users involved in the proliferation of weapons of mass destruction, terrorist activities, or military end uses. Nothing in this License is to be construed as authorization by us for you to export, sell, lease, transfer, market or resell the Licensed Software in violation of the terms of this License.

7. **CONFIDENTIALITY.** Each party may during the term of the this License, have access to or be entrusted with, technical, proprietary, sales, legal, financial and other data and information with respect to the affairs and business of the other party or a third-party, including information received by the party from any third-party subject to obligations of confidentiality towards said third-party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed as confidential information ("**Confidential Information**").

7.1. Confidential Information. Confidential Information shall include but not be limited to the trade and business secrets, processes, patents, improvements, ideas, inventions, techniques, products, financial statements, marketing plans, strategies, forecasts, customer and supplier lists and relations, research and development activities, formulae, data, know-how, designs, discoveries, models, vendors, computer hardware and software, drawings, operating procedures, pricing methods, marketing strategies, future plans, dealings and transactions. Confidential Information shall not include information which: (1) is or becomes available in the public domain or is generally known in the industry through no fault on the part of receiving party; (2) is or becomes available to the receiving party on a non-confidential basis from a third-party source that, to the receiving party's knowledge is not prohibited from disclosing such information; (3) was known by or in possession of the receiving party on a non-confidential basis before such disclosure by the disclosing party; or (4) was or is independently developed by the receiving party without use of or reference to any of the disclosing party's Confidential Information.

7.2. Duties of the Parties. Each party agrees that it shall protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care that it would use to protect its own similarly-valued proprietary and confidential information (but in no event less than a reasonable degree of care) and not disclose the Confidential Information to any person or entity, except its and its Affiliates employees, officers, directors, independent consultants, agents, professional advisers, potential lenders, and/or credit-rating agencies (collectively, "Representatives") who: (1) have a reasonable need to access the Confidential Information for the purposes contemplated under this License, (2) are informed of the confidential nature of the Confidential Information, and (3) are subject to confidentiality duties or obligations to the receiving Party that are comparable to the terms hereunder; and (4) be responsible for any violation of this Section 7 by its Representatives. The Parties shall not have any additional rights related to the other Parties' Intellectual Property unless otherwise provided under this License.

8. **LIMITATIONS OF LIABILITY.**

8.1. General Cap and Disclaimer. SUBJECT TO APPLICABLE PORTIONS OF SECTION 8, IN NO EVENT WILL (1) EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (2) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS LICENSE, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS LICENSE IN THE TERM OF WEEKS OR MONTHS PRECEDING THE EVENT EQUAL TO THE DURATION OF THE SUBSCRIPTION OR THE RECURRING COST THEREOF, WHICHEVER IS GREATER, THAT GIVES RISE TO THE DAMAGES.

8.2. Exceptions of Liability. THE EXCEPTIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE,

WILLFUL MISCONDUCT, OR FRAUD NOR WILL THEY APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO ANY APPLICABLE SETTLEMENT AGREEMENT THAT IS SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS LICENSE.

8.3. Special Cap for Security Breach(es). For SaaS Product(s) Subscription(s) the exclusions and limitations on liability set forth in sections 8.1.1 and 8.1.2 will apply to: (a) government fines and penalties incurred by you and your out-of-pocket, reasonably and documented costs of investigation, notification remediation and mitigation resulting from any security incident resulting from breach of your obligations under the privacy and security terms or any violation by you of data protection laws, and your obligations with respect thereto pursuant to section 9; and (b) any liabilities arising from claims brought by third parties against you arising from any security incident resulting from breach of your obligations under any privacy and security terms or any violation by you of data protection laws, including out-of-pocket costs of jurisdiction or agree upon pursuant to a settlement agreement.

8.4. Sublicenses. Notwithstanding anything to the contrary contained in this License, any license or sublicense, if any, granted to either Party pursuant to this License shall only be used for the purpose of this License or within the scope of the license. Neither Party will in any event be liable for any infringement claim nor other intellectual property rights claim arises from or related to any unauthorized use of IP that is outside of the scope of the license.

