Commercial Subscription License Agreement

CLOUD MASTER SUBSCRIPTION AGREEMENT

This Commercial Supplier Agreement and SAAS License Agreement and Services Agreement ("Agreement") is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor (Carahsoft Technology Corporation) acting on behalf of Chainalysis Inc., ("Company" or "Supplier" or "Chainalysis") with its principal place of business at 228 Park Avenue South, #23474, New York, NY 10010, USA. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software" or "Services") and the Supplier documentation made available for use with such software.   "You" or "Customer" or "Licensee" means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time. The Services may be accessed through Chainalysis' Authorized User (as defined below) credentials, and in the case of the KYT service, also through an Application Programming Interface (the "**KYT API**"; collectively, the "**KYT Service**"). Other Services may be accessed through an API as explicitly set forth in an Order. Any reference to "Services" in the MSA shall include the KYT API, provided that such inclusion, as well as any reference to KYT API, shall apply only to the extent the KYT Service is provided by Chainalysis to Licensee as part of the Services. In the event of any conflict between an Order and this MSA, unless stated otherwise, the terms of this MSA shall control.

TERMS AND CONDITIONS

1.   RIGHTS AND RESTRICTIONS.

(a)   Services Use and Access. Subject to the terms and conditions of this Agreement and except as it relates to any Chainalysis Data which is licensed pursuant to Section 1(b), Chainalysis permits Licensee to access and use the Services in the quantities identified on the applicable Order during the Term (as defined in Section 5(b)) solely for the purpose of analyzing digital asset transactions for Licensee's internal business or operations, or as otherwise explicitly set forth in an Order (the "**Purpose**").

(b)   Chainalysis Data. Subject to the terms and conditions of this Agreement, Chainalysis hereby grants Licensee a non-exclusive, non-transferable (except as set forth in Section 11(g)), non-sublicensable license to access and use the Chainalysis Data during the Term (as defined in Section 5(b)) solely for the Purpose. "**Chainalysis Data**" means: (i) data provided through any online Services which is extracted or downloaded therefrom such that it is accessible outside of or without the online Services or (ii) data that is otherwise provided by Chainalysis to Licensee. For the avoidance of doubt, any reference to "Services" shall include Chainalysis Data (except as used in Section 1(a)).

(c)   Restrictions. Licensee agrees that it shall not directly or indirectly: (i) use the Services for any illegal or unauthorized purpose or in any manner that damages or interferes with the Services' operation; (ii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services or any reports or outputs thereof; (iii) sublicense, sell, lease (including on a service bureau basis), share, or transfer the Services or make it available to anyone except for Authorized Users; (iv) separately extract and provide or otherwise use data from the Services except as made available as part of the Services' normal functions; (v) modify, create derivative works of, reverse engineer, reverse compile, decompile or disassemble the Services, or any elements thereof (except as this restriction (v) is prohibited by applicable law); (vi) use or access the Services for competitive or benchmarking purposes; (vii) circumvent any security measures or use restrictions in the Services; (viii) employ or authorize a Chainalysis Competitor to use or view the Services; (ix) without limiting its obligations under the Section 7, post, make public in any manner, or disclose to any third party, any aspect of the Services, including but not limited to photographs or screenshots thereof ("**Screenshots**") or API keys; or (x) attempt to do any of the foregoing. In addition, at all times, Licensee will ensure that its Authorized Users comply with Chainalysis' Acceptable Use Policy, attached hereto as Exhibit A. "**Chainalysis Competitor**" means a person or entity in the business of developing, distributing, or commercializing software or Internet products or services substantially similar to or competitive with Chainalysis' products or services.

2.   USE OF THE SERVICES.

(a)   Chainalysis Responsibilities.

(i)   **Service Levels.** In the event Licensee is due credits or other remuneration ("**Credits**") in connection with a service level agreement, Licensee agrees that it must request such Credits in writing from Chainalysis in order to be eligible to receive them.

(ii)   **Resellers.** If Licensee orders Services via an authorized non-affiliate third party reseller ("**Reseller**"), Reseller may have access to Licensee's Authorized User credentials. As between Chainalysis and Licensee, Licensee is solely responsible for: (i) any access by Reseller to Licensee's Authorized User credentials and account and (ii) defining in the agreement and/or order between Licensee and Reseller ("**Reseller Agreement**") any rights or obligations with respect to such relationship (notwithstanding the foregoing, any rights or obligations with respect to the Services shall be governed by this MSA). Licensee's sole and exclusive recourse with respect to any rights or obligations set forth in the Reseller Agreement will be against the Reseller (unless Chainalysis has also directly granted such rights to Licensee). Additionally: (i) any Fees will be set between Licensee and Reseller and any payments will be made directly to Reseller under

the terms of the Reseller Agreement unless the relationship between Chainalysis and Reseller is terminated in which case Fees shall be paid directly to Chainalysis, (ii) the duration of the Services will be set forth in the order between Reseller and Licensee, subject at all times to Chainalysis' right to suspend and/or terminate Services in accordance with this Agreement, and (iii) Chainalysis may share Licensee Confidential Information with Reseller as a Representative subject to Section 7 or as necessary to provide any support services. If there is any conflict between the provisions of this Agreement and the Reseller Agreement, then the provisions of this Agreement prevail.

