

## GLASSNODE MASTER SERVICES AGREEMENT

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This Glassnode Master Services Agreement (“**MSA**”) is entered into between Glassnode Services AG., a Swiss stock corporation having its principal place of business at Neuhofstrasse 22, 6340 Baar, Switzerland (“**Glassnode**”), and the contracting party identified on the Order Form (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**”, as of the date of last signature below (the “**MSA Effective Date**”). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in the applicable Order Form(s), each of which become binding on the Parties and are incorporated into this MSA upon execution of an Order Form. Each Order Form is governed by and incorporates the following documents in effect as of the effective date of the applicable Order Form, collectively referred to as the “**Agreement**”, that consists of:

1. the Order Form,
2. any attachments, addenda, and/or appendix(ices) to this MSA; and
3. this MSA.

The applicable attachment(s), addenda, and appendix(ices) is determined by the Glassnode Service(s) purchased on the Order Form. In the event of a conflict, the order of precedence is as set out above in descending order of control.

**MSA Version: December, 2023**

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## 1. DEFINITIONS

**“Account”** means a unique account established by Customer to enable its Authorized Users to access and use a Glassnode Service.

**“Affiliate”** of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party’s Affiliate as long as that interest is maintained.

**“API”** meaning Application Programming Interface is what API stands for. API is a set of definitions and protocols that allow technology products and services to communicate via the internet.

**“API Call”** is simply the process of sending a request to your API after setting up the right endpoints. Upon receiving your information, it is processed, and you receive feedback.

**“Authorized User”** means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer in Customer’s Account to use the Glassnode Services. An Authorized User must be identified by a unique email address and username, and two or more persons may not use the Glassnode Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the Glassnode Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in the Agreement and is accessing or using the Glassnode Services solely to support Customer’s and/or Customer Affiliates’ internal business purposes.

**“Confidential Information”** means: (a) for Glassnode and its Affiliates, the Glassnode Services, Documentation and other related technical information to the Glassnode Platform, security policies and processes, product roadmaps, and pricing; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party or its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party, including its Affiliates, receiving Confidential Information (**“Recipient”**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) the existence and the terms and conditions of the Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of the Agreement by the Recipient; (ii) was rightfully in the Recipient’s possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party’s Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure; or (v) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the Recipient, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure.

**“Customer Data”** means any content, materials, data and information that Customer or its Authorized Users enter into the Glassnode Services, including, but not limited to, any Customer personal data and information. Customer Data does not include any component of the Glassnode Services or material provided by or on behalf of Glassnode.

**"Documentation"** means Glassnode's then-current technical and functional documentation of the API for the Glassnode Services as made generally available by Glassnode.

**"Glassnode-Platform"** means Glassnode's Internet Platform for the provision of Glassnode Services as described below.

**"Glassnode Service(s)"** means the services provided by Glassnode under an Order Form including data, knowledge, tracking and analytic functions to enable better investment and trading decisions in crypto currencies and coins, and to ease management of portfolios. Glassnode Service(s) may also include software, source code, or other technology licensed to Glassnode from third parties and embedded into the services that Glassnode provides to Customer. Notwithstanding the foregoing, Glassnode Services do not include Third-Party Services (defined below).

**"Indemnified Party(ies)"** means the Party (whether Glassnode or Customer) being indemnified under Section 9 (Third-Party Claims), including its and its Affiliates and their respective employees, directors, agents, and representatives.

**"Indemnifying Party(ies)"** means the Party (whether Glassnode or Customer) that is providing indemnification under Section 9 (Third-Party Claims).

**"Order End Date"** means the end date for provision of a respective Glassnode Service specified in a corresponding Order Form. After the initial term there would also be the option of an auto-renewal in the Order Form.

**"Order Form"** means the order form provided by Glassnode that sets forth the pricing and the Glassnode Services selected by Customer.

**"Order Start Date"** means the start date for provision of a respective Glassnode Service specified in a corresponding Order Form.

**"System"** means the software systems and programs, the communication and network facilities, and the hardware and equipment used by Glassnode or its agents to make available the Glassnode Services via the Internet.

