Terms of Service

Last Updated: June 27, 2025

Welcome! Alchemy offers the leading software-as-a-service platform empowering developers to create applications that interact with blockchain networks. We're excited to be able to offer you our services, we just ask that you take a moment to read these terms that apply to your use.

These Terms of Service (this "**Agreement**") govern your use of the Services (defined below), including through our website or online sign-up or as purchased under an applicable Order Form (defined below). To make this Agreement easier to read, the terms "**Alchemy**," "**we**," and "**us**" refer to Alchemy Insights, Inc., a Delaware corporation, and the terms "**you**", "**your**", or "**Subscriber**" refer to you and any organization that you are acting on behalf of or has authorized you to use these Services (including the organization set forth on an applicable Order form). If you are using the Services on behalf of an organization (such as your employer, a decentralized autonomous organization, or other legal entity), you represent and warrant that you have the authority to bind that entity to this Agreement. You and Alchemy may be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

BY USING THE SERVICES, CLICKING A BUTTON OR CHECKBOX TO ACCEPT OR AGREE TO THESE TERMS, OR IF YOU HAVE ENTERED INTO AN ORDER FORM TO OBTAIN THE RIGHT TO USE THE SERVICES, THEN YOU AGREE TO BE FULLY BOUND BY THIS AGREEMENT, INCLUDING THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 12.

DEFINITIONS.

1.1. "**Affiliate**" means any entity (a) that a Party controls; (b) that a 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).

1.2. "**Authorized User**" means an employee or contractor that you authorize to Use the Services.

1.3. "**Data Protection Addendum**" or "**DPA**" means the Alchemy Data Protection Addendum available through the Services.

1.4. **"Documentation**" means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list, and other similar materials in hard copy or electronic form (including at https://docs.alchemy.com) if, as provided by Alchemy to you (including any revised versions thereof), they relate to the Services, which may be updated by us from time to time.

1.5. **“End User”** means a third-party individual or entity that utilizes or accesses applications you provide or create using the Services

1.6. **“Effective Date”** means the effective date set forth on an Order Form, or if you have not entered into an Order Form then the date you first access or use the Services.

1.7. “**Intellectual Property Rights**” means patent rights (including patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.8. “**Licensed Volume**” means the limits, volume, or other measurement or conditions of permitted Use for the applicable Service as set forth on our website or in the applicable Order Form.

1.9. “**Order Form**” means an order form (such as the Alchemy Platform Service Order Form) or other ordering document agreed to in writing or electronically by you and Alchemy that references this Agreement and sets forth the applicable Services to be provided by Alchemy.

1.10. “**Platform Data**” means any data that is derived or aggregated in deidentified form from (i) Your Data; or (ii) your and/or your Authorized Users’ use of the Services, including any hardware metrics (if applicable), software event logs, globally unique identifiers for files, usage data or trends with respect to the Services.

1.11. “**Alchemy IP**” means the Services, the Software, algorithms, interfaces, technology, databases, tools, know-how, processes, and methods used to provide or deliver the Services or support your use thereof, Account Data, Documentation and Platform Data, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

1.12. “**Restricted Data**” means data containing card holder data as defined in the Payment Cards Industry Data Security Standard (“**PCI DSS**”); technology restricted for export under International Traffic in Arms Regulations (“**ITAR**”), including information of the type catalogued on the U.S. Munitions List; or any other regulated data that is described as Restricted Data in an Order Form.

1.13. “**Services**” means Alchemy’s cloud-hosted blockchain infrastructure, developer tools, and application programming interfaces (APIs), as more particularly described or identified on Alchemy's website or otherwise in an applicable Order Form, and any Updates, patches, bug fixes and upgrades that Alchemy elects to provide to you.

1.14. "**Software**" means the underlying software made accessible as part of or provided in conjunction with the Services.

1.15. "**Third Party**" means any individual, corporation, partnership, trust, limited liability company, association, governmental authority, or other entity.

1.16. "**Use**" means to use and/or access in accordance with this Agreement and the Documentation.

1.17. "**Updates**" means any changes that Alchemy may at its discretion implement as generally available without requiring payment of additional fees. Updates do not include new offerings that Alchemy makes available for an additional charge.