(iii) **Third-Party Products or Services.** Chainalysis may provide Licensee with access to third-party products, services, information, content, or websites through the Services, including open-source intelligence and user messages (collectively, "**Third Party Products**"). Except as expressly provided herein, any use by Licensee of Third Party Products, and any exchange of data between Licensee and any provider of Third Party Products, is solely between Licensee and the applicable provider and Chainalysis shall have no liability in connection with Licensee's use of any Third Party Products. Chainalysis does not warrant (except as required by law) in any manner, including for accuracy or completeness, or support Third Party Products, except as explicitly specified in an Order and Licensee agrees that Third Party Products are provided **AS-IS**.

(iv) **Beta Services.** From time to time, Chainalysis may invite Licensee to trial services and/or features that are not generally available to customers ("Beta Services") at no charge. Licensee may accept or decline any such trial in Licensee's sole discretion. Beta Services will be clearly designated as beta, non-production, evaluation, or by a similar description. Notwithstanding anything to the contrary in this Agreement, the Beta Services are for evaluation purposes and not for production use, are not supported, are not covered by any service level commitment and are provided **"AS IS"**, exclusive of any warranty whatsoever, including for accuracy or completeness. Licensee acknowledges that Beta Services may be discontinued at any time without notice and they may never be made generally available. Notwithstanding anything to the contrary in this Agreement, Licensee will have no liability for any harm or damage arising out of or in connection with a Beta Service.

(b) **Licensee Responsibilities; Authorized User Credentials.**

(i) Subject to the terms and conditions of this Agreement, Licensee may provide (or Chainalysis will provide at Licensee's direction if the Services do not allow Licensee to do so itself) its employees, affiliates, or contractors, acting on its behalf, with credentials to access and use the Services (each, an "**Authorized User**"). At all times, Licensee shall be responsible and liable for all acts or omissions of its Authorized Users, its affiliates, and its and its affiliates' employees, contractors, and agents, in connection with this Agreement, as if Licensee had been the performing party.

(ii) Each Authorized User credential is limited to use by the single, originally named individual and cannot be shared with other individuals. In the event Licensee desires to transfer a certain Authorized User credential to a different individual, it shall provide written request to Chainalysis.

(iii) No more than once per year, Chainalysis may reasonably request Licensee to certify that it is in conformance with the terms and conditions of this Agreement, including but not limited to, the number of users that are using the Services. Licensee will use commercially reasonable efforts to provide such certification to Chainalysis within thirty (30) days of its receipt of any such request.

(iv) Licensee shall use and maintain appropriate legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Services and to protect the Services from unauthorized access, disclosure, duplication, use, modification, or loss.

(v) Licensee is responsible for any network or Internet connectivity required to access the Services over the Internet. Licensee consents to the processing and storage of Licensee Data (as defined below) and provision of the Services through the use of third parties (e.g., AWS, Hetzner), provided that, subject to the terms of this Agreement, Chainalysis shall be responsible for the acts or omissions of such third parties as if it had been the performing party.

(vi) Licensee agrees to comply with all laws and regulations applicable to it in connection with this Agreement.

3. **KYT Service.** The additional terms in this Section 3 shall apply to the KYT Service to the extent they are provided to Licensee.

(a) **Implementation.** Licensee shall complete configuration and implementation of the KYT Service, which includes account setup and provisioning and KYT API integration within 45 days of the Order Start Date for the KYT Service and Licensee's primary contact on the applicable Order shall be Licensee's project lead for such implementation. Licensee shall be deemed to be implemented when the following two application programming interface calls have been integrated:

(i) "POST /users/{userId}/transfers/received"; and
(ii) "POST /users/{userId}/transfers/sent".

Without limiting any of Chainalysis' rights hereunder, at Chainalysis' sole option, if such implementation is not completed within 45 days of the Order Start Date for the KYT Service, Chainalysis may decline to provide Licensee with documents evidencing its use of the KYT Service.

(b) Licensee is required to enter into the KYT API all information required for verification and other services to be performed by the KYT Service. Licensee will provide current and accurate information as requested by Chainalysis via the Services and will promptly update any such information determined to be incorrect. Licensee expressly acknowledges that the information required for the Services to function does not, by itself, allow for the identification of any individual, and Licensee represents and warrants that it will not, unless explicitly agreed to in writing by Chainalysis, provide Chainalysis with any information that, alone or in combination with other information provided to Chainalysis, can be used to identify an individual person.

4. CONSIDERATION.

(a)   Fees. Licensee will be invoiced the amounts set forth on an Order (the "**Fees**"). Unless otherwise set forth on an Order, Fees are due within 30 days from the date of the relevant billing start date, or receipt of the relevant invoice, on an upfront annual basis.

5. TERM AND TERMINATION.

(a)   Effect of Termination. If this Agreement or any Order is terminated, this Agreement or the applicable Order(s) will terminate as of the effective date of termination and Licensee shall immediately cease using and delete, destroy or return all copies of the relevant Chainalysis Data and certify such deletion or destruction in writing to Chainalysis. All Order term(s) shall be collectively referred to as the "**Term**".

6. INTELLECTUAL PROPERTY AND PERSONAL DATA.

(a)   Services. Except for the license granted pursuant to Section 1(b), Chainalysis retains all right, title and interest in and to the Services, including all related intellectual property rights.