**"Third-Party Services"** means services, software, products, applications, integrations, and other features or offerings that are provided by Customer or obtained by Customer from a third party.

## 2. USAGE AND ACCESS RIGHTS

**2.1 Right to Use.** Glassnode will provide the Glassnode Services to Customer and its Authorized Users as set forth in the Order Form. Subject to the terms and conditions of the Agreement, Glassnode grants to Customer and its Authorized Users a non-exclusive, non-transferable, revocable, worldwide license (without the right to grant sublicenses) to access and use the Glassnode-Platform and its Services during the Term, solely for research, internal and own commercial use in connection with its and its Affiliates' business purposes as set forth in this Section 2 (Usage and Access Rights), but Customer shall not otherwise

distribute, sublicense or resell the Glassnode Platform and Services and/or the Data. Customer will ensure that its Affiliates and all Authorized Users using the Glassnode Platform and its Services under its Account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Where this Agreement uses phrases like "Customer agrees", "Customer acknowledges", "Customer represents, warrants, and covenants", or the like, including where Customer is bound by restrictions or limitations (including but not limited to limitations of liability and indemnifications), Customer agrees that it has the authority to cause, and will before their access and use of the Glassnode Platform and/or Services and/or API cause, each of its Affiliates to be bound to such restrictions or limitations to the same extent as Customer. Customer shall be liable to Glassnode for the acts and omissions of its Affiliates. Affiliates are not third-party beneficiaries of the Agreement and Customer alone shall have the right to bring any claim that might otherwise have been brought against Glassnode by Customer or any of its Affiliates.

**2.2 API Program.** Next to its basic package Glassnode offers a usage-based API Program coming with different limitations of API Calls per month. The exact number of API Calls per month will be displayed in the Order Form. Glassnode sets and enforces the limits on your use of the APIs according to your package based on the Order Form. You agree to, and will not attempt to circumvent, such limitations documented with the API. If you would like to use any API beyond these limits, you must obtain Glassnodes' express consent (and Glassnode may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Glassnode Sales team for information. For the avoidance of doubt, please be aware that even the highest API tier is not unlimited, but certainly has a technical rate limit per Minute.

**2.2 a) API Monitoring.** YOU AGREE THAT GLASSNODE MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE GLASSNODE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE AGREEMENT. This monitoring may include Glassnode for example to monitor the limits of API calls set forth in the Order Form or identify security issues that could affect Glassnode or its users. You will not interfere with this monitoring. Glassnode may use any technical means to overcome such interference. Glassnode may suspend access to the API by you without notice if we reasonably believe that you are in violation of the Agreement.

**2.2 b) API Prohibitions.** When using the API, you may not (or allow those acting on your behalf to):

- 1) Sublicense an API for use by a third party (e.g. static or streaming redistribution). Consequently, you will not create an API that functions substantially the same as the Glassnodes' APIs and offer it for use by third parties.
- 2) Perform an action with the intent of introducing to Glassnodes' products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- 3) Interfere with or disrupt the APIs or the servers or networks providing the APIs.
- 4) Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

- 5) Use the API for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
- 6) Remove, obscure, or alter any Glassnode MSA, the Terms & Conditions or any links to or notices of those terms.

**2.3 Limited Commercial Use.** The Customer and its Authorized Users may use the Glassnode Platform and/or Services and the **"Data"** internally for research and trading. As part of and in no way limiting the forgoing license, the Customer and its Authorized Users may, as part of and in the Customer's ordinary course of business, create, provide and redistribute to its investors, general partners and limited partners as well as to its customers (**"Permitted Persons"**) and may publish on its websites, blogs and social media accounts (orally, in writing, electronically or otherwise) information, reports, presentations and other publications and visualizations which utilize limited excerpts of the Data, Derived Data made therefrom or information therein, provided that the Customer is not monetizing the Data (and Derived Data) through such redistribution and appropriate references are made to the copyright of Glassnode on such excerpts (**"Limited Excerpts"**). For the avoidance of doubt, Limited Excerpts provides that Customers must not create, provide or distribute any real-time data, charts or metrics (e.g. via API) in the aforementioned manner and for the aforementioned purposes, including to Permitted Persons. **"Derived Data"** means data or other information obtained from calculations, manipulations, analyses, and/or other processes performed by the Customer on the Data or Glassnode Services; provided that the Data does not remain identifiable and may not be readily extracted. At all times ownership of the original source of Data shall remain with Glassnode while the resulting Derived Data shall be owned by the Customer. The Customer will include Glassnode as the source to any charts, tables or publications when the Data and or Glassnode Services or Derived Data have been included.

