THESE TERMS OF SERVICE (THESE "TERMS") GOVERN SUBSCRIPTION TO AND USE OF ALCHEMY'S SERVICES. IF YOU RECEIVE A FREE TRIAL OF ALCHEMY'S SERVICES, THE APPLICABLE PROVISIONS OF THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL. BY ACCESSING OR USING ALCHEMY'S WEBSITES AND SERVICES, YOU ACCEPT OR AGREE TO THESE TERMS. IF YOU ARE ENTERING INTO OR ACCEPTING THESE TERMS ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE, THE TERM "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE ALCHEMY'S SERVICES.

LAST UPDATED: **August 20, 2019**

EFFECTIVE DATE: **August 20, 2019**

1. Agreement.

These Terms of Service (these "Terms") are made by and between the party on whose behalf they are accepted ("Subscriber") and Alchemy and are effective as of the date they are accepted by Subscriber. "Alchemy" means Alchemy Insights, Inc., a Delaware corporation, with offices at 542 Brannan Street, San Francisco, CA 94107. The complete subscription agreement including these Terms (the "Agreement") is made for the purpose of granting Subscriber a limited subscription to use Alchemy's hosted blockchain infrastructure, support or other services (the "Services").

2. Free Trial.

2.1 If Subscriber receives an Alchemy free trial ("Trial Account") of one or more Services, Alchemy will make such Services available to Subscriber on a trial basis free of charge until the earlier of (a) three (3) days (the "Evaluation Period"), (b) the start of any paid subscription for such Services, or (c) termination by Alchemy at its sole discretion. If, at the end of the Evaluation Period, Subscriber does not sign up for a paid subscription of the Services, the Agreement will automatically terminate unless Alchemy agrees, in its sole discretion, to extend the Evaluation Period. Additional terms and conditions may appear on the registration website for a Trial Account and any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.2 ALL TRIAL ACCOUNTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. TRIAL ACCOUNTS MAY BE SUSPENDED, TERMINATED, OR DISCONTINUED AT ANY TIME AND FOR ANY REASON (OR NO REASON). ALCHEMY DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT (INCLUDING LIABILITY OTHERWISE PROVIDED FOR UNDER SECTION 13 (LIMITATION OF LIABILITY)) FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A TRIAL ACCOUNT, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO SUBSCRIBER DATA. ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO A TRIAL ACCOUNT, AND ANY CUSTOMIZATIONS MADE TO A TRIAL ACCOUNT BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST IF THE TRIAL ACCOUNT IS SUSPENDED, TERMINATED, OR DISCONTINUED. ALCHEMY'S INDEMNITY OBLIGATIONS UNDER SECTION 16 (INDEMNIFICATION) DO NOT APPLY TO TRIAL ACCOUNTS.

3. Alchemy's Obligations.

3.1 **Services.** Alchemy will make the Services available to Subscriber according to one or more online or written ordering documents (each a "Service Order"). The Agreement includes each Service Order incorporating the Agreement.

3.2 Compliance with Laws. Alchemy will comply with all laws and governmental regulations applicable to the Services.

3.3 Personnel and Performance. Alchemy will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the Agreement. Alchemy enters into the Agreement on behalf of itself and its Affiliates. An "Affiliate" of a party is any entity (a) that the party Controls; (b) that the party is Controlled by; or (c) with which the party is under common Control, where "Control" means direct or indirect control of fifty percent (50%) or more of an entity's voting interests (including by ownership).

3.4 Documentation. Alchemy will make online documentation available at https://docs.alchemyapi.io (the "Documentation") that describe: (a) Alchemy software made accessible as part of the Services ("Alchemy Software") and (b) usage guides for the Services.

3.5 Security Measures. Alchemy will maintain administrative, physical, and technical safeguards for the security and integrity of the Services (the "Security Measures") consistent with industry standard practices. Alchemy will store, process, transmit and disclose electronic data and configurations submitted to the Services at the direction of or on behalf of Subscriber ("Subscriber Data") only according to the Agreement and the Documentation. The Services, independent of Subscriber Data, will not transmit code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses ("Malicious Code").