(b)   Licensee Data. Notwithstanding anything to the contrary in this Agreement, Licensee grants Chainalysis a non-exclusive, worldwide, royalty-free license to use any information made available through the Services or otherwise provided to Chainalysis in connection with this Agreement by Licensee or Authorized Users or any third parties acting on Licensee's behalf (collectively, "**Licensee Data**") to provide, improve, enhance, develop and offer services or products. Licensee represents and warrants that: (i) it owns or has the right to make Licensee Data available to Chainalysis; (ii) the posting and use of Licensee Data on or through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity, or (B) breach any contract between Licensee and a third party; (iii) the Licensee Data is accurate; and (iv) except to the extent inextricable from the Licensee Data based on the nature of the blockchain technology, Licensee Data will not include information that, alone or in combination with other information provided to Chainalysis, can be used to identify (whether directly or indirectly) an individual person ("**Personal Data**").

(c)   Performance Data. Chainalysis owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs (collectively, "**Performance Data**").

(d)   Feedback. Notwithstanding anything to the contrary in this Agreement, Licensee hereby grants Chainalysis a non-exclusive, worldwide, royalty-free license to use any ideas, suggestions, messages, comments, input, recommendations, or enhancement requests provided by Licensee, its Authorized Users, its employees or agents ("**Feedback**") in connection with the Services to Chainalysis for any lawful purpose. Licensee acknowledges that it provides Feedback voluntarily, and Chainalysis has no obligation to use any Feedback. Chainalysis acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

(e)   Personal Data. As it relates to the Reactor service (including any variation or enhanced version thereof), any data API (excluding the KYT API), a Chainalysis data subscription, or as set forth in an Order, the parties agree that for the purposes of applicable European data protection laws (including the General Data Protection Regulation (EU) 2016/679 of April, 27 2016 ("**GDPR**") and any national implementing legislation to the extent applicable) Licensee and Chainalysis are acting as separate (and not joint) data controllers in respect of any Personal Data either party may process in connection with the Services. Licensee shall comply with all relevant privacy laws applicable to its Personal Data processing activities. In the event Licensee (i) receives a data subject request exercised under the GDPR; and/or (ii) suffers a data breach (as defined in the GDPR) relating to Personal Data it has received from Chainalysis pursuant to the Services, Licensee shall notify Chainalysis promptly upon receipt of such data subject request or upon becoming aware of such data breach in order to enable Chainalysis to comply with any obligations it may have as a separate data controller in respect of such Personal Data.

(f)   Data Location. Notwithstanding anything to the contrary in the Agreement (including but not limited to, any order of precedence), or any other agreement that may govern the Service provided hereunder, Licensee acknowledges and agrees that the Services may be provided by Chainalysis to Licensee from data centers that are outside of the United States and that Licensee Data may be stored outside of the United States.

(g)   Marks. "Chainalysis", "Chainalysis Reactor", "Chainalysis KYT", "Kryptos", and Chainalysis' other product and Services names, marks, and logos used or displayed on the Services are registered or unregistered trademarks of Chainalysis (collectively,

"**Marks**"), and Licensee may only use such Marks to identify itself as a Chainalysis customer; provided Licensee may not attempt to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Chainalysis, its Services or products. All use of the Marks will inure to Chainalysis' benefit.

7.   **CONFIDENTIALITY.**

(a)   Definition. "**Confidential Information**" means any non-public material or information, received prior to, or following, the Effective Date, in any form or medium (whether oral, written, electronic or other), including pricing information, technology, business methods, finances, trade secrets, or other proprietary information that is marked as confidential or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure. In addition, Chainalysis' Confidential Information includes, but is not limited to, any aspect of the Services and any data derived therefrom (including but not limited to, Chainalysis Data, Screenshots, exposure, counterparty and other attribution or clustering information, transaction details (such list, collectively, the "**Proprietary Data**"), training materials, the access codes, API keys, technical specifications, connectivity standards or protocols, or other relevant procedures used by Licensee to connect to the Services).

(b)   Ownership. In connection with the performance of this Agreement, each party (the "**Receiving Party**") may have access to certain of the other party's (the "**Disclosing Party**") Confidential Information or that of third parties that the Disclosing Party is required to maintain as confidential. No ownership in or rights to Confidential Information is transferred as a result of such access.

(c)   Obligations.   The Receiving Party will: (i) only use Confidential Information as necessary or permitted under this Agreement; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, attorneys, investors, bankers, accountants, contractors, professional advisors and/or consultants ("**Representatives**") who are bound by obligations materially similar to this Section 7; and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but in no event using less than a reasonable degree of care. At the option of the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Agreement. If the Disclosing Party requires the destruction of its Confidential Information pursuant to this Section 7(c), upon request the Receiving Party will certify in writing that it has done so. Nothing herein will require the destruction or purging of Confidential Information maintained on routine computer backup systems solely for archival purposes, provided such Confidential Information is not readily accessible and further provided that, notwithstanding any expiration or termination of this Agreement (or any provision hereunder), for so long as any Confidential Information is retained, it shall remain subject to this Section 7.

(d)   The obligations in Section 7(c) will apply during and for two (2) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect for so long as the information is a trade secret.

