Blockwise Insights – Master Subscription Agreement

Version Date: August 3, 2024

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY Blockwise Insights SERVICES, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.
Blockwise Insights Master Subscription Agreement
THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN Blockwise Insights INC. AND THE ENTITY OR PERSON PLACING AN ORDER FOR OR ACCESSING ANY SERVICES ("CUSTOMER"). THIS AGREEMENT CONSISTS OF THE TERMS AND CONDITIONS SET FORTH BELOW AND ANY ATTACHMENTS, ADDENDA OR EXHIBITS REFERENCED IN THE AGREEMENT, AND ANY ORDER FORMS AND SOWS (AS DEFINED BELOW) THAT REFERENCE THIS AGREEMENT.

1. Definitions.
1.1 "Agreement" means this agreement, the attached exhibits, and all Order Forms.
1.2 "Authorized User" means a Person that Customer authorizes to administer use of the Services.
1.3 "Confidential Information" means this Agreement, the Services, Blockwise Insights Technology, Blockwise Insights pricing information, Blockwise Insights data security program information, all Customer Data and Customer Services Data, and any other information of a proprietary or confidential nature disclosed by one party ("Discloser") to the other ("Recipient") related to this Agreement, whether orally or in writing, and that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure.
1.4 "Customer Apps" means Customer's SaaS or on-premises services, data processing applications or standalone databases connected, or to be connected to the Services.
1.5 "Customer Data" means all electronic data stored on or transmitted to Customer Apps through the Services.
1.6 "Documentation" means the on-line documentation Blockwise Insights provides for use with the Services (https://doc.blockwiseinsights.com/) which may be amended from time to time.
1.7 "Intellectual Property Rights" means any patent, copyright, or trademark under the laws of the United States or the country where the Customer is headquartered.
1.8 "Order Form" means a document executed by both parties that details the subscriptions purchased by Customer, including the subscription quantities, subscription start and end dates, associated fees, the Support Services, Professional Services, and other related details. If multiple Order Forms are executed related to this Agreement, each Order Form will each have a unique identification and each such Order Form will form a separate contract between the parties.
1.9 "Services" means Blockwise Insights's software as a service solution for application and data integration, related Blockwise Insights software components (whether cloud-based or on-prem), any feature or functionality add-ons, and any modified versions of, and upgrades, updates, and additions to such solution and software, ordered by Customer under an Order Form.
1.10 "Blockwise Insights" means the Blockwise Insights affiliate that enters into this Agreement with Customer, which generally means Blockwise Insights, Inc., incorporated in the State of Delaware, USA.
1.11 "Subscription Term" means the ordering period during which the Services are available to Customer for use pursuant to the Order Form.

2. Provision of Services.

2.1 Provision of Services; License Grant. Blockwise Insights hosts portions of the Services either directly or subcontracted through a third-party hosting provider; and some configurations of the Services may require Customer to install Services on Customer controlled hardware. Subject to the terms and limitations on relevant Order Forms, Blockwise Insights grants to Customer during the Subscription Term the worldwide, non-exclusive, revocable, limited, non-transferable, royalty-free right for the Authorized Users to access and use the Services and Documentation consistent with the Documentation and the Order Form solely for its internal business purposes or as otherwise indicated in the applicable Order Form. Blockwise Insights will make the Services available to Customer in accordance with service levels attached hereto as Exhibit A ("Service Level Agreement", "SLA"). Blockwise Insights may update the Services during the Subscription Term, however, at no time will an update materially diminish the function of the Services.