4. Subscriber's Obligations.

4.1 Subscriber Data. As between Alchemy and Subscriber, Subscriber is responsible for Subscriber Data and the provision of Subscriber Data to the Services according to the Agreement.

4.2 Personnel and Performance. Subscriber will be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement. Subscriber enters into the Agreement on behalf of its Affiliates that make use of the Services.

4.3 Non-Alchemy Services. Subscriber may choose to use services not provided by Alchemy ("Non-Alchemy Services") with the Services and in doing so grants Alchemy permission to interoperate with the Non-Alchemy Services as directed by Subscriber or the Non-Alchemy Services. Unless specified in a Service Order: (a) Alchemy does not warrant or support Non-Alchemy Services, (b) as between Alchemy and Subscriber, Subscriber assumes all responsibility for the Non-Alchemy Services and any disclosure, modification or deletion of Subscriber Data by the Non-Alchemy Services and (c) Alchemy shall have no liability for, and Subscriber is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Non-Alchemy Services or any change in the ability of Alchemy to interoperate with the Non-Alchemy Services.

4.4 Third Party Reports. As an intermediary, Alchemy may receive notices from third parties ("Reporters") regarding Subscriber Data or Subscriber's use of the Services ("Reports"). Alchemy will forward all Reports directly to an email address provided by Subscriber designated to receive Reports (the "Abuse Contact"). Upon receipt of a Report, Subscriber will (i) acknowledge receipt of such report to Alchemy within two (2) business days of receipt and (ii) address the Report promptly with the Reporter, including informing the Reporter that Subscriber (and not Alchemy) is the appropriate party to address the matter. Alchemy may provide the Abuse Contact to a Reporter inquiring about Subscriber Data or Subscriber's use of the Services.

4.5 Responsibilities. Subscriber (a) shall use the Services in accordance with the applicable Documentation; (b) shall be responsible for using commercially reasonable efforts to prevent unauthorized access to or use of the Services; (c) shall promptly notify Alchemy of any unauthorized access or use of the Services; (d) shall respond to Reports in accordance with Section 4.4 (Third Party Reports) and take reasonably appropriate action to resolve the reported matter; (e) shall not use the Services to store, transmit or display Subscriber Data for fraudulent purposes or in violation of applicable laws and governmental regulations; (f) shall not make the Services available to, or use the Services for the benefit of, anyone other than Subscriber's own personnel or end users; (g) shall not use the Services to store, transmit or display Malicious Code; (h) shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein; (i) shall not attempt to gain unauthorized access to any of Alchemy's datacenters, systems or networks; (j) shall not permit direct or indirect access to or use the Services in a way that circumvents a usage or capacity

limit of the Services or use the Services to access or use any of Alchemy's intellectual property except as permitted under the Agreement; (k) shall not sell, resell, license, sublicense, distribute, redistribute, rent, or lease the Services except as integrated with its own offerings that provide additional functionality to its end users; (l) subject to Section 9.2 (Alchemy Software), shall not copy, modify or create a derivative work of the Services or any part, feature, function, or user interface thereof; (m) shall not access the Services or use the Documentation to develop a competitive product or service; (n) subject to Section 9.2 (Alchemy Software), except as permitted by applicable laws or governmental regulations, shall not reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any or all of the source code of the Services; (o) shall not alter, remove or obscure any copyright, trademark or other proprietary notices or confidentiality legend on the Services; (p) shall obtain and maintain appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers, software, operating systems and internet access; (q) obtain and maintain any required consents necessary to permit the processing of Subscriber Data by Alchemy under the Agreement; and (r) obtain and maintain any consents necessary to permit the processing by Alchemy of the personal information of Subscriber's personnel that serve as Subscriber's designated contact for purposes of the Services and the Agreement.