(e)   Exceptions. Confidential Information does not include, and Section 7(c) does not apply to information that is: (i) publicly available when disclosed or becomes publicly available without fault of the Receiving Party; (ii) rightfully communicated to the Receiving Party by a third party not bound to keep such information confidential, whether prior to or following disclosure, (iii) independently developed by Receiving Party without reference to or reliance on Confidential Information; or (iv) approved for disclosure by the Disclosing Party; provided, however, the foregoing exceptions shall not apply to Proprietary Data, which Licensee shall keep confidential at all times. In addition, the Receiving Party may disclose Confidential Information to the limited extent required to comply with a subpoena, civil investigative order, the order of a court or other governmental body, or with applicable law (each, a "Court Order"), provided that, to the extent permitted by law, the Receiving Party first gives written notice to the Disclosing Party and reasonably cooperates with any Disclosing Party's efforts to obtain a protective order (at the Disclosing Party's request and expense). To the extent Licensee is required to disclose Chainalysis' Confidential Information or the existence of any aspect of the Services in order to comply with a Court Order, it shall, to the extent permitted by law, notify Chainalysis within 5 business days of its receipt of the Court Order requiring disclosure. In any dispute to establish its rights under this Agreement, Licensee shall obtain a protective order to prevent the disclosure of the existence of any aspect of the Services, as requested by Chainalysis. Subject to the terms of this Agreement, in the event Licensee reasonably determines that the disclosure of Confidential Information is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding, to which it is a party (each, a "Court Disclosure"), Licensee may disclose the relevant portions of such Confidential Information in a Court Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Chainalysis with sufficient time for Chainalysis to review the intended Court Disclosure and if deemed necessary in Chainalysis' sole discretion, assist Licensee with respect to same; and (ii) obtain prior written consent from Chainalysis. For the avoidance of doubt, Chainalysis is under no obligation to review or assist in connection with any Court Disclosure. Chainalysis recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8.   **WARRANTIES AND DISCLAIMER.**

(a)   Mutual Representations and Warranties. Each party represents and warrants that it has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement of such party or any judgment, order, or decree by which it is bound. Each party will comply with all laws applicable to its performance under this Agreement.

(b) **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6(b) and SECTION 8(a), NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT SERVICES (AND INFORMATION PROVIDED THEREFROM) WILL BE ERROR-FREE, OR MEET LICENSEE'S REQUIREMENTS. WITHOUT LIMITING THIS SECTION, CHAINALYSIS MAKES THE SERVICES AVAILABLE ON AN "AS IS" BASIS. LICENSEE AGREES THAT THERE IS NO OBLIGATION ON THE PART OF CHAINALYSIS TO PROVIDE ANY INFORMATION TO LICENSEE OR TO ANY THIRD PARTY IN EXCESS OF WHAT IS AVAILABLE TO LICENSEE THROUGH THE SERVICES. INFORMATION PROVIDED BY THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INVESTMENT ADVICE.

9. **INTENTIONALLY OMITTED.**

10. **LIMITATION OF LIABILITY.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT ARISING OUT OF LIABILITY FROM EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY), EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, LICENSEE'S PAYMENT OBLIGATIONS, OR IN CONNECTION WITH LICENSEE'S UNAUTHORIZED USE OR DISCLOSURE OF THE SERVICES OR CHAINALYSIS' INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (1) CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR LOST PROFITS, OR LOSS OF DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT TO BE RECEIVED BY CHAINALYSIS IN CONNECTION WITH THE APPLICABLE SERVICES IN THE EIGTHEEN (18) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIABILITY LIMITATION.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT CHAINALYSIS PROVIDES A REPORTING AND INFORMATION SERVICES ONLY, AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY DECISION MADE OR ACTS OR OMISSIONS IN RELIANCE ON THE SERVICES, AND THAT IN NO EVENT WILL CHAINALYSIS BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL LEGAL OR REGULATORY VIOLATIONS UNCOVERED IN CONNECTION WITH LICENSEE'S USE OF THE SERVICES.

(c) NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. **GENERAL TERMS.**

(a) **Notices.** All notices or consents required or permitted to be given hereunder shall be in writing: (i) to Licensee at any of the contact addresses (including e-mail) in the "Licensee Information" section of an Order (or at any of the contact addresses as updated by the parties in writing, e-mail to suffice), or (ii) to Chainalysis if sent to Chainalysis Inc., at legal@chainalysis.com, Attention: LEGAL, or to the Chainalysis address set forth in the applicable Order. Notices shall be deemed to be duly given if sent via: (a) hand delivery, (b) certified mail return receipt requested postage prepaid, (c) nationally recognized overnight courier service, or (d) e-mail.

(b) **Audit.** Upon at least thirty (30) days' advance written notice to Chainalysis, no more than once per fiscal year, and subject to a mutually agreed upon timeline and the execution of a non-disclosure agreement, Licensee (and its internal and external auditors, and/or government regulators, provided that the foregoing shall be authorized by and acting on behalf of Licensee) (collectively, "Licensee's Auditors"), during normal business hours and at its own expense, may under Licensee's supervision and escort, conduct an audit to ensure that the Services are being provided in accordance with the material terms of this Agreement, provided that such audit shall not interfere, interrupt, or diminish in any manner, Licensee's business operations. Notwithstanding anything to the contrary in this Agreement, Licensee and/or Licensee's Auditors shall not be permitted to view or perform an audit any information or data that: (i) is not directly related to the specific service provided hereunder; (ii) is proprietary to Supplier; or (iii) is subject to confidentiality obligations. Notwithstanding anything to the contrary in this Agreement, this section shall be Licensee's sole audit right.