If the Customer wishes to include the Data or Derived Data into its (paid) offerings to its customers or otherwise commercially exploit them (except for unpaid publications or information to Permitted Persons as set forth above), the Customer undertakes to contact Glassnode in order to enter into a separate Commercial Data Use Agreement.

**2.4 Restrictions.** Customer shall not, and shall not permit its Authorized Users or others under its control to do the following with respect to the Glassnode Platform, Services and API:

(a) use the Glassnode Services and API, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use set forth in the Agreement, including the applicable Order Form;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Glassnode Platform, Services, API, Data or Documentation available for access by third parties except as otherwise expressly provided in the Agreement;

(c) access or use the Glassnode Platform, Services, API, Data or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the Glassnode Platform and/or Services, or (ii) allowing access to its Account by a direct competitor of Glassnode;

(d) reverse engineer, decompile, disassemble, or copy any of the Glassnode Services, API or Platform, or otherwise attempt to derive source code or other trade secrets or create any derivative works from or about any of the Glassnode Services, API or Platform, or use machine-learning algorithm to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes, except pursuant to Customer's non-waivable rights under applicable law, without Glassnode's written consent;

(e) use the Glassnode Platform, Services, API, Data or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) use the Glassnode Platform and/or Services and/or API to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Glassnode Services or any host, network, or account related thereto or use any aspect of the Glassnode Platform or Services components other than those specifically identified in an Order Form, even if technically possible; or

**2.5 Suspension of Access.** Glassnode may suspend any use of the Glassnode Platform and Services or remove or disable any Account or API that Glassnode reasonably and in good faith believes violates Section 2.2, 2.3 and 2.4 above as well as Section 5.1. Glassnode will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless Glassnode reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the Glassnode Platform, Services, API or a third party. Under circumstances where notice is delayed, Glassnode will provide notice if and when the related restrictions in the previous sentence no longer apply.

**2.6 Third-Party Sites.** Glassnode Services may link, interface and integrate with third party software applications and websites that are not operated or controlled by Glassnode ("**Third-Party Sites**"). All such Third-Party Sites shall remain the property of their third-party providers. The Customer hereby acknowledges and agrees that Glassnode is not responsible for the content or practices of the Third-Party Sites. Any links to or content from Third-Party Sites in the Services are provided for Customer's convenience only. Glassnode reserves the right to update or remove any functionality available through the Services at any time for any reason.

### **3. OWNERSHIP AND RESERVATION OF RIGHTS**

**3.1 Customer Data.** Customer Data processed using the Glassnode Platform and Services is and will remain, as between Customer and Glassnode, owned by Customer. Customer hereby grants Glassnode the right to process, transmit, store and disclose Customer Data in order to provide the Glassnode Services to Customer, solely in accordance with the terms of the Agreement and subject to the terms of Section 11.2 ("**Required Disclosure**") below.

**3.2 Glassnode Data, Platform and Services.** Nothing in this Agreement shall constitute a transfer of any proprietary right by Glassnode to Customer. Glassnode, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the Glassnode Platform, Services and Data (including any data and/or analytics made available through the Glassnode Services and/or the Glassnode-Platform, other than Customer Data) and any enhancements, modifications or derivative works thereof, other than Derived Data. As between the Parties, (i) each Party retains ownership in and to its Confidential Information and (ii) Glassnode exclusively owns all right, title and interest in and to the Glassnode Platform and Services and any derivative works (other than Derived Data) and work product conceived, originated, or prepared in connection with the Glassnode Services. All rights not specifically granted to Customer in this Agreement are retained by Glassnode. Customer acknowledges the proprietary rights of Glassnode and its licensors in the Glassnode Services and that Glassnode retains all right, title and interest in and to the Glassnode Services.