1.18. "**Your Data**" means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of you or your End Users through the Services or to us in connection with your use of the Services, but excluding, for clarity, Account Data, Platform Data, Restricted Data and any other information, data, data models, content or materials owned or controlled by us and made available through or in connection with the Services.

SERVICES; ACCESS AND USE.

2.1. Access to Services & License to Software. Subject to Your continued and full compliance with the terms and conditions of this Agreement, Alchemy hereby grants you during the Term (i) the right to Use the Services solely for your internal business purposes in accordance with, and subject to, the Licensed Volume; and (ii) a limited, non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 14.6) license to Use the Software. The Services and Software are deemed delivered to you upon the provision of access for your benefit.

2.2. Use Restrictions. You will not at any time and will not permit any Third Party or Authorized User to, directly or indirectly: (i) use the Services in any manner beyond the scope of rights expressly granted in this Agreement; (ii) store, transmit or transfer any Restricted Data within or in connection with the Services; (iii) modify or create derivative works of the Services or Documentation, in whole or in part; (iv) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any Software component of the Services, in whole or in part; (v) frame, mirror, sell, resell, rent or lease use of the Services to any other Third Party, or otherwise allow any Third Party to use the Services for any purpose other than for your benefit in accordance with this Agreement, unless otherwise agreed in writing by Alchemy; (vi) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or

other right of any Third Party, or that violates any applicable law; (vii) interfere with, or disrupt the integrity or performance of, the Services, or any data or content contained therein or transmitted thereby; (viii) access or search the Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than Software or Services features provided, or authorized, by Alchemy for use expressly for such purposes; (ix) use the Services, Documentation, or any other Alchemy Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license, or sell any product, service or technology that could, directly or indirectly, compete with the Services; or (x) multiplex or spread usage across multiple accounts or otherwise circumvent usage or capacity limits or the Licensed Volume; (xi) use scraping techniques to mine or scrape data from the Services; or (xii) use the Services to transmit harmful code, file, scripts, agents, or programs, including viruses, worms, time bombs, or Trojan horses; or (xii) attempt to gain unauthorized access to Alchemy's systems or networks. Portions of the Services may include notices of open source or similar licenses, and you will comply with such licenses.

2.3. Authorized Users. You will not allow any Third Party other than Authorized Users to Use the Services. You may permit Authorized Users to Use the Services, provided that (i) the Use does not exceed the Licensed Volume; and (ii) you ensure each Authorized User complies with all applicable terms and conditions of this Agreement. You are responsible for acts or omissions by Authorized Users in connection with using the Services. You will, and will require all Authorized Users to, use all reasonable means to secure user names, passwords, API keys, hardware, and software used to access the Services in accordance with standard security protocols (e.g., multi-factor authentication), and will immediately notify us if you know or reasonably suspect that any user name, password, or API key has been compromised. Alchemy will not be liable, and you will be solely responsible, for (A) any unauthorized access, damage or loss that may occur through the use or misuse of your user names, passwords, API keys, hardware or software; or (B) any activities that occur under any account issued to or created by you in connection with your use of the Services, including any unauthorized access or use of any such account, in each case, except to the extent proven to have been directly caused by Alchemy's gross negligence, willful misconduct, or fraud. Alchemy may process personal information about your and Authorized Users' Use of the Services ("**Account Data**") in accordance with the Alchemy Privacy Notice available at www.alchemy.com/privacy-policy. For example, Account Data includes an Authorized User's login data and related usage data. Account Data is not Your Data, and the Alchemy Privacy Notice does not apply to Your Data.

2.4. Third-Party Services. Certain features and functionalities within the Services may allow you or your Authorized Users to interface or interact with, access, or use compatible third-party services, products, software, technology, and content (collectively, "**Third-Party Services**") through or integrated with the Services. We do not provide the

Third-Party Services and are not responsible for any compatibility issues, errors, or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Your use of any Third-Party Service is at your own risk. You are solely responsible for obtaining any associated licenses and consents to the extent necessary for you to use the Third-Party Services in connection with the Services. Your use of the Third-Party Services may be subject to separate terms and conditions set forth by the provider (including disclaimers or warnings), separate fees or charges, or a separate privacy notice. You are responsible for understanding and complying with any such terms or privacy notice.