(c) **Survival**. Notwithstanding anything to the contrary in the Agreement, any rights, obligation, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including but not limited to, Sections 4 (to the extent Fees remain unpaid), 6, 7, 9, 10, and 11.

<u>**EXHIBIT A**</u>

ACCEPTABLE USE POLICY

In addition to any other restrictions set forth in the Terms, to ensure the integrity of the Service, in the course of using the Service, Licensee and Authorized Users shall not:

1. Make unauthorized copies of copyrighted materials or use copyrighted materials other than as provided in the Terms.
2. Access data, servers or accounts for any purpose other than those contemplated by the Terms. 3. Provide the Service to or access the Service for the benefit of an entity subject to economic sanctions in the United States, European Union, or United Kingdom.
3. Introduce malicious programs (e.g. viruses, worms, Trojan Horses, etc.) into the Service or API (if applicable).
4. Allow others to use your account or disclose user credentials.
5. Circumvent user authentication procedures.
6. Cause security breaches or disruptions in network communications.

Except to the extent inextricable from other information due to the nature of blockchain technology, provide any information that, alone or in combination with other information provided to Chainalysis could be used to identify an individual in violation of relevant data privacy laws.

Commercial Subscription License Agreement

ON-PREM MASTER LICENSE AGREEMENT

This Commercial Supplier Agreement and SAAS License Agreement and Services Agreement ("Agreement") is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor (Carahsoft Technology Corporation) acting on behalf of Chainalysis Inc., ("Company" or "Supplier" or "Chainalysis") with its principal place of business at 228 Park Avenue South, #23474, New York, NY 10010, USA. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software" or "Services") and the Supplier documentation made available for use with such software. "You" or "Customer" or "Licensee" means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time.

TERMS AND CONDITIONS

1. LICENSE RIGHTS AND RESTRICTIONS.

(a) Grant. Subject to the terms and conditions of this Agreement, Chainalysis hereby grants Licensee a non-exclusive, non-transferable (except as set forth in Section 11(g)), non-sublicensable committed term license to access and use the Services identified on the applicable Order during the Term (as defined in Section 5(b)) solely for the purpose of analyzing digital asset transactions for Licensee's internal business or operations, or as otherwise set forth in an Order. (each, a "**License**").

(b) Documentation. The License granted in Section 1(a) includes the right to (i) make and use a reasonable number of copies of any written or online descriptions of the functionality and technical requirements of the Services provided by Chainalysis (collectively, "**Documentation**"), and (2) use any modifications, improvements, bug fixes, or other new versions of the Services made available to all Chainalysis licensees as part of a standard subscription or license at no additional cost (each, an "**Update**"), as and when each Update is made available. For the sake of clarity, Updates are new versions of the Services that Licensee has already ordered under the Agreement, but elements of the Services that are sold separately and that Licensee has not ordered, or that may be added to the Services following the applicable Order Start Date, are subject to Section 1(d) below.

(c) Restrictions. Licensee agrees that it shall not directly or indirectly: (i) use the Services for any illegal or unauthorized purpose or in any manner that damages or interferes with the Services' operation; (ii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services or any reports or outputs thereof; (iii) sublicense, sell, lease (including on a service bureau basis), share, or transfer the Services or make it available to anyone except for Authorized Users; (iv) separately extract and provide or otherwise use data from the Services except as made available as part of the Services' normal functions; (v) copy, modify, create derivative works of, reverse engineer, reverse compile, decompile or disassemble the Services, or any elements thereof (except as this restrictions (v) is prohibited by applicable law); (vi) use or access the Services for competitive or benchmarking purposes; (vii) circumvent any security measures or use restrictions in the Services; (viii) employ or authorize a Chainalysis Competitor to use or view the Services or Documentation; (ix) without limiting its obligations under Section 7, post or make public in any manner, or disclose to any third party, any aspect of the Services, including but not limited to photographs or screenshots thereof ("**Screenshots**"); or (x) attempt to do any of the foregoing. In addition, at all times, Licensee will ensure that its Authorized Users comply with Chainalysis' Acceptable Use Policy attached hereto as Exhibit A. "**Chainalysis Competitor**" means a person or entity in the business of developing, distributing, or commercializing software or Internet products or services substantially similar to or competitive with Chainalysis' products or services.

(d) Additional Features. Chainalysis may make additional Services features (each, an "**Add-On**") available for an additional fee during the Term. Add-Ons are not required for the proper functioning of the Services. Any Add-On will be reflected in an additional or modified Order executed by Chainalysis and Licensee. If Licensee enters into a modified Order to include any Add-On, any Updates to Add-On will be included in the applicable License and shall be deemed to be included within the definition of "Services". Any Add On will be reflected in an additional or modified Order executed by Chainalysis and Licensee.

2. USE OF THE SERVICES.

(a) Chainalysis Responsibilities.

