

These Chain Partner Terms of Service (the “Chain Partner Terms”) govern the development and related collaboration described in one or more order forms referencing these Terms (each, an “Order Form”). These Terms are an agreement between Alchemy Insights, Inc. (“Alchemy,” “we,” “us,” or “our”) and the entity that accepts these Terms (“Chain Partner,” “you,” or “your”).

BY CLICKING A BUTTON OR CHECKBOX TO ACCEPT OR AGREE TO THESE TERMS, OR BY ENTERING INTO AN ORDER FORM THAT REFERENCES THESE TERMS, YOU AGREE TO BE BOUND BY THESE TERMS.

## **1. Order Forms; Structure**

1.1 Order Forms. Each Order Form will incorporate these Terms by reference and will be part of the agreement between the parties.

1.2 Order Form Controls for Business Terms. If there is a conflict between an Order Form and these Terms, the Order Form will control only for the subject matter of that Order Form.

1.3 Definitions. Capitalized terms used but not defined in an Order Form have the meanings in these Terms.

## **2. The Collaboration**

2.1 Development Collaboration. The parties will carry out the development activities described in the applicable Order Form (the “Development Collaboration”). Subject to your timely payment of any applicable fees and as set forth in the Order Form, Alchemy will use commercially reasonable efforts to develop APIs and other software (the “Alchemy Developments”) to enable developers to build applications on your network (the “Network”) using the Alchemy services.

2.2 Chain Partner Inputs. You will provide Alchemy with the Network node software under the license terms specified in the Order Form so that Alchemy can develop the Alchemy Developments. The Network node software must meet Alchemy’s Technical Requirements for Network Partners available at <https://legal.alchemy.com>. During the Term, you will also provide other data and information about the Network that Alchemy reasonably needs to support developers’ use of the Alchemy services.

2.3 Cooperation. You will cooperate with Alchemy to fix errors or problems in your software (including the Network node software) to facilitate the integration or interoperation of your software with the Alchemy Developments.

2.4 Marketing Collaboration. Each party may include the other party’s name and logo in press releases and marketing materials related to the Development Collaboration, subject to Section 5.1 (Trademark License) and the applicable Order Form. Alchemy may reference the Collaboration to developers for outreach, pre-sales engagement, and marketing purposes.

2.5 Dependencies. Alchemy's obligations with respect to development and support collaboration hereunder are contingent upon Chain Partner satisfying each of the following dependencies (collectively, the "Chain Partner Dependencies"):

2.5.1 Network Node. Chain Partner will maintain a working, stable, and up-to-date Network node that meets Alchemy's standard technical requirements, as published and updated from time to time at [LINK TO ALCHEMY LEGAL PAGE];

2.5.2 License Compliance. The Network node software will remain in compliance with all applicable Network license terms and conditions;

2.5.3 Engineering Support. Chain Partner will provide active engineering support from the personnel responsible for building the Network, including participation in a dedicated shared Slack channel with daily engagement from Chain Partner leadership and core engineering staff; and

2.5.4 Advance Notice. Chain Partner will provide Alchemy with no less than thirty (30) days' advance written notice, via the dedicated Slack channel, of any hard forks, security updates, or other required node upgrades.

To the extent Chain Partner fails to satisfy any of the Chain Partner Dependencies, Alchemy may suspend its corresponding development and support obligations until such dependency is remediated, and Alchemy will not be liable for any resulting delays or failures in performance.

### **3. Payments**

3.1 Fees. You will pay Alchemy the fees (if any) set forth in the applicable Order Form.

3.2 Late Payments; Suspension. If you fail to pay any amount when due, Alchemy may: (a) charge a late fee at 1.5% per month (or the highest rate permitted by law, if lower); and (b) suspend services and performance under these Chain Partner Terms until all past-due amounts are paid.

3.3 Collection Costs. You will reimburse Alchemy for all reasonable costs and expenses incurred to collect overdue amounts, including reasonable attorneys' fees.