2.5. Third Party Reports. As an intermediary, Alchemy may receive notices from third parties ("**Reporters**") regarding Your Data or your use of the Services ("**Reports**"). Alchemy will forward Reports directly to an email address provided by you designated to receive Reports (the "**Abuse Contact**"). Alchemy may provide the Abuse Contact to a Reporter inquiring about Your Data or your use of the Services.

2.6. Service Notices. If Alchemy learns or reasonably suspects that you are violating your obligations under this Section 2 or Section 6, Alchemy will notify the Abuse Contact by email (the "**Service Notice**") and request that you take appropriate action, including ceasing problematic usage, changing a configuration, updating account credentials or removing certain of Your Data. If you fail to comply with a Service Notice within the time period set forth in the Service Notice, Alchemy may block your access to the Services until the requested action is taken. If you fail to take the required action within ten (10) days or fail to comply with your obligations under Section 2.1-2.3 or Section 6.3 & 6.4 on two (2) or more occasions during any rolling twelve (12) month period, Alchemy may terminate the Agreement immediately for cause. Without limiting the foregoing, Alchemy may suspend your access immediately if your use may (i) create a security risk; (ii) violate laws or regulations; (iii) breach this Agreement; or (iv) subject us or any third party to liability. We also reserve the right to restrict your API requests if your usage exceeds the Licensed Volume or other throughput limitations. All limitations of access, suspensions, and terminations for cause shall be made in Alchemy's sole discretion and Alchemy shall not be liable to you or any third party for any suspension or termination of your account or access to the Services. 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.

2.7. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Alchemy reserves and, as between the Parties, will solely own the Alchemy IP and all rights, title, and interest in and to the Alchemy IP. Alchemy reserves the right to modify the Services by adding, deleting, or modifying features to improve the user experience or otherwise in our reasonable discretion. No rights are granted to you hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

2.8. Feedback. From time to time you or your employees, contractors, or representatives may provide us with suggestions, comments, feedback or the like with regard to the Services (collectively, "**Feedback**"). You hereby grant Alchemy a royalty-free and fully-paid-up right to use and exploit all Feedback in connection with Alchemy's business purposes, including the testing, development, maintenance, and improvement of the Services.

2.9. Security Measures. Alchemy has implemented technical and organizational measures to ensure the security and integrity of the Services consistent with industry standard practices. These safeguards will include measures for preventing unauthorized access, use, modification, deletion, and disclosure of Your Data by Alchemy personnel. However, you are responsible for the accuracy, legality, and appropriateness of Your Data, and for adequate security, protection and backup of Your Data when in your possession or control. For more information on Alchemy's security practices, please visit https://www.alchemy.com/security.

2.10. Beta Services. We may make available to you certain products, features, functionalities and services as part of the Services prior to their general release that are labeled or otherwise communicated to you as "preview," "alpha," "beta," "beta services," "pre-release," or "non-general release" (collectively, "**Previews**"). YOU MAY USE PREVIEWS SOLELY FOR INTERNAL EVALUATION PURPOSES SUBJECT TO ANY APPLICABLE FEES. ALCHEMY PROVIDES ALL PREVIEWS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, AND MAY TERMINATE OR SUSPEND THE AVAILABILITY OF ANY PREVIEW AT ANY TIME. Notwithstanding anything in this Agreement to the contrary, Alchemy makes no commitments with respect to any Previews, including any commitment to maintain the availability of such Preview, or otherwise with respect to support, service levels, security, compliance, or privacy. You acknowledge that Previews are not ready for production usage, may contain bugs, errors, defects, and vulnerabilities, and that your use of any Previews is at your own risk. Notwithstanding anything to the contrary under this Agreement (including without limitation Sections 8, 9, and 10), Alchemy disclaims all liability and responsibility for any damages, losses, claims, or causes of action related to or in connection with any and all Previews.