**3.3 Feedback.** Glassnode encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to Glassnode Platform and/or Services and related resources ("**Feedback**"). To the extent Customer provides Feedback, Customer grants to Glassnode and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Glassnode Platform and/or Services) without restriction, provided that Glassnode shall not identify Customer as the source of such Feedback. Customer shall ensure that: (a) Feedback does not identify Customer, its Affiliates, or Authorized Users, or include any Customer Data; and (b) Customer has obtained requisite authorization from any Authorized User or other third party to grant the license described herein. For the avoidance of doubt, Feedback does not constitute Customer Confidential Information.

## **4. SECURITY AND CUSTOMER DATA**

**4.1 Security.** Glassnode will use commercially reasonable industry standard security technologies in providing the Glassnode Platform and Services. Glassnode has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data. Additional or differing security obligations, if any, will be expressly set forth in the applicable Order Form, or separate written agreement between the Parties.

**4.2 Customer Data.** Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the Glassnode Platform and Services. Further, Customer is solely responsible for determining the suitability of the Glassnode Platform and/or Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the Glassnode Platform and/or Services. Customer grants to Glassnode the non-exclusive right to process Customer Data (including personal data), for the sole purpose of and only to the extent necessary for Glassnode: (a) to provide the Glassnode Services; (b) to verify Customer's compliance with the restrictions set forth in

Section 2.2 (Restrictions) if Glassnode has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement.

**4.3 Usage Data.** Glassnode may collect and use data, information, or insights generated or derived from the use of the Glassnode Platform and Services ("**Usage Data**") for its business purposes, including industry analysis, benchmarking, analytics, marketing, and developing, training and improving its products and services. Before doing so, Glassnode will de-identify and anonymize all Usage Data in such a manner that does not allow for the identification of Customer Data, or Customer's Confidential Information, and will disclose such Usage Data in aggregate form only.

**4.4 Consent for Use of Name and Logo.** The Customer hereby grants Glassnode a non-exclusive, royalty-free license to use the Customer's name and logo in connection with marketing activities and as a credential. This includes the display of the Customer's name and logo on Glassnode's website, in presentations, webinars, reports, and other marketing or promotional materials related to Glassnode's services and products. The use of the Customer's name and logo shall be limited strictly to acting as a credential and for marketing and promotional activities directly associated with Glassnode's services and products. Glassnode agrees not to misrepresent the relationship with the Customer or imply a direct endorsement by the Customer beyond the scope of the services provided.

Glassnode shall ensure that the use of the Customer's name and logo is in compliance with Glassnode's Privacy Notice as well as all relevant privacy, intellectual property, and data protection laws, including but not limited to Swiss Data Protection Act ("**DPA**"), the revised Swiss Data Protection ("**revDPA**") and the EU General Data Protection Regulation ("**GDPR**").

The Customer retains the right to withdraw this consent at any time. Upon receipt of the Customer's notice of withdrawal, Glassnode shall promptly cease the use of the Customer's name and logo and, where feasible, remove them from existing marketing materials.

## 5. COMPENSATION AND PAYMENT CONDITIONS

**5.1 Fees.** Except as expressly set forth in the applicable Order Form, Customer will pay all fees set forth in the Order Form in accordance with the following: (a) Glassnode Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date of an Order Form; (c) payment will be due within fourteen (14) days from the date of receipt of the invoice; and (d) all amounts will be denominated and payable in the currency specified in the Order Form. Unless otherwise agreed to by the Parties and expressly noted in the Order Form, invoices will be sent to Customer via email. Upon execution by Customer and Glassnode, each Order Form is non-cancellable and non-refundable except as provided in the Agreement, and the Term as set forth in the Order Form for Glassnode Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies Glassnode of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Glassnode and resolution by the Parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with Glassnode to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by

resolution of the dispute (by adversarial proceedings, agreement or otherwise) within thirty (30) days following such resolution.