2.2 Services Restrictions. Customer shall neither directly nor indirectly: (i) sublicense, sell, transfer, assign (except as permitted by Section 10.2), distribute or otherwise commercially exploit the Services, including providing third-parties with managed services utilizing the Services or integrating the Services into a service or product Customer sells or licenses to one or more third-parties; (ii) modify or create derivative works of the Services; (iii) reverse engineer or disassemble the software for the Services (or decompile any Blockwise Insights software except to the limited extent permitted by applicable law after notice to Blockwise Insights); (iv) copy any features, functions or graphics of the Services; (v) use the Services to knowingly send, store, or authorize a third party to send or store unlawful, infringing, obscene or libelous material, or malicious code; (vi) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vii) attempt to gain unauthorized access to the Services or their related systems or networks; (viii) provide or disclose to, or permit use of the Services by, persons other than Authorized Users; (ix) use the Services, or permit them to be used, for purposes of product benchmarking, competitive research, or other comparative analysis without Blockwise Insights's prior written consent; (x) use the Services for a use other than as set forth in the Documentation or the Order Form.

2.3 Access and License to Customer Data. Customer grants to Blockwise Insights a non-exclusive, worldwide, royalty-free, fully paid-up right and license to copy, access, transmit and otherwise process the Customer Data to provide the Services to Customer as set forth in this Agreement. Blockwise Insights will not: (a) access Customer Data except (i) to provide the Services and the associated support services; (ii) to prevent or address service, security or technical problems with the Services; (iii) to audit Customer's use of the Services and confirm Customer's compliance with the Agreement; (iv) to aggregate de-identified information regarding Customer's usage and configuration metrics of Services (which in no event shall include Customer Data) with that of other Blockwise Insights customers and use such aggregated customer services data as part of the Services; (v) as compelled by law; or (vi) as Customer expressly permits in writing.

2.4 Customer Responsibilities. Customer is responsible for the acts and omissions of all Users in connection with this Agreement, as well as any and all access to and use of the Service by any User or any other person logging in under a User ID registered under Customer's account, even if a claim may not be enforceable directly against those Users, due to lack of power or authority, discharge, offset or defense. Customer is responsible for the networking and hardware data security for the Services to the extent the Services are deployed on Customer controlled networks or hardware, including the legal and operational consequences of its configuration. Customer acknowledges that Customer's access information, including User IDs and passwords of its Users, will be Customer's "key" to the Services; accordingly, Customer will be responsible for maintaining the confidentiality of such access information. Customer will: (i) notify Blockwise Insights promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) not impersonate another Blockwise Insights user or provide false identity information to gain access to or use the Services.

2.5 Professional Services. Customer may purchase professional services from Blockwise Insights through the mutual execution of a Statement of Work. All terms of this Agreement apply to the statement of work, unless explicitly overridden in the SOW.

3. Intellectual Property Ownership. As between Blockwise Insights and Customer, Customer owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Customer Data. As between Blockwise Insights and Customer, Blockwise Insights owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Services. The foregoing also includes any and all Services system performance data and machine learning based upon metadata (and not Customer Data), including machine learning algorithms, and the results and output of such machine learning. Blockwise Insights retains all Intellectual Property Rights arising from any Support Services. No jointly owned intellectual property is created under or in connection with this Agreement.

4. Payment Terms
4.1 Fees; Payment. Customer shall pay Blockwise Insights, directly or through the Reseller with which Customer contracted, the subscription fees and other amounts for Blockwise Insights's products and services ordered by Customer, in United States currency (unless otherwise specified in the Order Form) (collectively, the "Fees"). All Fees will be invoiced in advance in accordance with the Order Form. Unless otherwise set forth in the Order Form, all Fees are due and payable Net 30 days after the date of the applicable invoice. All invoices that are not paid within 30 days, and all credit accounts that are delinquent, shall be assessed a 1.5% late payment charge (or if this exceeds the legally permitted maximum, the highest legal rate under applicable law) for each month the invoice is not paid or the account is delinquent. Customer will reimburse Blockwise Insights for all reasonable costs (including reasonable attorneys' fees) incurred by Blockwise Insights in connection with collecting any overdue amounts. Except as otherwise specified in this Agreement payment obligations are non-cancelable and fees paid are non-refundable, and the subscriptions purchased cannot be decreased or exchanged for alternative subscriptions.
4.2 Taxes. All fees are exclusive of all sales and use taxes, value-added taxes, excise taxes, levies, or duties which may be imposed by applicable national or federal, state/provincial or local municipalities relating to Customer's purchase of subscriptions or use of the Services (the "Taxes"), and Customer will be responsible for payment of all such Taxes. Unless Customer provides Blockwise Insights with evidence of its sales tax exemption, Blockwise Insights will invoice Customer, and Customer shall pay Blockwise Insights all relevant taxes payable related to Customer's purchases, excluding taxes based on Blockwise Insights's net income. Customer will pay all fees free and clear of, and without reduction for, any such Taxes, including withholding taxes imposed by any country. Customer will provide receipts issued by the appropriate taxing authority to establish that such Taxes have been paid.