4.6 Service Notices. If Alchemy becomes aware that Subscriber may violate Subscriber's obligations under this Section 4 (Subscriber's Obligations), Alchemy will notify the Abuse Contact by email (the "Service Notice") and request Subscriber to take reasonably appropriate action, including ceasing problematic usage, changing a configuration, updating account credentials or removing applicable Subscriber Data. If Subscriber fails to comply with a Service Notice within the time period set forth in the Service Notice, Alchemy may block Subscriber's access to the Services until the requested action is taken. If Subscriber fails to take the required action within ten (10) days or fails to comply with Subscriber's obligations under this Section 4 (Subscriber's Obligations) on two or more occasions during any rolling twelve (12) month period, Alchemy may terminate the Agreement immediately for cause. Alchemy also responds to notices of alleged copyright infringement and may block access to the applicable Service or terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act of 1998. All limitations of access, suspensions, and terminations for cause shall be made in Alchemy's sole discretion and Alchemy shall not be liable to Subscriber or any third party for any termination of Subscriber's account or access to the Services.

5. Term and Termination.

5.1 Term. These Terms are effective during the term of any Service Order that incorporates the Agreement. The term of a Service Order shall be specified in the Service Order. Service Orders shall renew for successive terms, unless either party gives the other at least ninety (90) days' notice of change of pricing terms or nonrenewal at the end of the applicable term.

5.2 Termination for Cause. In addition to Alchemy's right to terminate the entire Agreement under Section 4.6 (Service Notices), Subscriber or Alchemy may terminate the entire Agreement for cause (a) upon 30 days' written notice to the other of a material breach if the breach remains uncured at the expiration of the notice period or (b) if the other party (i) becomes the subject of a proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors to the extent permitted by applicable laws or governmental regulations, (ii) goes out of business or (iii) ceases its operations.

5.3 Termination for Convenience. Alchemy may terminate this Agreement without cause by providing at least two (2) weeks' prior written notice to Subscriber.

5.4 Survival. Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement, including Sections 4.5(j), (k), (n), (o) and (p) (Subscriber's Obligations), Section 7.1 (Fees), Section 7.5 (Refund or Payment upon Termination), Section 8 (Confidentiality), Section 9 (Licenses and Proprietary Rights), Section 13 (Limitation of Liability), Section 14 (Exclusion of Consequential and Related Damages) and Section 16 (Indemnification).

6. Beta Services.

From time to time, Alchemy may offer services identified as beta, pilot, developer preview, non-production, evaluation or by a description of similar import ("Beta Services"). Subscriber may accept or decline Beta Services. If accepted by Subscriber, Beta Services: (a) are provided only for evaluation purposes; (b) may not be relied on by Subscriber for production use; (c) may not be supported; and (d) may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire on the date that a version of the Beta Services becomes generally available or is discontinued. Alchemy may discontinue Beta Services at any time in its sole discretion and may never make Beta Services generally available. ALL BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. BETA SERVICES MAY BE TERMINATED AT ANY TIME. ALCHEMY DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO SUBSCRIBER DATA. ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO BETA SERVICES BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST IF THE BETA SERVICES ARE SUSPENDED, TERMINATED, OR DISCONTINUED.

7. Fees and Payment.

7.1 Fees. Subscriber will pay all fees specified in Service Orders and provide accurate and updated billing contact information. Except as set forth in a Service Order, all fees payable under the Agreement shall be made in U.S. Dollars. Minimum commitments in Service Orders are (a) based on Services purchased and not actual usage; (b) non-cancelable; and (c) cannot be decreased during the specified term. Fees paid for minimum commitments are not refundable. Subscriber's payments of fees are neither (x) contingent on the delivery of any future functionality or features nor (y) dependent on statements not set forth in the Agreement or any Service Order.