2.11. Trial and Free Tier Services. We may offer Services to you (i) on a trial basis, free of charge, or (ii) on a non-enterprise basis, such as where Services are offered to you without an Order Form (including as offered on Alchemy's website through a "Free" tier, or otherwise on a tier other than Alchemy's "Enterprise" tier) ("**Trial and Free Tier Services**"). WE PROVIDE ALL TRIAL AND FREE TIER SERVICES ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, AND MAY TERMINATE OR SUSPEND ANY TRIAL AND FREE TIER SERVICES AT ANY TIME, AND ANY CUSTOMIZATIONS OR CONFIGURATIONS MAY BE PERMANENTLY LOST AS A RESULT. Notwithstanding anything to the contrary under this Agreement (including without limitation Sections 8, 9, and 10), Alchemy disclaims all liability and responsibility for any damages, losses, claims, or causes of action related to or in connection with any Trial and Free Tier Services.

2.12. Testnet Tokens & Services. We may offer, provide, or make available to you test network ("**Testnet**") tokens via an online faucet or other means ("**Testnet Tokens**") solely for software development testing purposes (the "**Permitted Purpose**"). Use of robots, programs, multiple accounts, or other means of circumventing limits or quotas on Testnet Tokens is strictly prohibited. WE PROVIDE ALL TESTNET TOKENS ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, AND MAY TERMINATE OR SUSPEND ANY TESTNET TOKENS AT ANY TIME. You shall be solely responsible for any use of Testnet Tokens outside of the Permitted Purpose, including selling Testnet Tokens for monetary value or use as a currency or other financial asset. BY USING THE TESTNET AND RELATED SERVICES, YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF THE TESTNET, TESTNET TOKENS, AND RELATED SERVICES IS AT YOUR OWN RISK. Notwithstanding anything to the contrary under this Agreement (including without limitation Sections 8, 9, and 10), Alchemy disclaims all liability and responsibility for any damages, losses, claims, or causes of action related to or in connection with any Testnet Tokens.

2.13. Network Fees. We may offer as an add-on service the ability to automatically transmit to blockchain protocols or networks any required network fees (*e.g.,* gas fees) in connection with actions you or your End Users perform using your applications or services. You agree by using the service that you are solely responsible for any network fees transmitted on behalf of you or your End Users, and it is at your sole discretion whether to seek compensation from your End Users for such network fees. You are responsible for your compliance with applicable laws and regulations (including anti-money laundering, know-your-customer, export laws, and Trade Controls as defined below) in using Alchemy's services to transmit network fees for you or your End Users.

2.14 MEV Protection. We may offer optional Maximal Extractable Value ("MEV") protection functionality as part of the Services, which involves routing blockchain transactions through Third-Party Service providers that mitigate negative effects associated with front-running, sandwich attacks, and other forms of transaction manipulation. While the MEV protection functionality is designed to enhance the reliability and fairness of transaction ordering for you and your End Users, we do not guarantee that all forms of MEV or transaction manipulation will be prevented. The MEV protection service is provided on an "as is" basis without warranties of any kind.

2.15. Copyright & Trademark Notices. The Services may contain material including software, text, images, recordings, or audiovisuals that are owned by us or licensed by third parties. You agree to maintain and not remove or obscure any copyright, trademark, logos, or other proprietary notices in the Services, Software, or associated media.

FEES AND PAYMENT.

3.1. Fees. You will pay Alchemy the non-refundable fees set forth in your online checkout, or in an applicable Order Form in accordance with the terms therein ("**Fees**") and without offset or deduction. Unless otherwise provided in an Order Form, Alchemy will issue invoices to you on an annual up-front basis, and you will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice. IF YOU HAVE SIGNED UP FOR AUTOMATIC BILLING, YOU AGREE THAT WE MAY CHARGE YOUR SELECTED PAYMENT METHOD (*E.G.*, CREDIT CARD) FOR ANY FEES ON THE APPLICABLE PAYMENT DATE, INCLUDING ANY APPLICABLE TAXES, AND ON A RECURRING BASIS IF APPLICABLE UNTIL YOU PROVIDE WRITTEN NOTICE TO ALCHEMY (VIA EMAIL OR THE