5. Agreement Term; Subscription Term; Termination.
5.1 Term; Termination. This Agreement begins on the Effective Date and, unless earlier terminated as set forth below or otherwise in this Agreement, will continue while there is an active subscription or SOW. If this Agreement has not been terminated early in accordance with this section, each subscription described in an Order Form will continue for its Subscription Term. Unless otherwise specified in an Order Form, or unless either party provides the other party with written notice of non-renewal or price change at least sixty (60) days before the expiration of the applicable Subscription Term, each subscription will automatically renew after its initial term for successive one (1) year terms, with a subscription price increase equal to 5% year-over-year. Either party may terminate this Agreement (or any relevant Order Form) upon the other party's material breach that remains uncured for thirty (30) days following written notice, except that in the event of a breach of Sections 2.2 or 3, for which the cure period is five (5) days following written notice. Blockwise Insights may suspend or terminate this Agreement or the Services upon thirty (30) days' written notice if Customer fails to pay any

undisputed amount within thirty (30) days of the date on which payment was due. Blockwise Insights reserves the right to modify or discontinue offering any portion or version of the Services or Support Services effective as of the conclusion of Customer's then-current Subscription Term, provided that Blockwise Insights has provided Customer with at least ninety (90) days' prior written notice of such modification or discontinuance.

5.2 Effect of Termination; Survival. Upon expiration or termination of this Agreement: (a) all subscriptions, licenses, right to use or access the Services will cease; (b) at Customer's written request made within 30 days after such termination or expiration, Blockwise Insights will provide Customer with temporary access to the Blockwise Insights platform to retrieve any Customer or transaction log data left in Blockwise Insights's system; (c) for Blockwise Insights's material breach of the Agreement, Blockwise Insights will refund to Customer amounts owed to Customer in respect of unused Service as of the effective date of the termination; and (d) Sections 1, 2.3, 3, 4, 5.2, 6.2, and 7 through 10 will survive.

6. Representations and Warranties.

6.1 Limited Warranty by Blockwise Insights. Blockwise Insights represents and warrants to Customer that the Services will conform to the Documentation. Customer's sole and exclusive remedy to the breach of such representation and warranty is that Customer will have thirty (30) days following the effective date of an Order Form to accept or reject the Services. Upon receiving a defect notice from Customer, Blockwise Insights shall have a reasonable time, at no charge to Customer, to remedy the non-conformance and resubmit the Services to Customer. If Blockwise Insights is unable to remedy the non-conformance, Customer may accept the Services "as is", subject to a reasonable fee adjustment, or Customer may, at its option, terminate this Agreement and receive a full refund of all fees paid to Blockwise Insights for such Services. Blockwise Insights will have no obligation under this Agreement to correct, and Blockwise Insights makes no warranty with respect to, errors caused by or attributable to: (1) use of the Services in a manner inconsistent with the Documentation or this Agreement; or (2) hardware or software misuse, modification, or malfunction.

6.2 WARRANTY DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 OF THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, Blockwise Insights DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE Services MAY BE SUBJECT TO LIMITATIONS, RISKS, AND OTHER PROBLEMS INHERENT IN ELECTRONIC COMMUNICATIONS, AND Blockwise Insights DOES NOT WARRANT THAT USE OF THE Services IS RISK-FREE.