In the event that the Customer reaches or even exceeds the limits for monthly API Calls set forth in the Order Form, Glassnode reserves the right (i) to reach out to the Customer regarding the needs of the Customer and (ii) to upgrade the Customer to a higher tier of API Calls by providing an invoice for the additional costs of such higher API tier pro rata for the remaining Term as set forth in the Order Form. In the event that a Customer does not pay the invoice for the upgraded API tier, Glassnode may restrict or suspend Access to the API or the Glassnode Services according to Section 2.5. For the avoidance of doubt, downgrades to lower API tiers are only possible in the course of renewal of the Agreement.

**5.2 Purchase Orders.** If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form, and Glassnode hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of the Agreement as offered by Glassnode. Upon request, Glassnode shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to Glassnode upon the signing of any Order Form. Customer agrees that a failure to provide Glassnode with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to Glassnode pursuant to Section 5.1 (Fees) above.

**5.3 Free Trials.** Glassnode in its sole discretion may offer to potential Customers a Free Trial with full access to Glassnode Services, Platform and API for certain duration provided by Glassnode. At the end of the Free Trial Glassnode Sales team will reach out to the potential Customer to discuss the needs and Glassnodes' offer. If the potential Customer is not going to proceed with an Order Form Glassnode will shut down the Free Trial. For the avoidance of doubt all terms and conditions of this MSA also apply to the Free Trial.

**5.4 Offsets; Late Charges; Attorneys' Fees.** If Glassnode owes any amounts to Customer that are not derived from the Agreement, such amounts will not be withheld or offset against any invoice issued under the Agreement. Glassnode may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law, provided that Glassnode has first provided Customer with written notice of such late payment and a ten (10) business day cure period. Customer will be responsible for any reasonable attorneys' fees, costs, and expenses incurred by Glassnode to collect any amounts that are not paid when due. If Customer fails to timely pay any amounts due under the Agreement before expiry of the aforesaid cure period, then without limitation of any of its other rights or remedies, Glassnode may, upon prior written notice to Customer, suspend performance of those Glassnode Services until Glassnode receives all past due amounts from Customer.

## 6. TAXES

**6.1 Tax Responsibility.** All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business,

service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "**Taxes**"). Without limiting the foregoing, Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Glassnode Platform and/or Services. Taxes shall not be deducted from the payments to Glassnode, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Glassnode receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer claims tax exempt status for amounts due under the Agreement, it shall provide Glassnode with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice. Each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that Glassnode can rely on the bill-to name and address set forth in the Order Form(s) Customer places directly with Glassnode as being the place of supply for Tax purposes. The Parties' obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of the Agreement.

**6.2 Invoicing Taxes.** If Glassnode is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Glassnode Platform and/or Services, Glassnode will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to Glassnode its VAT, GST or similar tax identification number(s) on the Order Form. Customer shall use the ordered Glassnode Services for Customer's business use in the locations set forth on the Order Form in accordance with the provided VAT or GST identification number(s).

## **7. TERM AND TERMINATION**

**7.1 Term.** The term of an Order Form is the period of time that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the "**Term**"). The term of this MSA and the Agreement shall continue as long as an Order Form referencing or incorporated into this MSA remains valid and in effect. Termination or expiration of any Order Form shall leave other Order Forms unaffected.

**7.2 Termination for Breach; Termination for Insolvency.** If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate the Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors. If Customer terminates the Agreement for Glassnode's breach, pursuant to this Section 7.2, that is incapable of cure, or if Glassnode terminates the Agreement for pursuant to this Section 7.2, except due to incurable material breach by Customer, Glassnode will provide a prorated refund to Customer for any prepaid fees received by Glassnode under the Agreement that correspond to the unused portion of the Term.