7.2 Invoicing Terms. If the Service Order specifies that payment will occur by a method other than a credit card, Subscriber will provide a purchase order number in the applicable amount (or reasonable alternative proof of Subscriber's ability to pay the fees specified in a Service Order), and promptly notify Alchemy of any changes necessary for payment of an invoice. Alchemy will invoice Subscriber either yearly or according to the billing frequency stated in the Service Order. Invoices to be paid by credit card are due on the invoice date, all other invoices are due net 10 days from the invoice date. If any invoiced amount is not received by Alchemy by the due date, then without limiting Alchemy's rights or remedies: (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) Alchemy may condition future subscription renewals and Service Orders on shorter payment terms. If Subscriber is paying for Services by credit card, Subscriber will provide Alchemy's authorized payment processer with valid credit card information and promptly notify Alchemy's authorized payment processor of any changes necessary to charge the credit card. The provision of credit card information to Alchemy's authorized payment processer authorizes Alchemy, through its authorized payment processer, to charge the credit card for all Services specified in a Service Order, and any renewal subscription. Subscriber acknowledges that Alchemy will not have access to Subscriber's credit card information.

7.3 Suspension of Service and Acceleration. If any amount owing by Subscriber is 10 or more days overdue, Alchemy may, without limiting any rights and remedies, accelerate Subscriber's unpaid fee obligations to become immediately due and payable, and block the provision of Services to Subscriber until the overdue amounts are paid in full. Alchemy will give Subscriber at least 7 days' prior notice that its account is overdue, in accordance with Section 19 (Manner of Giving Notice), before blocking Services to Subscriber.

7.4 Payment Disputes. Alchemy will not exercise any rights to block Services, accelerate payments, impose late charges or change payment terms under Section 7.2 (Invoicing Terms) and Section 7.3 (Suspension of Service and Acceleration) with respect to an overdue amount for so long as Subscriber is disputing the overdue amount in good faith. The parties shall cooperate diligently to resolve the dispute.

7.5 Refund or Payment upon Termination. If Subscriber terminates the Agreement in accordance with Section 5.2 (Termination for Cause), Alchemy will refund any prepaid fees covering the remainder of the term of all Service Orders after the effective date of termination. If the Agreement is terminated by Alchemy in accordance with Section 5.2 (Termination for Cause), Subscriber will pay any unpaid fees covering the remainder of the term of all Service Orders. In no event will termination relieve Subscriber of its obligation to

pay any fees payable for the period prior to the effective date of termination. If Subscriber terminates without cause prior to the end of the then current term, Subscriber shall be immediately liable for the balance of the fees for the remainder of the term.

7.6 Taxes. Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its Service Orders. If Alchemy is obligated by law to pay or collect Taxes for which Subscriber is responsible, Alchemy will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber will provide Alchemy any information Alchemy reasonably requests to determine whether Alchemy is obligated to collect Taxes. Alchemy is solely responsible for taxes assessable against its income, property, and employees.

8. Confidentiality.

8.1 Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential. Subscriber's Confidential Information includes the Subscriber Data; Alchemy's Confidential Information includes the Services; and Confidential Information of each party includes but is not limited to the terms and conditions of the Agreement and all Service Orders, including pricing, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by each party in connection with the Agreement. Confidential Information does not include information that: (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of Receiving Party; (b) was known to the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party; (c) is disclosed to Receiving Party by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligation; or (d) is at any time independently developed by Receiving Party without use of Disclosing Party's Confidential Information as proven by records of Receiving Party.

8.2 Protection of Confidential Information. Except as provided in Section 8.3 (Compelled Disclosure) Receiving Party shall not disclose or otherwise make available any Confidential Information of Disclosing Party to anyone except those of its employees, directors, attorneys, agents and consultants who: (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less stringent than those in the Agreement. Each party shall (x) safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information and (y) not use any Confidential Information of the other party for any purpose outside the scope of the Agreement.

8.3 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, then to the extent legally permitted, Receiving Party shall provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent practicable. If Receiving Party is compelled by law to disclose Disclosing Party's Confidential Information as part of a civil proceeding to which Disclosing Party is a party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. Licenses and Proprietary Rights.