9. **INDEMNIFICATION**. Each party shall defend, indemnify, and hold harmless the other party (including its, and its Affiliates', directors, officers, employees, and permitted sub-licensees) from and against all claims, losses, liabilities (including settlement and judgements), and expenses (including attorney's fees, expenses and court costs) that one party may suffer from any claim of infringement or alleged infringement arising from or relating to its usage of the other party's pre-existing IP under this License ("**Infringement Claim**"). The party subject to an Infringement Claim will give the other party: (1) prompt written notice of such Infringement Claim, and (2) reasonable assistance, information, and authority (at the indemnifying Party's cost) to defend or settle such Infringement Claim prior to the settlement or the final judgment; provided that no admission of liability shall be made nor any settlement of a claim be entered into without the consent of the indemnified party, not to be unreasonably withheld. In the case of Infringement Claim, the party who provided the IP which is infringing or alleged to be infringing a person's IP may elect in its absolute discretion to: (3) procure for the other party the right to continue using the IP and/or Documentation as the case may be; (4) replace the affected IP and/or documentation as the case may be, or any part thereof, with software and/or documents of equivalent functionality and performance; or (5) modify the infringing IP and/or documentation as the case may be, so that it is no longer infringing provided that the modified software and/or documents are of equivalent or substantially similar functionality to the original infringing software and documentation.

10. **GENERAL PROVISIONS.**

10.1. Additional Terms. No shrink-wrap, click-wrap, click-acceptance or other terms and conditions not expressed in this License provided with any Product(s)' materials or any part thereof ("**Additional Terms**") will be binding on the parties, even if use of the Product(s) requires an affirmative "acceptance" of such Additional Terms before access to or use of the Product(s), or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by you in their entirety. For clarity, the Product Listing and or documentation are not Additional Terms subject to this Section.

10.2. Assignment. Unless otherwise provided in this License, this License and the obligations contemplated hereunder are personal to the parties and their Subsidiary or Parent companies when applicable. you shall not have the right or ability to assign, transfer, or subcontract any obligations under this License without the written consent us except in instances of assignment or transfer of this License in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, or sale of all or substantially all its assets or business). Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this License will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

10.3. Insurance. Each party is responsible for obtaining and maintaining appropriate insurance as is necessary for implementing and performing their duties and obligations under this License in accordance with applicable laws and regulations.

10.4. Marketing. In using our Product(s) for professional or business purposes you grant us the non-exclusive, royalty-free right to use and display your company name and/or marks as part of our marketing materials and identification of customers. You may only use our name or logo strictly to show the origin of Product(s) you are actively subscribed to. You must have at least one active subscription with us in order to use our name and logo and this limited right terminates with the termination of any then active subscription. All other marketing and publicity materials and purposes must be agreed upon in writing by the parties.

10.5. Governing Law. This License will be governed by and construed in accordance with the laws of Ireland, without regard for choice of law provisions thereof.

10.6. Entire License. This License constitutes the entire agreement between the parties hereto and supersedes all existing contracts or agreements, written or oral, between the parties hereto.

10.7. Settlement of Dispute. The parties will attempt to resolve any dispute arising out of or in relation to this License by discussing the dispute in good faith. The exclusive jurisdiction and venue for any action arising out of or relating to the subject matter of this License shall be arbitrated in courts located in the Republic of Ireland.

10.8. Force Majeure. Except for your obligations to pay any Subscription Fees due for Product(s) rendered prior to a Force Majeure Event, described below, neither party shall be deemed to be in breach of this License or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under this License to the

extent that such delay or non-performance is due to any cause beyond its reasonable control (including but not limited to: fires, earthquake, acts of God, governmental action, strike, lock-out, pandemic, etc.) ("**Force Majeure Event**"). The party affected by the Force Majeure Event shall promptly give the other party written notice of the nature and extent of the event and the parties shall enter into bona fide discussions with the view of alleviating its effects or to agree upon such alternative arrangements as may be fair and reasonable.