**7.3 Post-Termination Obligations.** If the Agreement expires or is terminated for any reason: (a) Customer will pay to Glassnode any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to the Glassnode Platform and/or Services and related intellectual property will immediately terminate; (d) Glassnode's obligation to provide any further Glassnode Services to Customer under the Agreement will immediately terminate, except any such Glassnode Services that are expressly to be provided following the expiration or termination of the Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 6.1, 7.3, 7.4, 8.4, 10, 12 and 13 will survive.

**7.4 Retrieval of Customer Data and Transition Services.** During the Term, Customer may extract Customer Data from the Glassnode Platform and/or Services. If, upon termination or expiration of the Agreement, Customer has failed to retrieve its Customer Data and/or if Customer otherwise requires further support from Glassnode in relation to such termination or expiration, Customer may request and Glassnode will provide: (a) assistance in retrieving Customer Data, and/or (b) other reasonable transition assistance, the details of which will be set forth in a mutually agreed upon Statement of Work between the Parties.

## **8. WARRANTIES AND DISCLAIMERS**

**8.1 Glassnode Service Warranties.** Glassnode warrants that: (a) during the applicable Term, the Glassnode Platform and Services, when used as authorized under the Agreement, will perform substantially in conformance with the Documentation associated with the applicable Glassnode Services; (b) Glassnode will use commercially reasonable efforts to ensure that the Glassnode Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system; and (c) the operation of its business as it relates to the Glassnode Services will comply with all applicable laws and regulations. Customer's sole and exclusive remedy for any breach of the warranties in 8.1(a) and (b) above by Glassnode is for Glassnode to repair or replace the affected Glassnode Services to make them conform, or, if Glassnode determines that the foregoing remedy is not commercially reasonable, then either Party may terminate the Agreement, and, in such event, Glassnode will provide a prorated refund to Customer for any prepaid fees received by Glassnode under the Agreement that correspond to nonconforming Glassnode Services and the unused portion of the Term.

**8.2 Glassnode Data Warranties.** The Glassnode-Platform and its Services are provided to Customer "as is" without (except as otherwise explicitly set forth in this Agreement) any warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, satisfactory quality and/or fitness for a particular purpose. In particular, the Glassnode assumes no warranty for the correctness, accuracy and completeness of the Data as well as the Service and the Platform. To the extent legally possible any warranties with regard to the Data based on the law are herewith excluded.

**8.3 Mutual Warranties.** Each Party represents and warrants that: (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; (b) no authorization or approval from any third party is required in connection with its execution of the Agreement; and (c) it is

duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into the Agreement and to carry out the provisions hereto.

**8.4 DISCLAIMER.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, NEITHER PARTY: (A) MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND (B) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

## 9. THIRD-PARTY CLAIMS

**9.1 By Glassnode.** Glassnode will defend and, in accordance with Section 9.3 (Procedures), indemnify Customer's Indemnified Parties from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "**Claim**") to the extent arising from: (i) any actual breach by Glassnode of its confidentiality obligations in the Agreement; and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the Glassnode Services as authorized under the Agreement. Notwithstanding the foregoing, Glassnode will not be responsible for any Claim due to Customer's or its Authorized User's combination of Glassnode Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the Glassnode Services not described in the Documentation or otherwise expressly authorized by Glassnode in writing.

**9.2 By Customer.** Customer will defend and, in accordance with Section 9.3 (Procedures), indemnify Glassnode's Indemnified Parties from and against, any Claim to the extent arising from any breach by Customer of its obligations under Section 2.3 (e) and (f) (Restrictions).

**9.3 Procedures.** The Parties' respective obligations in this Section 9 (Third-Party Claims) are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim; and (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval. The Indemnifying Party shall not, without the relevant applicable Indemnified Parties' prior written consent, agree to any settlement on behalf of such Indemnified Parties which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties.