### **4. Intellectual Property**

4.1 Background IP. Each party retains all intellectual property rights it owned or controlled before the Effective Date.

4.2 Solely Created Technology. Each party solely owns the intellectual property it develops independently under these Chain Partner Terms. The other party receives no rights in that intellectual property except as expressly stated in these Chain Partner Terms or the applicable Order Form.

4.3 Jointly Created Technology. The parties do not expect to create jointly developed technology under these Chain Partner Terms. If the parties jointly conceive inventions while performing under these Chain Partner Terms, the parties will agree in writing on an ownership and licensing model for any applicable intellectual property rights.

4.4 Improvements; Assignment. Notwithstanding Section 4.3:

4.4.1 Any modifications or improvements to Chain Partner intellectual property (excluding the Alchemy Developments) will belong solely to Chain Partner, and Alchemy assigns to Chain Partner any rights it may have in those modifications or improvements.

4.4.2 Any modifications or improvements to Alchemy's proprietary software and other technology (collectively, the "Alchemy Technology"), the Alchemy services, or the Alchemy Developments will belong solely to Alchemy, and Chain Partner assigns to Alchemy any rights it may have in those modifications or improvements.

Each party will execute documents reasonably requested by the other party to evidence any such assignment.

4.5 Feedback. If either party provides comments or suggestions about the other party's products or services ("Feedback"), the providing party grants the receiving party a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable license to use the Feedback for any purpose without restriction or obligation.

4.6 No Reverse Engineering. You will not reverse engineer, disassemble, or decompile Alchemy Technology or the Alchemy Developments. Alchemy will not reverse engineer, disassemble, or decompile Chain Partner technology provided under these Chain Partner Terms.

4.7 No Other Licenses. Except for the licenses expressly granted in these Chain Partner Terms or an Order Form, neither party grants the other any rights or licenses to its intellectual property.

## **5. Trademarks**

5.1 Trademark License. Subject to these Chain Partner Terms, each party ("Licensor") grants the other party ("Licensee") a limited, non-exclusive, royalty-free license during the Term to reproduce and display Licensor's name, logo, brand, authorized trademark or other indicia of source solely as approved in writing by Licensor ("collectively, "Authorized Trademarks") and solely for marketing the Collaboration and approved proprietary software interfaces.

5.2 Guidelines; Notices. Licensee will use Authorized Trademarks in accordance with Licensor's trademark guidelines and instructions (as updated from time to time). Licensee will reproduce all proprietary rights notices on copies it makes and will not remove, alter, or obscure those notices.

5.3 Changes and Removal. At Licensor's request, Licensee will promptly modify or discontinue any use of Authorized Trademarks.

## **6. Confidentiality**

6.1 Confidential Information. “Confidential Information” means any business or technical information disclosed by one party to the other that is marked confidential/proprietary when disclosed in writing, identified as confidential/proprietary when disclosed orally (and summarized in writing within thirty (30) days), or that a reasonable person would understand to be confidential under the circumstances. The terms and conditions of any negotiated agreement, the terms of any Order Form, non-public elements of each party’s technology and product offerings are Confidential Information whether or not marked.

6.2 Exclusions. Confidential Information does not include information that: (a) the public knows or comes to know through no fault of the receiving party; (b) the receiving party rightfully knew without confidentiality obligations at the time of disclosure; (c) the receiving party independently developed prior to agreeing to these Chain Partner Terms; or (d) was rightfully obtained from a third party without restriction on use or disclosure.

6.3 Use and Disclosure Restrictions. Each party will use the other party’s Confidential Information solely to perform its obligations under these Chain Partner Terms and will not disclose it to any third party except to its employees, agents, and subcontractors (“Representatives”) who need to know such Confidential Information to perform under these Chain Partner Terms, provided each Representative is bound by written confidentiality obligations at least as protective as these Chain Partner Terms. Each party is responsible for all acts and omissions of its Representatives.