10.9. Notices. Any notice to us under or in connection with this License shall be in writing and shall be sent by confirmed facsimile, nationally recognized (in the country of the sending party) overnight courier or certified mail (return receipt requested) to: (1) the address for notice set forth below, (2) an address otherwise provided by Our legal team; or (3) to the then-current address of Our corporate headquarters as set forth on Our corporate website at www.blockdaemon.com. Additionally, we may notify you via and contact information you have provided to us through any contact information you provide through your Hosting Marketplace account(s) that subscribe to Our Product(s).

Blockdaemon Ltd
Attn: Legal Department
11400 West Olympic Blvd.
Suite 200, PMB 215
Los Angeles CA, 90064

legal@blockdaemon.com

10.10. Relationship of Parties. Nothing in this License is intended to nor will constitute or create a partnership, joint venture, agency, or other similarly binding relationship between the parties. To the extent either party undertakes or performs any duty for itself or for the other party as required by this License, the party will be construed to be acting as an independent contractor.

10.11. Third-Parties. Nothing in this License is intended to confer any right or benefit on any third-party.

10.12. Severability. If any portion of this License is stricken as invalid, the remaining portions will remain in full force and effect. Failure of either party to exercise any of its rights in a particular instance will not be construed as a waiver of those rights or any other rights for any purpose.

10.13. Further Assurances. Each party hereto agrees to execute and deliver such instruments and agreements, and take such actions, as the other party hereto may, from time to time, reasonably request to affect the purpose and carry out the terms of this License.

ADDENDUM - DATA PROTECTION

This Data Protection Addendum (“**DPA**” or this “**Addendum**”) supplements the License by and between Blockdaemon Ltd (the “**we**” “**us**” and “**our(s)**”) for services and software products (collectively and individually the “**Product(s)**”) offered via a Hosting Marketplace that are purchased by a marketplace account holder (the “**you**”, “**your**” and “**yours**”) to the extent your inputs into the Product(s) include Personal Data from the European Union, United Kingdom, California, or any other relevant privacy laws. In the event of any conflict between the License and the terms of this DPA, this DPA shall govern.

Unless defined elsewhere in the License, for purposes of this DPA terms with initial capital letters have the meanings set forth below.

1. **DEFINITIONS.**

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq, as amended by the California Privacy Rights Act of 2020.

“**Data Controller**” means the entity that determines the purposes and means of the Processing of Personal Data.

“**Data Protection Laws**” means all applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, communications secrecy, breach notification, or the Processing of Personal Data, including without limitation, to the extent applicable, the CCPA and GDPR. For the avoidance of doubt, if the parties’ processing activities involving Personal Data are not within the scope of a given Data Protection Law, such law is not applicable for purposes of this DPA.

“**Data Subject**” means an identified or identifiable natural person about whom Personal Data relates.

“**EEA**” means the European Economic Area;

“**GDPR**” means European Union Regulation 2016/679 as implemented by local law in the relevant European Union Member States, and by section 3 of the United Kingdom’s European Union (Withdrawal) Act of 2018 in the United Kingdom (independently and specifically the “**UK GDPR**”).

“**Personal Data**” includes ‘personal data’ as defined by the GDPR, ‘personal information’ as defined by the CCPA, and ‘personally identifiable information’ or similar terminology as defined by other applicable Data Protection Laws. Personal Data does not include publicly available information from the definition of ‘Personal Data’ under applicable Data Protection Laws. Further Personal Data does not include data exempted under CCPA §1798.145(d).

“**Process**”, “**Processed**” and/or “**Processing**” mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means,

such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“Security Breach” means any accidental or unlawful acquisition, destruction, loss, alteration, disclosure of, or access to, Your Data.

“Sell” shall have the meaning set forth in the CCPA and its implementing regulations.

“Standard Contractual Clauses” means the annex found in EU Commission Decision of 6 April 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, completed as described in the “Data Transfers” section below.

“Subprocessor” means anyweAffiliate or subcontractor engaged by we for the Processing of Your Data.

“Your Data” means Personal Data provided by you for purposes of obtaining Services under the License.