(i) **Resellers.** If Licensee orders Services via an authorized non-affiliate third party reseller ("**Reseller**"), Reseller may have access to Licensee's Authorized User credentials. As between Chainalysis and Licensee, Licensee is solely responsible for: (i) any access by Reseller to Licensee's Authorized User credentials and account and (ii) defining in the agreement and/or order between Licensee and Reseller ("**Reseller Agreement**") any rights or obligations with respect to such relationship (notwithstanding the foregoing, any rights or obligations with respect to the Services shall be governed by this MSA). Licensee's sole and exclusive recourse with respect to any rights or obligations set forth in the Reseller Agreement will be against the Reseller (unless Chainalysis has also directly granted such rights to Licensee). Additionally: (i) any Fees will be set between Licensee and Reseller and any payments will be made directly to Reseller under the terms of the Reseller Agreement unless the relationship between Chainalysis and Reseller is terminated (in which case Fees shall be paid directly to Chainalysis), (ii) the duration of the Services will be set forth in the order between Reseller and Licensee, subject at all times to Chainalysis' right to suspend and/or terminate Services in accordance with this Agreement, and (iii) Chainalysis may share Licensee Confidential Information with Reseller as a Representative subject to Section 7 or as necessary to provide any support services. If there is any conflict between the provisions of this Agreement and the Reseller Agreement, then the provisions of this Agreement prevail.

(b) Licensee Responsibilities; Authorized User Credentials.

(i) Subject to the terms and conditions of this Agreement, Licensee may provide (or Chainalysis will provide at Licensee's direction if the Services do not allow Licensee to do so itself) its employees, affiliates, or contractors, acting on its behalf, with credentials to access and use the Services (each, an "**Authorized User**"). At all times, Licensee shall be responsible and liable for all acts or omissions of its Authorized Users, its affiliates, and its and its affiliates' employees, contractors, and agents, in connection with this Agreement, as if Licensee had been the performing party.

(ii) Each Authorized User credential is limited to use by the single, originally named individual and cannot be shared with other individuals. In the event Licensee desires to transfer a certain Authorized User credential to a different individual, it shall provide written request to Chainalysis.

(iii) No more than once per year, Chainalysis may reasonably request Licensee to certify that it is in conformance with the terms and conditions of this Agreement, including but not limited to, the number of users that are using the Services. Licensee will use commercially reasonable efforts to provide such certification to Chainalysis within thirty (30) days of its receipt of any such request.

(iv) Licensee shall use and maintain appropriate legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Services and to protect the Services from unauthorized access, disclosure, duplication, use, modification, or loss and notify Chainalysis immediately of any such unauthorized access or use or suspected unauthorized access or use of which Licensee becomes aware.

(v)   Licensee is responsible for any network or Internet connectivity required to access the Services over the Internet.

(vi)   Licensee agrees to comply with all laws and regulations applicable to it in connection with this Agreement.

3.   INTENTIONALLY OMITTED.

4.   CONSIDERATION.

(a)   Fees. Licensee will be invoiced the amounts set forth on an Order (the "**Fees**"). Unless otherwise set forth on an Order, Fees are due within 30 days from the date of the relevant billing start date, or receipt of the relevant invoice, on an upfront annual basis.

5.   TERM AND TERMINATION.

(a)   Effect of Termination. If this Agreement or any Order is terminated, this Agreement or the applicable Order(s) will terminate as of the effective date of termination and Licensee shall immediately cease using and delete, destroy, return, and permanently erase from all devices and systems Licensee directly or indirectly controls, the relevant Services and Documentation and certify such deletion or destruction in writing to Chainalysis. All Order term(s) shall be collectively referred to as the "**Term**".

6.   INTELLECTUAL PROPERTY AND PERSONAL DATA.

(a)   Services. Except for the License granted pursuant to Section 1(a) and 1(b), Chainalysis retains all right, title and interest in and to the Services and Documentation, including all related intellectual property rights and nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Services or Documentation. Licensee acknowledges that agrees that the Services and Documentation are licensed, not sold, to Licensee by Chainalysis. Licensee hereby unconditionally and irrevocably assigns to Chainalysis or Chainalysis' designee, its entire right, title, and interest in and to any intellectual property rights that Licensee may now or hereafter have in or relating to the Services or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

(b)   Licensee Data. Notwithstanding anything to the contrary in this Agreement, Licensee grants Chainalysis a non-exclusive, worldwide, royalty-free license to use any information made available through the Services or otherwise provided to Chainalysis in connection with this Agreement by Licensee or Authorized Users or any third parties acting on Licensee's behalf (such parties, the "**Licensee Group**"; such information, collectively, the "**Licensee Data**") to: (1) provide the Services or (2) if permitted by any member of the Licensee Group, to improve, enhance, develop and offer services or products. Licensee represents and warrants that: (i) it owns or has the right to make Licensee Data available to Chainalysis; (ii) the posting and use of Licensee Data on or through the Services will not (A) violate the intellectual property, privacy, publicity, or other rights of any person or entity, or (B) breach any contract between Licensee and a third party; (iii) the Licensee Data is accurate; and (iv) except to the extent inextricable from the Licensee Data based on the nature of the blockchain technology, Licensee Data will not include information that, alone or in combination with other information provided to Chainalysis, can be used to identify (whether directly or indirectly) an individual person ("**Personal Data**").

(c)   Performance Data. Chainalysis owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs (collectively, "**Performance Data**").