SERVICES) THAT YOU ARE CANCELLING YOUR SUBSCRIPTION. We may increase or add new fees or charges for Services by using commercially reasonable efforts to notify you. You agree to provide accurate and updated name, company name, address, and billing information. If we cannot charge your selected payment method for any reason (such as card expiration or insufficient funds), you will remain responsible for any uncollected amounts, and we will attempt to charge you after you update your payment method information. In accordance with applicable law, we may update information regarding your selected payment method if provided such information by your financial institution. Fees shall not be contingent upon any as-yet-unreleased functionality or features or any statements not set forth in the Agreement or Order Form. For clarity, the Fees do not include any fees owed to any third party or for Third Party Services, including any fees payable to your hosting provider in connection with the download, upload, or transmission of Your Data.

3.2. Payments. Payments due to Alchemy under this Agreement must be made in U.S. dollars by check, wire transfer of immediately available funds to an account designated by us, or such other payment method mutually agreed by the Parties (*e.g.,* credit card for online signups). All payments are non-refundable and neither Party will have the right to set off, discount, or otherwise reduce or refuse to pay any undisputed amounts due to the other Party under this Agreement. If you fail to make any payment when due, (i) Alchemy reserves the right to charge late fees at 1.5% per month or the highest rate permitted by applicable law, and (ii) Alchemy may, in its discretion, suspend your access to the Services. You will reimburse Alchemy for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

3.3. Taxes. You are responsible for all sales, use, ad valorem and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, multinational, or local governmental regulatory authority on any amount payable by you to Alchemy hereunder, other than any taxes imposed on Alchemy's income. In the event that you are required to deduct or withhold any taxes from the amounts payable to Alchemy hereunder, you will pay an additional amount, so that Alchemy receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

CONFIDENTIAL INFORMATION.

4.1. As used herein, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. In particular, Confidential Information includes: (i) Alchemy IP; (ii) Your Data; (iii) any other information that by its nature would be understood by a reasonable person to be

confidential, including but not limited to pricing, software, algorithms, business plans, product plans, technical information, or business processes disclosed by either Party. However, Confidential Information will not include any information or materials that: (i) were at the time of disclosure, or have subsequently become, generally known or available to the public through no act or omission of the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.

4.2. The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency, or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

4.3. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; *provided*, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

4.4. The terms and conditions of any negotiated agreement or pricing proposal will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or potential acquirers, investors, or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

SUPPORT AND SERVICE LEVELS.

Except for Previews, Trial, Free Tier and any other non-Enterprise Services, Alchemy will provide support services according to its standard support terms, which Alchemy may update from time to time. Service level commitments may be procured for an additional charge under an applicable Order Form.

6. **YOUR MATERIALS AND DATA.**

6.1. As between you and Alchemy, you own and retain all right, title, and interest in and to all Your Data.

6.2. You hereby grant Alchemy a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, display, perform, and modify Your Data solely for the purpose of hosting, providing, operating, and improving the Services and Alchemy's other related products, services, and technologies during the Term or as otherwise required by applicable law. Alchemy may generate and use Platform Data to provide, operate, and improve the Services or for any lawful purpose.

6.3. You represent and warrant that you have obtained and will obtain and continue to have, during the Term, all necessary rights, authority, consents, and licenses for the access to and use of Your Data (including any personal data provided or otherwise collected pursuant to your privacy policy) as contemplated by this Agreement.

6.4. You represent and warrant that Alchemy's access or receipt of Your Data in accordance with this Agreement will not violate any applicable laws, rules, or regulations (including but not limited to privacy laws, ITAR, and rules related to PCI DSS) or cause a breach of any agreement or obligations between you and any third party.

6.5. Alchemy will Process any Personal Data (as defined in the DPA) that Alchemy receives in connection with this Agreement by you or on your behalf, in accordance with the DPA.

7. **REPRESENTATIONS AND WARRANTIES**.

7.1. Mutual. Each Party represents and warrants to the other Party as of the Effective Date that (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; and (ii) the execution and performance of this Agreement are within the corporate powers of such Party, have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement.