7. Indemnification.

7.1 Infringement Claims Against Blockwise Insights. Blockwise Insights will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party alleging that Customer's use of the Services in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify and hold harmless Customer from any damages, attorney fees and costs finally awarded to such third parties as a result of, or for any amounts paid by Blockwise Insights under a settlement of, such Claim made in accordance with the terms of Section 7.5 (Indemnity Process). The foregoing obligations do not apply to any Claim based on or arising from: (A) any modification of the Services not done by Blockwise Insights or strictly in accordance with Blockwise Insights's written instructions, if the Claim would not have arisen but for such modification; (B) any failure by Customer to implement updates or upgrades to the Services as supplied by Blockwise Insights, if the Claim would not have arisen had such update or upgrade been implemented; (C) the combination, operation, or use of the Services with non-Blockwise Insights programs, data or documentation not recommended by the Documentation or Blockwise Insights in writing, if such infringement would have been avoided by the use of the Services without such combination, operation or use; (D) any use of the Services that is not

expressly permitted under this Agreement or the Documentation, (E) Customer's continued use of infringing Services after Blockwise Insights, at no additional charge, supplies or offers to supply modified or replacement non-infringing Services as contemplated under Section 7.2 below; or (F) the Customer Data.

7.2 Infringement. If Blockwise Insights receives written notice from Customer of an infringement or misappropriation Claim arising directly out of the Services (and not arising subject to the exceptions stated in Section 7.1), Blockwise Insights may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate; (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement; or (iii) if (i) and (ii) are not practicable despite Blockwise Insights's reasonable efforts, then Blockwise Insights may terminate Customer's subscription to the Services and refund Customer a pro-rated amount of any prepaid fees covering the remainder of the Subscription Term of the terminated subscription. This Section 7 states Blockwise Insights's sole liability, and Customer's exclusive remedy, for any infringement or misappropriation of third-party intellectual property rights by the Services.

7.3 By Customer. Customer will defend Blockwise Insights against any Claim made or brought against Blockwise Insights by a third party alleging that Customer Data violates a third party's data privacy right(s) under applicable laws and/or infringes on a third party's Intellectual Property Rights, and will indemnify and hold harmless Blockwise Insights from any damages, attorney fees and costs finally awarded to such third parties as a result of, or for any amounts paid by Customer under a settlement of such Claim made in accordance with the terms of Section 7.4 (Indemnity Process).

7.4 Indemnity Process. Each party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying party, at the indemnifying party's expense, sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle any Claim unless the settlement unconditionally releases the indemnified party of all liability for the Claim without acknowledgment by the indemnified party of fault or wrongdoing); (c) providing to the indemnifying party all available information in its possession and reasonable assistance in connection with the Claim, at the indemnifying party's request; and (d) not compromising or settling such Claim. The indemnified party may otherwise participate in the defense of the Claim, at the indemnified party's sole expense (not subject to reimbursement).

8. Limitation of Liability.
8.1. LIMITATION OF DAMAGES. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR USE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. LIMITATION OF AMOUNT. EXCEPT FOR EACH PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, WHICH SHALL BE LIMITED TO TWO MILLION DOLLARS ($2,000,000), AND DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER Blockwise Insights NOR CUSTOMER SHALL BE LIABLE FOR AGGREGATE LIABILITY THAT EXCEEDS THE SUMS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM(S) OR SOW(S) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT FROM WHICH THE CLAIM AROSE).

No Claim against Blockwise Insights may be brought more than one year after the events or facts giving rise to such claim have arisen. The limitations of liability and exclusions of damages in this Section 8 form an essential basis of the bargain between the parties and shall survive and apply even if any remedy specified in this Agreement is found to have failed its essential purpose.