2. **SCOPE AND PURPOSES OF PROCESSING.** We will Process Your Data, including Personal Data contained therein, solely for the purposes set forth in the Agreement, including for the purpose of generating a consumer report as defined by 15 U.S.C 1681a(d), and in compliance with applicable law. You will not instruct we to Process Your Data in violation of applicable law. we will inform you if we discovers, in its opinion, an instruction from you infringes applicable law. Neither party shall Sell to a third-party any Personal Data made available to it by the other party except to the extent such Personal Data or sale thereof is exempted from Data Protection Laws.

3. **OBLIGATIONS OF THE PARTIES.**

3.1. Compliance with Laws. Each party shall comply with all laws, whether state, federal, local or international, including Data Protection Laws. Each party shall promptly notify the other party in writing if it is no longer able to meet its obligations under Data Protection Laws applicable to this DPA.

3.2. Compliance with Data Controller Obligations. To the extent such party is acting as a Data Controller or Business, each party shall independently fulfill all duties required of Data Controllers or Businesses under Data Protection Laws. we is a Data Controller with respect to Personal Data, other than Your Data, that it Processes in connection with the Services.

3.3. Data Subject Requests. For the avoidance of doubt, to the extent the party is a Data Controller, each party shall have an independent obligation to respond to requests received from Data Subjects seeking to exercise their rights under applicable Data Protection Laws, including, but not limited to, access and deletion requests made pursuant to these laws. The recipient of the Data Subject request shall be responsible for responding to the Data Subject. If

applicable, and to the extent legally permitted, each party shall provide the other party with reasonable cooperation and assistance in relation to the handling of a Data Subject's request.

3.4. **Disclosures and Consent.** Each party shall comply with applicable Laws, including, but not limited to, the FCRA (as applicable) and Data Protection Laws, to provide legally required notices to Data Subjects regarding the purpose and nature of the Processing of Personal Data in connection with the Services. You shall ensure that Data Subjects have provided legally sufficient consent (including under the GDPR and all other applicable Data Protection Laws), wherever such consent is necessary to enable us to perform the Services.

4. **YOUR DATA PROCESSING REQUIREMENTS.** We will: (1) Ensure that the parties it authorizes to Process Your Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (2) Upon written request by you, we will assist you in the fulfillment of your obligations to respond to verifiable requests by Data Subjects (or their representatives) for exercising their rights with respect to Your Data under Data Protection Laws; (3) Promptly, and in any event within ten days, notify you of any third-party or Data Subject requests or complaints regarding the Processing of Your Data; (4) Provide reasonable assistance to and cooperation with you for Customer's performance of a data protection impact assessment of Processing or proposed Processing of Your Data; (5) Provide reasonable assistance to and cooperation with you for Customer's consultation with regulatory authorities in relation to the Processing or proposed Processing of Your Data, including complying with any obligation applicable to us under Data Protection Laws to consult with a regulatory authority in relation to Blockdaemon's Processing or proposed Processing of Your Data.

5. **SUBPROCESSORS.** We may subcontract the collection or other Processing of Your Data in compliance with Data Protection Law to provide the Services. We will impose contractual obligations on the Subprocessor that are at least a comparable level of protection as those imposed on us under this DPA and will remain liable for its Subprocessors' performance to the same extent we are liable for its own performance, consistent with the limitations of liability set forth herein. If the GDPR is applicable to the Services, we shall notify you of any changes made to Subprocessors at least ten (10) days prior to any such change by sending an email to the email address designated by you to receive notifications. You may reasonably object to Blockdaemon's use of a new Subprocessor by notifying us promptly in writing within ten (10) business days after Blockdaemon's notice is sent pursuant to this DPA. you must claim and explain their reasonable grounds for objection. In the event you object to a Subprocessor, the parties shall discuss Customer's concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, we will, at its sole discretion, either: (i) not appoint the Subprocessor; or (ii) in the event that we cannot provide the services without such objected to Subprocessor, then we will permit you to terminate the Services. We may replace a Subprocessor if the need for the change is urgent and necessary to provide the Services. In such instance, we shall notify you of the replacement as soon as reasonably practicable, and you shall retain the right to object to the replacement Subprocessor pursuant to this Section.