(d)   Feedback. Notwithstanding anything to the contrary in this Agreement, Licensee hereby grants Chainalysis a non-exclusive, worldwide, royalty-free license to use any ideas, suggestions, comments, input, recommendations, or enhancement requests provided by Licensee, its Authorized Users, its employees or agents ("**Feedback**") in connection with the Services to Chainalysis for any lawful purpose. Licensee acknowledges that it provides Feedback voluntarily, and Chainalysis has no obligation to use any Feedback. Chainalysis acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

(e)   Personal Data. As it relates to the Reactor service (including any variation or enhanced version thereof), or to the extent applicable, any data separately provided by Chainalysis to Licensee, the parties agree that for the purposes of applicable European data protection laws (including the General Data Protection Regulation (EU) 2016/679 of April, 27 2016 ("**GDPR**") and any national implementing legislation to the extent applicable) Licensee and Chainalysis are acting as separate (and not joint) data controllers in respect of any Personal Data either party may process in connection with the Services. Licensee shall comply with all relevant privacy laws applicable to its Personal Data processing activities. In the event Licensee (i) receives a data subject request exercised under the GDPR; and/or (ii) suffers a data breach (as defined in the GDPR) relating to Personal Data it has received from Chainalysis pursuant to the Services, Licensee shall notify Chainalysis promptly upon receipt of such data subject request or upon becoming aware of such data breach in order to enable Chainalysis to comply with any obligations it may have as a separate data controller in respect of such Personal Data.

(f)   Open Source Software. Certain elements of the Services may be subject to "open source" or "free software licenses" ("**Open Source Software**") owned by third parties. Open Source Software is not licensed under Section 1. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms and conditions of the applicable end-user license for such Open Source Software.

(g)   Marks. "Chainalysis", "Chainalysis Reactor", , "Kryptos", and Chainalysis' other product and Services names, marks, and logos used or displayed on the Services are registered or unregistered trademarks of Chainalysis (collectively, "**Marks**"), and Licensee may only use such Marks to identify itself as a Chainalysis customer; provided Licensee may not attempt to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Chainalysis, its Services or products. All use of the Marks will inure to Chainalysis' benefit.

7.   CONFIDENTIALITY.

(a)   Definition. "**Confidential Information**" means any non-public material or information, received prior to, or following, the Effective Date, in any form or medium (whether oral, written, electronic or other), including: pricing information, technology, business methods, finances, trade secrets, or other proprietary information that is marked as confidential or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure. In addition, Chainalysis' Confidential Information includes, but is not limited to, any aspect of the Services and any data derived therefrom (including but not limited to, Screenshots, exposure, counterparty and other attribution or clustering information, transaction details (such list, collectively, the "**Proprietary Data**"), training materials, the access codes, technical specifications, connectivity standards or protocols, or other relevant procedures used by Licensee to connect to the Services).

(b)   Ownership. In connection with the performance of this Agreement, each party (the "**Receiving Party**") may have access to certain of the other party's (the "**Disclosing Party**") Confidential Information or that of third parties that the Disclosing Party is required to maintain as confidential. No ownership in or rights to Confidential Information is transferred as a result of such access.

(c)   Obligations. The Receiving Party will: (i) only use Confidential Information as necessary or permitted under this Agreement; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, attorneys, investors, bankers, accountants, contractors, professional advisors and/or consultants

("**Representatives**") who are bound by obligations materially similar to this Section 7; and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but in no event using less than a reasonable degree of care. At the option of the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Agreement. If the Disclosing Party requires the destruction of its Confidential Information pursuant to this Section 7(c), upon request the Receiving Party will certify in writing that it has done so. Nothing herein will require the destruction or purging of Confidential Information maintained on routine computer backup systems solely for archival purposes, provided such Confidential Information is not readily accessible and further provided that, notwithstanding any expiration or termination of this Agreement (or any provision hereunder), for so long as any Confidential Information is retained, it shall remain subject to this Section 7.

(d)   The obligations in Section 7(c) will apply during and for two (2) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect for so long as the information is a trade secret.

(e)   **Exceptions**. Confidential Information does not include, and Section 7(c) does not apply to information that is: (i) publicly available when disclosed or becomes publicly available without fault of the Receiving Party; (ii) rightfully communicated to the Receiving Party by a third party not bound to keep such information confidential, whether prior to or following disclosure, (iii) independently developed by Receiving Party without reference to or reliance on Confidential Information; or (iv) approved for disclosure by the Disclosing Party; provided, however, the foregoing exceptions shall not apply to Proprietary Data, which Licensee shall keep confidential at all times. In addition, the Receiving Party may disclose Confidential Information to the limited extent required to comply with a subpoena, civil investigative order, the order of a court or other governmental body, or with applicable law (each, a "Court Order"), provided that, to the extent permitted by law, the Receiving Party first gives written notice to the Disclosing Party and reasonably cooperates with any Disclosing Party's efforts to obtain a protective order (at the Disclosing Party's request and expense). To the extent Licensee is required to disclose Chainalysis' Confidential Information or the existence of any aspect of the Services in order to comply with a Court Order, it shall, to the extent permitted by law, notify Chainalysis within 5 business days of its receipt of the Court Order requiring disclosure. In any dispute to establish its rights under this Agreement, Licensee shall obtain a protective order to prevent the disclosure of the existence of any aspect of the Services, as requested by Chainalysis. Subject to the terms of this Agreement, in the event Licensee reasonably determines that the disclosure of Confidential Information is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding, to which it is a party (each, a "Court Disclosure"), Licensee may disclose the relevant portions of such Confidential Information in a Court Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Chainalysis with sufficient time for Chainalysis to review the intended Court Disclosure and if deemed necessary in Chainalysis' sole discretion, assist Licensee with respect to same; and (ii) obtain prior written consent from Chainalysis. For the avoidance of doubt, Chainalysis is under no obligation to review or assist in connection with any Court Disclosure. Chainalysis recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8.   WARRANTIES AND DISCLAIMER.