9. Information Protection.

9.1 Confidentiality. Each party acknowledges that in connection with this Agreement it may obtain Confidential Information of the other party. The receiving party ("Recipient") shall not access or use, or permit the access or use of, the Confidential Information of the disclosing party ("Discloser") other than as necessary to perform Recipient's obligations or exercise its rights hereunder. Recipient may not knowingly disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees, officers, directors, consultants, contractors, agents or advisors ("Representatives") who have a need to know for purposes of the Recipients' exercise of its rights or performance of its obligations under this Agreement and who are bound in writing to keep such information confidential consistent with this Agreement. Recipient acknowledges and agrees that it is responsible and liable for any breach by its Representatives of this section of this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure and will not use less than a reasonable degree of care. The foregoing will not apply to any information that: (i) was or becomes generally known by the public through no fault of Recipient or its Representatives; (ii) was known to Recipient, without restriction on disclosure, prior to disclosure by Discloser; (iii) was lawfully disclosed by a third party to Recipient, without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) is expressly permitted to be disclosed pursuant to the terms of this Agreement. If the Recipient or any of its Representatives is required pursuant to a judicial or other governmental order or proceeding to disclose any Confidential Information of Discloser, then, to the extent permitted by applicable law, the Recipient shall promptly notify the Discloser of such requirement prior to disclosure so that the Discloser can seek a protective order or other remedy.

Upon Discloser's written request at any time and subject to any contrary obligations under this Agreement or applicable law, Recipient shall at Discloser's direction promptly return or destroy and erase from all systems it uses or controls all or part of any originals and copies of documents, materials and other embodiments and expressions in any form or medium that contain, reflect, incorporate or are based on Discloser's Confidential Information, in whole or in part, except to the extent required by applicable law or retained in backup systems until deleted in the ordinary course (at least within one year), provided that all such information and materials will remain subject to the confidentiality and security requirements set forth in this Agreement. Recipient shall provide, upon request, a written statement to Discloser certifying that it has complied with the requirements of this section.

9.2 Data Privacy. Blockwise Insights will comply with its Privacy Policy, which will be updated from time to time. The parties agree to work together in good faith, using commercially reasonable efforts, to address any national or regional data privacy requirements, including, if necessary, through entry into appropriate data protection agreements. Customer acknowledges that Blockwise Insights has no responsibility or liability for any content or data that Customer processes with the Services. Customer further acknowledges and agrees that (i) the Services function only as a tool or vehicle for data processing; (ii) Blockwise Insights cannot and does not control the jurisdiction where the data originates; and (iii) neither Blockwise Insights nor the Services is a "data controller" or similar under applicable law with respect to Customer's content or data. Customer acknowledges and agrees that as between Customer and Blockwise Insights, Customer is the sole "data controller" and Customer shall ensure that Customer is in full compliance with applicable data protection and privacy laws, especially with laws that apply to the use or transmission of sensitive information, personal data or information or personally identifiable information.

10. General.

10.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder will be in writing and will be served by personal service, certified or registered mail or confirmed electronic transmission (email) of a scan or PDF at the address of the receiving party set forth in the Order Form (or at such different address as may be designated by such

party by written notice to the other party) and shall be deemed complete upon receipt. The email address of Blockwise Insights for this purpose is legal@Blockwise Insights.com.

10.2 Assignment. Neither party may assign this Agreement, by operation of law or otherwise, without the other party's prior written approval; provided, however, that a party may assign its rights and obligations under this Agreement, without the approval of the other party, to an entity that acquires all or substantially all of the assets or equity of the assigning party; provided, further that the party receiving the assignment assumes all of the rights and of the assigning party. Any attempted assignment in violation of the foregoing will be null and void.