6. **SECURITY.** Taking into account the nature of Processing and the information available to Blockdaemon, we shall implement technical and organizational measures without prejudice to

Blockdaemon's right to make future replacements or updates to the measures that do not lower the level of protection of Your Data. In the event of a Security Breach, we shall notify you promptly of any Security Breach of Your Data and provide related information to you as set forth by Data Protection Laws. You shall notify us promptly of any actual or suspected unauthorized access to Customer's systems or compromise thereof regarding Customer's credentials used to access the Services. Taking into account the nature of Processing and the information available to Blockdaemon, the parties reasonably shall work together to address any such compromise, including taking steps to mitigate the effects of the Security Breach or system compromise, and reduce the risk to Data Subjects whose Personal Data in the Your Data was involved. You are solely responsible for complying with legal requirements for incident notification applicable to you and fulfilling any third-party notification obligations. Nothing shall be construed to require us to violate, or delay compliance with, any legal obligation it may have with respect to a Security Breach or other security incidents generally.

7. **DATA TRANSFERS.** With respect to the transfer of Your Personal Data originating from the EEA or Switzerland from the you (including when acting on behalf of the relevant you Affiliate) to us and subject to Section 5.2 of this Addendum, the parties agree to comply with the general clauses and with "**Module Two**" (Transfer Controller to Processor) of the EU Standard Contractual Clauses, which are incorporated herein by reference. In furtherance of the foregoing, the parties agree that, for purposes of the EU Standard Contractual Clauses:

7.1. Your Obligations. You shall act and comply with the obligations, and shall have the rights, of the "data exporter" under Module Two of the EU Standard Contractual Clauses, and we shall act and comply with the obligations as the "data importer" under such Module; (1) for the purpose of Clause 17, the EU Standard Contractual Clauses shall be governed by the laws of Ireland; (2) for the purpose of Clause 18(b), the parties agree to submit to the jurisdiction of the courts of Ireland; (3) in Clause 7, the optional docking clause will not apply; (4) in Clause 9, Option 2 will apply and the time period for prior notice of Subprocessor changes will be as set forth in Section 7.1 of this Addendum; (5) in Clause 11, the optional language will not apply.

7.2. List of Parties. The following describes the full and complete list of parties subject to this Section and their roles: (1) the data exporter's and the data importer's identity and contact details and, where applicable, information about their respective data protection officer and/or representative in the EEA are those set forth in the Principal Agreement or as otherwise communicated by each party to the other party; (2) you or your relevant Affiliate is a Controller, and we are a Processor; (3) the activities relevant to the data transferred under the EU Standard Contractual Clauses relate to the provision of the Services pursuant to the Principal Agreement; and (4) each parties' entering into this License shall be treated as their signature to the Addendum.

7.3. Description of Transfer. The following describes the transfer of data: (1) Our Privacy Policy (<https://www.blockdaemon.com/privacy-policy>) sets out a description of the Processing of Your Personal Data; (2) the frequency of the transfer is continuous (for as long as the you use our Product(s)); (3) Your Personal Data will be retained in accordance with Clause 8.5

of the Standard Contractual Clauses and this Addendum; (iv) we use Subprocessors to support the provision of the Product(s).

7.4. Competent Supervisory Authority. The competent supervisory authority (or authorities) identified in accordance with Clause 13 of the EU Standard Contractual Clauses is the competent supervisory authority communicated by you to Blockdaemon.

7.5. For the purposes of Annex II, data importer has implemented and will maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of Your Personal Data as described in its Information Security Program

7.6. Swiss Transfers. Insofar as the transfer of Your Personal Data is subject to the Swiss Federal Act on Data Protection, the following provisions apply: (1) the Federal Data Protection and Information Commissioner ("**FDPIC**") will be the competent supervisory authority under Clause 13 of the EU Standard Contractual Clauses; (2) the parties agree to abide by the GDPR standard in relation to all Processing of Your Personal Data that is governed by the Swiss Federal Act on Data Protection; (3) the term "**Member State**" in the EU Standard Contractual Clauses will not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU Standard Contractual Clauses; and (4) references to the "**GDPR**" in the EU Standard Contractual Clauses will be understood as references to the Swiss Federal Act on Data Protection insofar as the transfer of Your Personal Data is subject to the Swiss Federal Act on Data Protection.