6.4 Standard of Care; Legal Process. Each party will use all reasonable efforts to protect the other party’s Confidential Information, and in no event less than the efforts it uses to protect its own proprietary information of similar importance. A party may disclose the other party’s Confidential Information if required by court order or governmental request, provided the disclosing party will promptly notify the other party (if legally permitted) so it may contest the disclosure.

6.5 Injunctive Relief. Each party acknowledges that a breach of this Section 6 may cause irreparable harm for which monetary damages are inadequate, and that injunctive relief is an appropriate remedy.

## **7. Term and Termination**

7.1 Term. These Terms take effect on the date specified as the "Effective Date" in the first Order Form (or, if no date is specified, the date you accept these Chain Partner Terms) and remain in effect for as long as any Order Form is active, unless a party terminates earlier under these Chain Partner Terms. Unless stated otherwise in the Order Form, the Order Form automatically renews for successive one year periods until either party provides written notice of non-renewal before the end of the then-current term.

7.2 Non-Renewal; Payment Acceleration. If you provide a notice of non-renewal, all outstanding payment obligations become immediately due and payable as of the date of that notice.

7.3 Termination for Cause. Either party may terminate these Chain Partner Terms for cause upon thirty (30) days' written notice describing the breach in reasonable detail. The terminating party will withdraw its termination notice if the other party cures the breach within the thirty (30) day period.

7.4 Immediate Termination. Alchemy may terminate these Chain Partner Terms immediately upon written notice if Chain Partner: (a) ceases to carry on its business; (b) liquidates or dissolves; (c) disposes of a substantial portion of its assets; (d) becomes insolvent or makes an assignment for the benefit of creditors; or (e) becomes the subject of bankruptcy, insolvency, receivership, liquidation, or similar proceedings.

7.5 Effect of Termination. Upon termination or expiration of the Chain Partner Terms: (a) the Trademark licenses granted in Section 5 automatically terminate; (b) each party will, upon written request, promptly cease using the other party's Confidential Information and will return or destroy all copies and permanently erase electronic copies (except copies on backup tapes/archives which will be deleted in the ordinary course); and (c) all amounts owed under these Chain Partner Terms or any Order Form become immediately due and payable.

7.6 Survival. The following Sections survive termination or expiration: Sections 4, 6, 7.5, 7.6, and Sections 8–11.

## **8. Representations and Warranties; Disclaimer**

8.1 Mutual Representations. Each party represents and warrants to the other that: (a) it is duly organized and validly existing; (b) it has full power and authority to enter into these Chain Partner Terms and perform its obligations; (c) it has taken all necessary action to authorize these Chain Partner Terms; (d) these Chain Partner Terms are a valid and binding obligation of that party; (e) it is not, and will not become, subject to restrictions that prevent it from entering into or performing its obligations under these Chain Partner Terms; and (f) it will perform its obligations in good faith and in a professional and workmanlike manner using personnel familiar with its technology.

8.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE CHAIN PARTNER TERMS OR AN ORDER FORM, NEITHER PARTY MAKES ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## **9. Limitation of Liability**

9.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR SECTION 6 (CONFIDENTIALITY) AND SECTION 10 (MUTUAL INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE,

OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOST GOODWILL, OR REPUTATIONAL DAMAGE, ARISING FROM OR RELATED TO THESE CHAIN PARTNER TERMS OR EITHER PARTY'S TECHNOLOGY, PRODUCTS, OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER THOSE DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY..