**9.4 Infringement Remedy.** If Customer is enjoined or otherwise prohibited from using any of the Glassnode Services or a portion thereof based on a Claim covered by Glassnode's indemnification obligations under Section 9.1 (By Glassnode) above, then Glassnode will, at its sole expense and option, either: (a) obtain for Customer the right to use the affected portions of the Glassnode Services; (b) modify the allegedly infringing portions of the Glassnode Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Glassnode Services with items of substantially similar functionality so as to avoid the Claim. If Glassnode determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, Glassnode will provide a prorated refund to Customer for any prepaid fees for the infringing Glassnode Services received by Glassnode under the Agreement that correspond to the unused portion of the Term. The remedies set out in this Section 9 (Third-Party Claims) are Customer's sole and exclusive remedies for any actual or alleged infringement by the Glassnode Services of any third-party intellectual property right.

## **10. LIMITATION OF LIABILITY**

**10.1 Exclusion of Damages.** EXCEPT FOR (A) THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT; AND (C) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

**10.2 Limitation of Liability.** EXCEPT FOR: (A) THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT; (C) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT; AND (D) GLASSNODE'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THE AGREEMENT, WILL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE GLASSNODE SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**10.3 Independent Allocations of Risk.** Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by Glassnode to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

## 11. CONFIDENTIALITY

**11.1 Restricted Use and Nondisclosure.** During and after the Term, Recipient will: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates and its and their respective employees, contractors, attorneys, auditors, consultants, and service providers or agents of the Recipient (each of the foregoing, a “Representative”) who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

**11.2 Required Disclosure.** If Recipient is required by law to disclose Confidential Information of the disclosing Party, Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by legal or administrative process and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

**11.3 Ownership.** Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient’s possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Except for the rights granted under Sections 2.1 (Right to Use) and 2.2 (Limited Commercial Use), nothing in the Agreement grants Recipient any right, title or interest in or to any of the disclosing Party’s Confidential Information. Except as otherwise permitted by Section 2.2 (Limited Commercial Use) above, Recipient’s incorporation of the disclosing Party’s Confidential Information into any of its own materials will not render Confidential Information non-confidential.

**11.4 Remedies.** Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party’s Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

**11.5 Retention.** Notwithstanding anything contrary set forth hereunder, the Recipient may retain, and continue to use the Confidential Information as per its retention and compliance policies, for back-testing purpose or to defend its rights under this Agreement, and should not unduly return or destroy any information contained in an automated back-up media. Any such retained Confidential Information shall be kept only for these limited purposes.

**11.6 Confidentiality Term.** This confidentiality obligations contained under this Section 11, will continue for a period of three (3) year following the termination of the Agreement.

## 12. GOVERNING LAW AND JURISDICTION

**12.1** This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland. To the extent permitted by law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply.

**12.2** All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the ordinary courts in Zug, Switzerland. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights.

**12.3** To the extent allowed by law, the English version of the Agreement is binding, and other translations are for convenience only.

## 13. GENERAL

**13.1 Relationship.** The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in the Agreement, nothing in the Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

**13.2 Assignability.** Neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

**13.3 Notices.** All notices or other communications to be given under or in connection with this Agreement shall be made in writing (incl. e-mail with read receipt or other confirmation of receipt by the other Party) to the appropriate Party at the (email) address set forth on the Order Form, with a copy, in the case of Glassnode, to [legal@glassnode.com](mailto:legal@glassnode.com). Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices).

**13.4 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for

causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) (“**Force Majeure Event**”), the affected Party’s performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event. If Glassnode Services are not restored within thirty (30) days of the Force Majeure Event, Customer may terminate the Agreement upon providing written notice to Glassnode, and in such case, Glassnode will provide a prorated refund to Customer for any prepaid fees received by Glassnode under the Agreement that correspond to the unused portion of the Term.

**13.5 Publicity.** Except as specified on an Order Form or as otherwise expressly agreed to by the Parties in writing, neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the Glassnode Platform and Services unless the prior written consent of the other Party has been obtained.

**13.6 Waiver.** The waiver by either Party of any breach of any provision of the Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with the Agreement will not be a waiver of such Party’s right to demand strict compliance in the future, nor will the same be construed as a novation of the Agreement.

**13.7 Severability.** Should any part or provision of this Agreement be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable and shall execute all agreements and documents required in this connection. The same shall apply if and to the extent that this Agreement is found to contain any gaps or omissions.