7.7. U.S. Transfers. With respect to transfers of Your Personal Data originating from the United Kingdom from the you (including when acting on behalf of the relevant you Affiliate) to Blockdaemon, the parties agree to comply with the UK Controller to Processor Standard Contractual Clauses, which are incorporated herein by reference. The parties agree that, for the purposes of the UK Controller to Processor Standard Contractual Clauses: (1) you shall act and comply with the obligations as the "**data exporter**", and we shall act and comply with the obligations as the "**data importer**"; (2) all references to the "**Directive 95/46/EC**" and its provisions shall be deemed to refer to the relevant provisions of the UK GDPR and the Data Protection Act 2018 of the United Kingdom; (3) all references to the "**Commission**" shall be deemed to refer to the Information Commissioner; (4) all references to the "**European Economic Area**" or the "**European Union**" shall be deemed to refer to the United Kingdom; (5) for the purposes Appendix 1 to the UK Controller to Processor Standard Contractual Clauses, information about the exporter and importer, the categories of Data Subjects, types of Personal Data and type of Processing operations are as set out in Schedule 1 to this Addendum; and (6) for the purposes Appendix 2 to the UK Controller to Processor Standard Contractual Clauses, the security measures are as described here <https://envoy.com/security-details/#data-security> or as otherwise made reasonably available by data importer to the data exporter. The parties acknowledge that the Information Commissioner's Office has not yet approved new standard contractual clauses under the UK GDPR. The UK Controller to Processor Standard Contractual Clauses will apply only until such time as the Information Commissioner's Office issues new standard contractual clauses under the UK GDPR. The parties shall work together, in good faith,

to enter into an updated version of the UK Controller to Processor Standard Contractual Clauses or negotiate an alternative solution to enable transfers of Your Personal Data in compliance with Data Protection Laws.

8. **AUDITS.**

8.1. Reasonable Audits. If the GDPR is applicable to the Services, we shall allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you subject to the following conditions: so long as the Agreement remains in effect and at Customer's sole expense, you may request that we provide it with documentation, data, and records ("**Records**") no more than once annually relating to our compliance with this DPA with respect to Your Data (an "**Audit**"). To the extent you use a third-party representative to conduct the Audit, you shall ensure that such third-party representative is bound by obligations of confidentiality no less protective than those contained in this License. You shall provide us with fourteen (14) days prior written notice of its intention to conduct an Audit. You shall conduct its Audit in a manner that will result in minimal disruption to Blockdaemon's business operations, and shall not be entitled to receive data or information of other clients of ours or any other confidential information of ours that is not directly relevant for the authorized purposes of the Audit. If any material non-compliance is identified by an Audit, we shall take prompt action to correct such non-compliance. Any information that you receive under this Section is Confidential Information of Blockdaemon.

8.2. Limitations. For the avoidance of doubt, this provision does not grant you any right to conduct an on-site audit of Blockdaemon's premises. You shall reimburse us for any time expended for an Audit at the Blockdaemon's then-current reasonable rates, which shall be made available to you upon request. Nothing herein will require us to disclose or make available: (1) any data of any other customer of ours; (2) access to systems; (3) Our internal accounting or financial information; (4) any trade secret of Blockdaemon; (5) any information or access that, in our reasonable opinion, could (a) compromise the security of our systems or premises, or (b) cause us to breach its obligations under applicable law or applicable contracts; or (6) any information sought for any reason other than the good faith fulfillment of Customer's obligations under applicable law to audit compliance under this DPA.

8.3. Return or Destruction. Upon written request from Customer's authorized representative, we shall delete or anonymize the requested Your Data in accordance with its requirements under applicable Data Protection Law and applicable law provided it is lawful to do so. Notwithstanding the foregoing, this provision will not require us to delete Your Data from archival and back-up files except as provided by our internal data deletion practices or as required by applicable law.

9. **MISCELLANEOUS.**

9.1. Complete Understanding. Nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA.

9.2. Survival. The provisions of this DPA shall survive the termination or expiration of the Agreement so long as either party continues to Process Personal Data in connection with the Agreement.