7.2. Alchemy Warranties. Alchemy represents and warrants as of the Effective Date that (i) it will provide the Services in a professional and workmanlike manner in accordance with industry standards; and (ii) the Services will substantially conform to the Documentation. The sole remedy for a breach of the foregoing warranty shall be the refund of a pro-rated amount of the Fees paid for the remaining portion of the Term.

8. **INDEMNIFICATION**.

8.1. Alchemy Indemnification. Subject to Section 8.2, Alchemy will defend you against any claim, suit or proceeding brought by a third party ("**Claims**") alleging that your Use of the Services infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify you and hold you harmless against any damages, costs, fees (including reasonable attorneys' fees), or expenses ("**Losses**") finally awarded against you in a non-appealable order or agreed in settlement by Alchemy resulting from such Claim.

8.2. Exclusions. Alchemy's obligations under Section 8.1 will not apply to the extent the underlying third-party Claim arises from: (i) your breach of this Agreement, negligence, willful misconduct, or fraud; (ii) Your Data; (iii) modifications or combinations of the Services with software, data or materials not provided by Alchemy; or (iv) any use of Services after we have notified you to discontinue such use.

8.3. IP Remedies. If Alchemy reasonably believes the Services (or any component thereof) could infringe any third party's Intellectual Property Rights, Alchemy may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Services, or any component or part thereof, to make it non-infringing; or (ii) procure the right for you to continue Use. If Alchemy determines that neither alternative is commercially reasonable, Alchemy may terminate this Agreement, in its entirety or with respect to the affected component, and refund a pro-rated amount of any Fees paid for the remaining portion of the Term. The rights and remedies set forth in this Section 8 will constitute your sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Services.

8.4. Your Indemnification. Subject to Section 8.5, You will defend Alchemy against Claims and indemnify and hold Alchemy harmless from any Losses finally awarded against Alchemy in a non-appealable order or agreed by you in settlement, to the extent arising from (i) Your Data, including any Claim that Your Data infringes, misappropriates, or otherwise violates any third party's Intellectual Property Rights or privacy or other rights; (ii) your breach of this Agreement or violation of applicable law, rule, or regulation; (iii) your products or services, or any dispute between you and your End Users; (iv) any fraud, misrepresentation, misstatement, or false advertising claims arising from Alchemy's marketing of your products or services as instructed or approved by you.

8.5. Indemnification Procedures. The Party seeking defense and indemnity (the "**Indemnified Party**") will promptly (and in any event no later than thirty (30) days after becoming aware of any Claim) notify the other Party (the "**Indemnifying Party**") of the Claim for which indemnity is being sought, and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party shall have the sole control of the defense of any Claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel.

9. **WARRANTY; DISCLAIMER**. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, TESTNET TOKENS, AND OTHER ALCHEMY IP ARE PROVIDED ON AN "AS IS" BASIS, AND ALCHEMY MAKES NO WARRANTIES OR REPRESENTATIONS TO YOU, YOUR AUTHORIZED USERS, OR ANY OTHER PARTY REGARDING THE ALCHEMY IP, THE SERVICES, TESTNET TOKENS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED BY OR ON BEHALF OF ALCHEMY HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALCHEMY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, ALCHEMY DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES, ANY ALCHEMY IP, TESTNET TOKENS OR SERVICES, THE INTERNET, NETWORK, BLOCKCHAIN NETWORK, OR SYSTEMS INFRASTRUCTURE, OR OTHER THIRD-PARTY SERVICES UNDERLYING THE SERVICES WILL BE ERROR-FREE, BUG-FREE, OR UNINTERRUPTED. YOUR USE OF THE SERVICES AND ANY CONCLUSIONS DRAWN THEREFROM ARE AT YOUR OWN RISK AND YOU WILL BE SOLELY LIABLE AND RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING THEREFROM. YOU UNDERSTAND THAT DIGITAL ASSETS AND CRYPTOASSETS ARE SUBJECT TO MARKET VOLATILITY, AND THAT THE COST AND SPEED OF BLOCKCHAIN NETWORKS ARE VARIABLE AND CANNOT BE CONTROLLED BY ALCHEMY. YOU ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF ACCESSING AND USING THE SERVICES TO INTERACT WITH BLOCKCHAIN NETWORKS.