9.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR PAYMENT OBLIGATIONS (SECTION 3), CONFIDENTIALITY OBLIGATIONS (SECTION 6), AND INDEMNIFICATION OBLIGATIONS (SECTION 10), EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE CHAIN PARTNER TERMS, THE CORRESPONDING ORDER FORM(S), OR EITHER PARTY'S TECHNOLOGY, PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY AND REGARDLESS OF WHETHER THOSE DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE GREATER OF \$100,000 (USD) OR THE TOTAL FEES CHARGED IN THE CALENDAR YEAR IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **10. Mutual Indemnification**

10.1 Indemnity. Each party (the "Indemnifying Party") will defend the other party, its employees, officers, and directors (collectively, the "Indemnified Parties") against any third-party claim, suit, or proceeding (each, a "Claim"), and indemnify and hold harmless the Indemnified Parties against any damages, costs, fees (including reasonable attorneys' fees), or expenses finally awarded in a non-appealable order or settlement (collectively, "Losses") to the extent arising from the Indemnifying Party's: (a) marketing misrepresentations or false advertising in connection with these Chain Partner Terms or the applicable Order Form; (b) Authorized Trademarks usage infringing a third party's intellectual property rights when used in accordance with these Chain Partner Terms; or (c) violation of applicable law or regulation.

10.2 Process. The Indemnified Party will promptly (and in any event within thirty (30) days after becoming aware of a Claim) notify the Indemnifying Party of the Claim and will reasonably cooperate in the defense and settlement. The Indemnifying Party will have sole control of the defense and settlement, provided it may not settle a Claim without the Indemnified Party's prior written approval. The Indemnified Party may participate with counsel of its choice at its own expense.

## **11. General**

11.1 No Partnership. These Chain Partner Terms do not create an agency, partnership, joint venture, or other legal association. Neither party may bind, create any obligation of any kind for, or make any representation or warranty on behalf of, the other party, whether express or implied.

11.2 Force Majeure. Neither party will be liable for a performance failure or delay caused by events outside its reasonable control, including war, civil unrest, acts of God, epidemic/pandemic, electrical, internet, data center or other outages not caused by the obligated party, or governmental restrictions. This Section does not excuse payment obligations.

11.3 No Third Party Beneficiaries. No provision of these Chain Partner Terms is intended, nor shall it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any third party

11.4 Entire Agreement. These Chain Partner Terms and each Order Form (including any Exhibits thereto) constitute the entire agreement on their subject matter and supersede prior agreements and understandings. The parties may execute these Chain Partner Terms and Order Forms electronically, and electronic signatures will be treated as original signatures.

11.5 Governing Law; Dispute Resolution. These Chain Partner Terms shall be governed by and construed in accordance with the substantive laws of the State of California without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties agree that all disputes will be resolved by confidential binding arbitration before JAMS in San Francisco, California, under the JAMS Comprehensive Arbitration Rules & Procedures. Either party may seek injunctive or equitable relief in court for violations of payment rights, Confidential Information, and/or intellectual property rights. The parties may participate in dispute resolution by video conference.

11.6 Export Controls. Each party must obtain all required U.S. export licenses or governmental approvals before exporting, directly or indirectly, any technical data received from the other party under these Chain Partner Terms, or any product incorporating such data, to any country with respect to which the U.S. government or any of its agencies requires such authorization at the time of export.

11.7 Modification; Waiver. Any amendment, modification, or waiver must be in writing signed by the party or parties to be bound. Either Party's failure to enforce any provision of these Chain Partner Terms or the Order Form will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of these Chain Partner Terms or the Order Form will be effective unless it is in writing and signed by the Party granting the waiver.

11.8 Assignment. These Chain Partner Terms and the Order Form are binding and benefits both parties and their respective successors and permitted assigns. Neither party may assign an Order Form or these Chain Partner Terms without the other party's prior written consent, except that either party may assign an Order Form or these Chain Partner Terms without consent to a successor in connection with a merger, consolidation, dissolution, or a sale or transfer of all or substantially all of its assets. Any attempted assignment in violation of this section is void.

11.9 Severability. If any provision is held invalid, illegal, or unenforceable, the remaining provisions remain in effect and will be enforced to the maximum extent permitted.

11.10 Construction. Headings are for convenience only and do not affect interpretation of these Chain Partner Terms. "Including" means "including but not limited to."