10.3 Governing Law; Venue; Arbitration. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of California, USA, without regard to conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor UCITA will apply. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, if Customer is headquartered outside of Europe, the Middle East or Africa ("EMEA"), shall be determined by final and binding arbitration administered by JAMS in San Francisco, California, USA before: (a) one arbitrator if the amount of the claim(s) is less than One Million Dollars ($1,000,000); or (b) three (3) arbitrators if the amount of the claim is equal to or greater than One Million Dollars ($1,000,000) (with each party choosing one arbitrator and the two selected choosing the third arbitrator). The arbitration shall be administered by JAMS pursuant to the following JAMS Rules: (i) if both parties to the Agreement are based in the United States (even if one has a parent company located outside the United States) and the amount of the claim(s) is less than $1,000,000, the JAMS Streamlined Arbitration Rules and Procedures; if both parties are located in the United States (even if one has a parent company located outside the United States) and the amount of the claim(s) is equal to or greater than $1,000,000, the JAMS Comprehensive Arbitration Rules and Procedures; and (iii) if one of the parties to the Agreement is based outside the United States but not in EMEA, the JAMS International Arbitration Rules and Procedures. In the foregoing examples, the Agreement is governed by the laws applicable in, and the arbitration panel shall apply the laws applicable in, the State of California, USA (excluding its principles of conflicts of laws). In the event that one of the parties is headquartered in EMEA and such party has not entered into this Agreement through a US subsidiary, then the arbitration shall be administered by JAMS in London using the JAMS International Rules and Procedures, and applying the laws of England and Wales. In any scenario, judgment on the arbitral award may be entered in any court having jurisdiction thereof. This Section shall not preclude parties from seeking provisional/equitable remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration panel shall, in the arbitral award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator(s) and the reasonable attorneys' fees (and accountant's fees) of the prevailing party, for payment by the non-prevailing party, and shall determine the prevailing party for this purpose.

10.4 Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Services. Neither party shall have any authority to contract for or bind the other party in any manner whatsoever.

10.5 Export Compliance. The Services may be subject to U.S. and foreign export control laws. Customer agrees to comply with all laws and regulations of the United States and other countries where the Services are used by Customer to ensure that they are not exported, directly or indirectly, in violation of such laws.

10.6 Force Majeure. Neither party shall be liable for its inadequate performance under this Agreement caused by any condition beyond the reasonable control of the affected party, including but not limited to acts of God, acts of government, third party criminal acts, acts of terror or civil unrest. The affected party shall use its best efforts to mitigate, avoid or remove

such cause or non-performance and to restore performance to normal level as quickly as possible whenever such causes are removed.

10.7 Publicity. Blockwise Insights may use the Customer's name and logo on its website or in any of its advertising, publicity, or promotional material, and Blockwise Insights will use its best efforts to coordinate such advertising or promotion with Customer, including confirmation of proper display of Customer's logo.

10.8 Waiver; Amendment; Severability. A party's failure to enforce any provision in this Agreement will not constitute a waiver unless in writing. No amendment hereof will be effective unless in writing and signed by both parties. If any provision of this Agreement is determined to be unenforceable by any tribunal, it will be changed and interpreted to accomplish the objectives of such provision to the extent legally permissible; remaining provisions will continue in full force and effect. Neither party will be liable for failure to perform due to causes beyond its reasonable control.

10.9 Entire Agreement. This Agreement and all related Order Forms and Addenda form the entire agreement between Customer and Blockwise Insights regarding the subject matter hereof. Any conflict between this Master Subscription Agreement and the terms of any SOW, any Order Form, or other exhibit hereto, will be resolved in the following order: (a) any Order Form in date order with the most recent Order Form being of highest precedence; (b) any SOW; and (c) this Master Subscription Agreement. This entire agreement supersedes all prior or contemporaneous negotiations or agreements, both oral and written, between the parties regarding its subject matter. Any preprinted terms on any Customer purchase order will have no effect on the terms of this Agreement and are hereby rejected. Headings are for reference purposes.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties have caused this Agreement to be executed by their respective authorized representatives, as of the date indicated below the representative's signature.

Exhibit A

Service Level Agreement

This Blockwise Insights Service Level Agreement ("SLA") describes the service level policies under which Blockwise Insights provides the Services to Customer.

All of the service and performance standards set forth in this SLA are subject to Customer's compliance with Blockwise Insights's technical requirements for the Services, as well as Customer's compliance with the Agreement.

1. Services Availability.

Following user acceptance testing and effective as of the first day Customer's production instance is operational, Blockwise Insights will meet the Availability excluding excusable downtime ("Excusable Downtime") when providing Services to Customer.