9.1 Subscriber Data. Subscriber grants Alchemy a worldwide, nonexclusive, revocable, and limited license to store, copy, transmit, and display Subscriber Data and to interoperate with any Non-Alchemy Services as necessary in order for Alchemy to provide the Services

in accordance with the Agreement. Subject to this limited license, Alchemy acquires no right, title, or interest from Subscriber under the Agreement in or to Subscriber Data.

9.2 Alchemy Software. Except solely with respect to open source software Alchemy makes available ("Open Source Software"), including language specific codes that enable easy communication with Alchemy Software (the "API Clients"), Alchemy grants Subscriber a limited non-exclusive, non-transferable, non-sublicensable license to use Alchemy Software solely in connection with the subscribed Services in accordance with the Agreement. Open Source Software, including API Clients, and Subscriber's use of such Open Source Software is subject to and governed by the applicable license accompanying, linked to or embedded in such Open Source Software (each an "Open Source License") and Alchemy grants Subscriber a license to use the Open Source Software to the full extent permitted by the applicable Open Source License.

9.3 Feedback. Subscriber grants to Alchemy worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber.

9.4 Support Related Deliverables. Alchemy hereby grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use for its internal business purposes anything developed by Alchemy for Subscriber and delivered by Alchemy to Subscriber in connection with support services ("Deliverables"). Subject to Subscriber's ownership of its proprietary and Confidential Information disclosed to Alchemy under Section 8 (Confidentiality), Alchemy shall retain all ownership rights to the Deliverables. Deliverables that are custom code written by Alchemy to facilitate Subscriber's use of the Services that include any Subscriber Confidential Information shall remain subject to the confidentiality obligations under Section 8 (Confidentiality) and Subscriber shall retain all ownership rights to its Confidential Information. ALL SUCH CUSTOM CODE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. ALCHEMY DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH CUSTOM CODE.

9.5 Proprietary Rights. The Services, Alchemy Software and the Documentation are the proprietary information of Alchemy. Subject to the limited rights expressly granted in the Agreement, Alchemy and Alchemy's licensors reserve all right, title, and interest in and to the Services, Alchemy Software and the Documentation, including all related intellectual property rights. No rights are granted to Subscriber except as expressly set forth in the Agreement. No rights are granted to Alchemy except as expressly set forth in the Agreement.

10. Government Rights.

The Services may include access to Alchemy Software. In such case, such Alchemy Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Subscriber is an agency of, or contractor to, the US Government, it receives only those rights with respect to such software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. If Subscriber is a government agency that has a need for rights not granted under the Agreement, it must negotiate with Alchemy to determine if there are acceptable terms for granting those rights, and mutually acceptable written terms specifically granting those rights must be included in any applicable agreement.

11. Export Compliance.

The Services, Alchemy Software and the Documentation may be subject to export laws and regulations of the United States and other jurisdictions, and any use or transfer of the Services, Alchemy Software and Documentation must be permitted under these laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not enable use of the Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, Crimea – Region of Ukraine, or Syria) or in violation of any U.S. export law or regulation.

12. Anti-corruption.

Subscriber has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any Alchemy personnel or agents in connection with the Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Subscriber becomes aware of any violation of the above restriction, Subscriber will promptly notify Alchemy at legal@alchemyapi.io.

13. Limitation of Liability.

IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY (TOGETHER WITH ALL OF ITS AFFILIATES) ARISING OUT OF OR RELATED TO THE AGREEMENT (REGARDLESS OF THE NUMBER OF INDIVIDUAL INCIDENTS GIVING RISE TO LIABILITY) EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY SUBSCRIBER AND ITS AFFILATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 7 (FEES AND PAYMENT) OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 16 (INDEMNIFICATION).

14. Exclusion of Consequential and Related Damages.

IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS, LOST OPPORTUNITIES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES OR A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

15. DISCLAIMER OF WARRANTIES

15.1 Company assumes sole responsibility and liability for results obtained from the use of Services or Developer Data and for conclusions drawn from such use. Developer shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Company in connection with Services or any actions taken by Company.