10. **LIMITATIONS OF LIABILITY**.

10.1. Exclusion of Damages. EXCEPT FOR: (I) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY EITHER PARTY, OR (II) BREACH OF YOUR PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF

INCOME, DATA, FUNDS, ASSETS, PROFITS, REVENUE, GOODWILL, REPUTATION, OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10.2. General Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR CLAIMS UNDER SECTION 2.2 (USE RESTRICTIONS); SECTION 2.7 (RESERVATION OF RIGHTS); SECTION 4 (CONFIDENTIALITY); AND SECTION 8 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY YOU TO ALCHEMY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT ALCHEMY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

11. **TERM AND TERMINATION**.

11.1. Term. The initial term of this Agreement begins on the Effective Date and expires at the end of the initial term specified in the relevant Order Form (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either Party provides the other with written notice of its intent not to renew at least ninety (90) days prior to the end of the then-current Term. If you have not entered into an Order Form, then the Term shall run from the Effective Date until the date of termination as set forth herein.

11.2. Termination by You. If you entered into this Agreement by subscribing through any authorized marketplace or hosting provider, then you may terminate this Agreement by unsubscribing through the applicable standard procedures available through such authorized marketplace or hosting provider. If you entered into this Agreement directly with Alchemy, you may terminate this Agreement by providing Alchemy with at least ninety (90) days' written notice of your intent not to renew this Agreement prior to the end of the Initial Term or then-current Renewal Term, as applicable, with termination effective at the end of that contract year. If you are on Free tier, you may terminate this Agreement at any time by ceasing to use the Services. If you are on Pay As You Go tier, you may terminate this Agreement effective at the end of the month in which you terminate; *provided* that you shall remain responsible for all Fees associated with your use of the Services through the effective date of termination.

11.3. Termination for Breach. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

11.4. Termination by Alchemy. Alchemy may terminate this Agreement by providing fourteen (14) days' written notice to you and refund a pro-rated amount of any Fees paid for the remaining portion for the Term.

11.5. Survival. This Section 11.5 and Sections 1, 2.2, 2.3, 2.4, 2.7, 2.8, 3, 4, 6, 8, 9, 10, 11.5, 11.6, 12, 13, and 14 survive any termination or expiration of this Agreement.

11.6. Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section 2.1 will terminate; and (ii) you will return or destroy, at Alchemy's sole option, all Alchemy Confidential Information in your possession or control, including permanent removal of such Alchemy Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in your possession or under your control, and at Alchemy's request, certify in writing to Alchemy that the Alchemy Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted. No expiration or termination will affect your obligation to pay all outstanding Fees through the effective date of expiration or termination, or entitle you to any refund.

12. DISPUTE RESOLUTION; ARBITRATION & CLASS WAIVER

12.1. Mandatory Arbitration of Unresolvable Disputes. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties will attempt to reach a resolution satisfactory to both Parties. If the Parties do not reach settlement within sixty (60) days, the Parties agree any dispute, claim, or controversy arising out of or relating to this Agreement, including the question of arbitrability (collectively, "**Dispute**") will be resolved by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. You and Alchemy agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Alchemy are each waiving the right to a trial by jury or to participate in a class action. Notwithstanding the foregoing, each Party (i) may seek to resolve a Dispute in small claims court if it qualifies; and (ii) may seek preliminary injunctive or equitable relief from a court pending final decision by the arbitrator, *provided* that the instituting Party shall seek an order to file the action under seal (or at a minimum with respect to any Confidential Information or trade secrets). A permanent injunction or damages may only be awarded by the arbitrator.

12.2. Arbitral Forum and Arbitration Rules. The arbitration will be conducted before JAMS according to the JAMS Comprehensive Arbitration Rules & Procedures as made available on www.jamsadr.com ("JAMS Rules") then in effect and the Federal Rules of Evidence (notwithstanding JAMS Rule 22(d) or any other rule to the contrary). Any arbitration hearings will take place in San Francisco, CA. The Parties agree that the arbitrator shall have exclusive

authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

12.3. Injunctive and Declaratory Relief. Except as provided in Section 12.2 above, the arbitrator shall determine all issues of liability on any claim asserted by either Party and may award declaratory or injunctive relief only in favor of the individual Party seeking relief. To the extent that either Party prevails on a claim and seeks public injunctive relief (*i.e.*, with the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief shall be litigated in a court of competent jurisdiction and not in arbitration; *provided* that litigation of any public injunctive relief shall be stayed pending the outcome of arbitration.