Excusable Downtime includes:

a. Updates and Maintenance

Scheduled. To maximize optimal performance of the servers that provide the Services for Customer, Blockwise Insights will perform routine maintenance and apply standard updates to the servers and the Services from time to time. When Services updates are made, they are typically performed or applied between the hours of midnight and 4 a.m., Eastern Time on a Sunday to ensure maximum availability to customers. For routine maintenance, Blockwise Insights will use commercially reasonable efforts to notify Customer at least forty-eight (48) hours in advance. For all scheduled updates and maintenance, the average amount of downtime typically does not exceed four hours per month.

Availability (excluding Excusable Downtime): 99.95%

Emergency. Blockwise Insights may need to make emergency updates to address security, privacy, legal, regulatory, or third-party hardware and software issues not foreseen by

Blockwise Insights or within Blockwise Insights's reasonable control. In such cases, Blockwise Insights will apply the update as soon as possible. Customer agrees to cooperate with Blockwise Insights in the deployment of all such emergency updates. While Blockwise Insights will use commercially reasonable efforts to notify Customer in advance of any emergency updates, due to the nature of the update, Blockwise Insights in its sole discretion may not be able to notify Customer until after the update is made.

b. Network Unavailability beyond Blockwise Insights' Control: Blockwise Insights' inability to pass incoming and outgoing TCP/IP traffic due to network issues not caused by Blockwise Insights. This may include systemic disruption of internet carrier telecommunications or equipment, other interruptions of service on the hosted services providers or the Customer's portion of the network, or interruptions or significant degradations of service caused by denial of service or similar attacks. Network Unavailability Beyond Blockwise Insights's Control is considered Excusable Downtime for its entire duration and takes precedence over any other downtime cause with respect to calculating Services Availability.

Availability: The Availability percentage shall be determined as follows:

[Total minutes in a given month that the Services were accessible to Customer PLUS Excusable Downtime]

DIVIDED BY [Total minutes in a given month]

MULTIPLIED BY 100

c. 3rd party API Unavailability: Blockwise Insights' inability to to pull data from a 3rd party API not caused by Blockwise Insights. This may include system outages, bugs, or other disruptions that cause the 3rd party to not respond appropriately. 3rd party API Unavailability is considered Excusable Downtime for its entire duration and takes precedence over any other downtime cause with respect to calculating Services Availability.

2. Services Credits and Early Termination.

If Customer believes that Blockwise Insights has failed to maintain Availability for a particular month and wishes to receive a Services Credit (as defined below), Customer must notify Blockwise Insights within ten (10) business days following the end of the month in which the failure occurred. Service level claims will be verified against Blockwise Insights's system records, which will prevail in event of any conflict with Customer records. Availability measurements will be conducted by Blockwise Insights. Platform availability statistics are available to Customer via trust.Blockwise Insights.com.

Subject to the procedures in this section, in the event of a verified Availability failure, Blockwise Insights will credit Customer's account one day's current fees (calculated as Order Form ACV paid by Customer divided by 365) for each one full percent (1%) of Services unavailability in such month below the Services Availability percentage ("Services Credits"). Services Credits in any month will not exceed twenty-five percent (25%) of monthly fees (calculated as the daily fee described above multiplied by 30) and will be applied in the month following the Services unavailability only. Receipt of Services Credits will be Customer's sole and exclusive remedy for any failure or interruption of the Services, except, however, in the event Blockwise Insights fails to meet Availability levels set forth in this Exhibit A in three (3) or more months min any given twelve (12) month period, and Customer provides notice in writing of same, Customer shall also have the right to terminate the Services and Agreement pursuant to Section 5.1 for Blockwise Insights's breach, without the obligation to provide Blockwise Insights an opportunity to cure. Customer may redeem Services Credits for cash only in the event of termination of the Agreement before the credits can be utilized, in which case the amount of credits due shall be provided in the form of a refund to Customer.