15.2 SERVICES AND DEVELOPER DATA ARE PROVIDED "AS IS" AND DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, SERVICES OR THE DEVELOPER DATA. WITHOUT LIMITING THE FOREGOING, DEVELOPER DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED; THAT THE SERVICES OR DEVELOPER DATA WILL BE FREE FROM BUGS, VIRUSES, OTHER MALICIOUS CODE, ERRORS OR PROGRAM LIMITATIONS; OR THAT ALL ERRORS WILL BE CORRECTED. DEVELOPER FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. DEVELOPER FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DEVELOPER OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

16. Indemnification.

16.1 Indemnification by Alchemy. Alchemy will indemnify and defend Subscriber against any and all third party claims, demands, suits or proceedings (each a "Claim Against Subscriber") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with, or alleging the Services (exclusive of Open Source Software) or use of the Services (exclusive of Open Source Software) by Subscriber in accordance with the Agreement infringe or misappropriate the third party's intellectual property rights, provided Subscriber (a) promptly gives Alchemy written notice of the Claim Against Subscriber; (b) gives Alchemy sole control of the defense and settlement of the Claim Against Subscriber (except that Alchemy may not settle any Claim Against Subscriber unless it unconditionally releases Subscriber of all liability related to the Claim Against Subscriber); and (c) gives Alchemy all reasonable assistance in connection with the defense or settlement of such Claim Against Subscriber, at Alchemy's expense. If Alchemy receives information about an infringement or misappropriation claim related to the Services, Alchemy may in its discretion and at no cost to Subscriber (x) modify the Service so that it no longer infringes or misappropriates, without breaching Alchemy's obligations under Section 3 (Alchemy's Obligations); (y) obtain a license for Subscriber's continued use of that Service in accordance with the Agreement; or (z) terminate Subscriber's subscription for the affected portion of the Service upon 30 days' written notice and refund Subscriber any prepaid fees covering the remainder of the term for the terminated portion of the Services. The above defense and indemnification obligations do not apply to the extent a Claim Against Subscriber arises from (i) Subscriber Data, (ii) Subscriber's use of Beta Services, (iii) a Non-Alchemy Service, (iv) Subscriber's breach of the Agreement, (v) any modification or alternation to the Services not made by Alchemy, (vi) any combination or use of the Services with products or services not expressly approved by Alchemy or (vii) Subscriber's continued use of the allegedly infringing portion of the Services after receiving notice from Alchemy regarding the same.

16.2 Indemnification by Subscriber. Subscriber will indemnify and defend Alchemy against any and all third party claims, demands, suits or proceedings (each a "Claim Against Alchemy") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of or in connection with, (i) Subscriber Data, or (ii) Subscriber's use of the Services in breach of the Agreement, provided Alchemy (a) promptly gives Subscriber written notice of the Claim Against Alchemy; (b) gives Subscriber sole control of the defense and settlement of the Claim Against Alchemy (except that Subscriber may not settle any Claim Against Alchemy unless it unconditionally releases Alchemy of all liability related to the Claim Against Alchemy); and (c) give Subscriber all reasonable assistance in connection with the defense or settlement of such Claim Against Alchemy, at Subscriber's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against Alchemy arises from the Services or Alchemy's breach of the Agreement. Except with respect to a dispute between Subscriber and Alchemy, Subscriber will reimburse Alchemy for all costs and reasonable attorneys' fees for responding to third party or governmental requests for information arising out of or in connection with Subscriber Data or Subscriber's use of the Services.

16.3 Additional Indemnities. For purposes of this Section 16, (a) a Claim Against Alchemy shall include a claim against Alchemy, Alchemy's Affiliates, and Alchemy's or its Affiliates' officers, directors, and employees and (b) a Claim Against Subscriber shall include a claim against Subscriber, Subscriber's Affiliates, and Subscriber's or its Affiliates' officers, directors, and employees.