12.4. Class Action Waiver. YOU AND ALCHEMY AGREE TO BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

12.5. Injunctive Relief. Notwithstanding the provisions of this Section, nothing in this Agreement will prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations, or enforcement or recognition of any award or order in any appropriate jurisdiction.

13. GOVERNING LAW

13.1. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the applicable laws of the State of California, USA, without regard to conflicts of laws principles. In the event that Section 12 is held unenforceable, then each Party irrevocably agrees that any Dispute will be brought in the federal court (or if federal jurisdiction is improper, then state court) in San Francisco, California, USA, and each Party irrevocably submits to the sole and exclusive personal jurisdiction thereof, and waives the right to a jury trial. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

14. **GENERAL**.

14.1. Entire Agreement. This Agreement, including any exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter.

14.2. Publicity. You hereby grant Alchemy a right and license to (i) use your name and logo on its website; (ii) use a general description of your relationship with Alchemy in press releases and other marketing and promotional materials and appearances; and (iii) use you upon reasonable request as a reference account and for other marketing events including with press, analysts, and Alchemy's existing or potential investors or customers. Any such use will be consistent with any branding guidelines provided by you and shall in no way demean or disparage you.

14.3. Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent, if to Alchemy, to legal@alchemy.com and 548 Market St., PMB 49099, San Francisco, CA 94104; or, if to you, then to the contact information you have provided to Alchemy.

14.4. Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

14.5. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions will remain in full force and effect.

14.6. Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning Party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

14.7. Equitable Relief. Each Party agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or your breach of Section 2.2 would cause the other Party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other Party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.8. Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

14.9. Export & Trade Controls. Alchemy's products, Services, Software, and technology should be treated as subject to the U.S. Export Administration Regulations ("EAR"). Any export, reexport, or transfer of Alchemy's products, software, and technologies may require an export license from the U.S. government. You represent and warrant that (i) you will comply with export control laws and ensure that neither the Services, Software, Your Data, nor any technical data related thereto is exported or re-exported in violation of U.S. export control laws or used for any purposes prohibited by such laws; (ii) you are not, and likewise are not owned or controlled by individuals or entities that are, the subject of any sanctions or export controls whether administered or enforced by the U.S. government (*e.g.*, Treasury Department's Office of Foreign Assets Control); the European Union or any member state thereof; the United Kingdom, or other relevant sanctions or export control authority (collectively, "**Trade Controls**"), including by being located in a country or region that is the subject of comprehensive sanctions, including Cuba, Iran, North Korea, Syria, the restricted regions of Ukraine, and any others added in future (such individuals or entities each being a "**Restricted Person**"); (iii) you will maintain policies and procedures to ensure your compliance with Trade Controls, and all other applicable laws (including bribery, corruption, anti-money laundering, and counter-terrorist financing); (iv) you will not use, or permit others to use, the Services to transact with any Restricted Person, or in violation of Trade Controls or applicable laws; (v) you will not, and will not permit others to, pay for or interact with the Services using funds or other assets from any transaction in which any Restricted Person has any interest or that would be prohibited by Trade Controls, or other applicable laws; (vi) you will notify Alchemy within 24 hours of discovering that you or an End User has violated any Trade Control-related requirements in this Agreement or has become a Restricted Person.

14.10. U.S. Government End Users. The Services, Software, and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the Services, Software, or Documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement.

14.11. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

14.12. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Third Party.

14.13. Changes to Agreement. Alchemy may modify this Agreement from time to time. Any changes will be posted on our website and the Agreement will indicate the date it was last updated. The changes will become effective thirty (30) days after posting. By continuing to use the Service you are deemed to have accepted any updated terms. If you do not agree to the updated terms you must notify us and discontinue using the Service.