16.4 Exclusive Remedy. This Section 16 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 16.

17. Assignment.

17.1 Neither party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld) provided, however, either party may assign the Agreement in its entirety, without the other party's consent (a) to its Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the immediately preceding sentence, if a party is acquired by, sells all or

substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may, but is not required to, terminate the Agreement upon written notice. In the event of such a termination by Alchemy, Alchemy will refund to Subscriber any prepaid but unused fees covering the remainder of the term of all Service Orders after the effective date of such termination.

17.2 The Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

18. Manner of Giving Notice.

18.1 Updates. All updates to the Documentation will be posted to https://docs.alchemyapi.io. Except as expressly set forth in a Documentation, updates to the Documentation will be effective upon posting.

18.2 Except as otherwise specified in the Agreement, all notices, permissions and approvals shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; or (c) the day of sending by email (except that email shall not be sufficient for notices of termination or an indemnifiable claim ("Legal Notice")). Billing-related notices to Subscriber shall be addressed to the relevant billing contact designated by Subscriber. All other Services related notices to Subscriber shall be addressed to the relevant Services system administrator or other person designated by Subscriber in writing or in the Services' user interface dashboard. Legal Notices to Alchemy should be addressed to legal@alchemyapi.io or Alchemy Insights, Inc. 542 Brannan Street, San Francisco, CA 94107.

19. Governing Law and Jurisdiction.

The Agreement shall be governed by and construed in accordance with the controlling laws of the United States of America and the State of California, excluding rules governing conflict of law and choice of law. The Federal and state courts within San Francisco California shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement if United States and the State of California laws apply. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being effected upon it by registered mail sent to the Legal Notice address provided by such party under the Agreement. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to the Agreement nor to any dispute or transaction arising out of the Agreement.

20. Publicity.

Subscriber consents to Alchemy's use of Subscriber's name and logo and general description of Subscriber's relationship with Alchemy in press releases and other marketing materials and appearances. Subscriber further permits Alchemy to use it as a reference account for marketing purposes and agrees, from time to time, to support Alchemy by participating in reference phone call(s) and other marketing events including with press, analysts, and Alchemy's existing or potential investors or customers upon reasonable request by Alchemy.

21. Force Majeure.

Except for payment obligations under the Agreement, neither party will be liable for failure to perform or inadequate performance to the extent caused by a condition that was beyond the party's reasonable control, including, for example, an act of God, natural disaster, act of war or terrorism, riot or civil arrest, labor conditions, governmental action, disruption of telecommunications, failure or delay of internet services providers or internet disturbance, disruption of power or other essential services.

22. Equitable Relief.

The parties agree that a material breach of the Agreement adversely affecting Alchemy intellectual property rights in Alchemy Software may cause irreparable injury to Alchemy and/or its licensors for which monetary damages would not be an adequate remedy and Alchemy shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

23. Relationship of the Parties.

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

24. Third-Party Beneficiaries.

There are no third-party beneficiaries under the Agreement or the Documentation.

25. Entire Agreement.

The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be: (i) the applicable Service Order, (ii) the Agreement (iii) the Documentation. Alchemy and Subscriber each represent that it has validly entered into or accepted the Agreement and has the legal power to do so. Alchemy may modify these Terms from time to time. Any and all changes to these Terms will be posted at alchemyapi.io/policies/terms and the Terms will indicate the date they were last updated and their effective date. The changes will become effective thirty (10) days after posting and Subscriber may terminate the Agreement without penalty upon notice to Alchemy within seven (7) days of the effective date of the revised Terms. Subscriber is deemed to accept and agree to be bound by any changes to the Agreement when Subscriber uses the Service after the effective date of those changes. Notwithstanding the foregoing, in the event that the parties enter into, or have entered into a separate formal written subscript agreement, the terms of that agreement shall control over the terms of the Agreement unless the parties expressly agree to supersede such agreement with this Agreement. Any term or condition stated in a Subscriber purchase order or other Subscriber order documents (excluding Service Orders) is void. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect. All reference in the Agreement to "including" means "including but not limited to".