(a)   **Mutual Representations and Warranties.** Each party represents and warrants that it has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement of such party or any judgment, order, or decree by which it is bound. Each party will comply with all laws applicable to its performance under this Agreement.

(b)   **Disclaimer.** CHAINALYSIS WARRANTS THAT THE SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF LICENSEE'S RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6(b) and SECTION 8(a), NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT SERVICES (AND INFORMATION PROVIDED THEREFROM) WILL BE ERROR-FREE, OR MEET LICENSEE'S REQUIREMENTS. WITHOUT LIMITING THIS SECTION, CHAINALYSIS MAKES THE SERVICES AVAILABLE ON AN "AS IS" BASIS. LICENSEE AGREES THAT THERE IS NO OBLIGATION ON THE PART OF CHAINALYSIS TO PROVIDE ANY INFORMATION TO LICENSEE OR TO ANY THIRD PARTY IN EXCESS OF WHAT IS AVAILABLE TO LICENSEE THROUGH THE SERVICES. INFORMATION PROVIDED BY THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INVESTMENT ADVICE.

9.   INTENTIONALLY OMITTED.

10.   LIMITATION OF LIABILITY.

(a)   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT ARISING OUT OF LIABILITY FROM EITHER PARTY'S BREACH OF SECTION 7 (CONFIDENTIALITY), EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, LICENSEE'S PAYMENT OBLIGATIONS, OR IN CONNECTION WITH LICENSEE'S UNAUTHORIZED USE OR DISCLOSURE OF THE SERVICES OR CHAINALYSIS' INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (1) CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR LOST PROFITS, OR LOSS OF DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (2) DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT TO BE PAID BY LICENSEE IN CONNECTION WITH THE APPLICABLE SERVICES IN THE EIGHTEEN (18) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIABILITY LIMITATION.

(b)   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT CHAINALYSIS PROVIDES A REPORTING AND INFORMATION SERVICES ONLY, AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY DECISION MADE OR ACTS OR OMISSIONS IN RELIANCE ON THE SERVICES, AND THAT IN NO EVENT WILL CHAINALYSIS BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL LEGAL OR REGULATORY VIOLATIONS UNCOVERED IN CONNECTION WITH LICENSEE'S USE OF THE SERVICES.

(c)   NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11.   GENERAL TERMS.

(a)   **Notices.** All notices or consents required or permitted to be given hereunder shall be in writing: (i) to Licensee at any of the contact addresses (including e-mail) in the "Licensee Information" section of an Order (or at any of the contact addresses as updated by the parties in writing, e-mail to suffice), or (ii) to Chainalysis if sent to Chainalysis Inc., at legal@chainalysis.com, Attention: LEGAL, or to the Chainalysis address set forth in the applicable Order. Notices shall be deemed to be duly given if sent via: (a) hand delivery, (b) certified mail return receipt requested postage prepaid, (c) nationally recognized overnight courier service, or (d) e-mail.

(b)   **Survival.** Notwithstanding anything to the contrary in the Agreement, any rights, obligation, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including but not limited to, Sections 4 (to the extent Fees remain unpaid), 6, 7, 9, 10, and 11.

EXHIBIT A

ACCEPTABLE USE POLICY

In addition to any other restrictions set forth in the Terms, to ensure the integrity of the Service, in the course of using the Service, Licensee and Authorized Users shall not:

1. Make unauthorized copies of copyrighted materials or use copyrighted materials other than as provided in the Terms.
2. Access data, servers or accounts for any purpose other than those contemplated by the Terms. 3. Provide the Service to or access the Service for the benefit of an entity subject to economic sanctions in the United States, European Union, or United Kingdom.
3. Introduce malicious programs (e.g. viruses, worms, Trojan Horses, etc.) into the Service or API (if applicable).
4. Allow others to use your account or disclose user credentials.
5. Circumvent user authentication procedures.
6. Cause security breaches or disruptions in network communications.

Except to the extent inextricable from other information due to the nature of blockchain technology, provide any information that, alone or in combination with other information provided to Chainalysis could be used to identify an individual in violation of relevant data privacy laws.

Commercial Professional Services Agreement

CHAINALYSIS PROFESSIONAL SERVICES AGREEMENT

This Commercial Supplier Agreement and SAAS License Agreement and Services Agreement ("Agreement") is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor (Carahsoft Technology Corporation) acting on behalf of Chainalysis Inc., ("Company" or "Supplier" or "Chainalysis") with its principal place of business at 228 Park Avenue South, #23474, New York, NY 10010, USA. This Professional Services Agreement governs the Customer's purchase of Professional Services from the MAS Contractor.   "You" or "Customer" or "Licensee" means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time.

1. Services. Chainalysis will perform the services ("Services" or "Project") for Client specified on one or more Statements of Work ("SOW") that are executed by the parties in writing from time to time. The form of SOW is attached hereto as Exhibit A. The terms of this Agreement are incorporated into each Order for Professional Services executed by the parties. To the extent of any conflict between the terms of this Agreement and the terms of an SOW, the terms of such SOW will prevail. Nothing in this Agreement will obligate either party to enter into any SOW.

2. No Exclusivity. The Services are provided on a non-exclusive basis. Chainalysis is permitted to provide similar or identical services to any other party.

3. Fees. Client will e invoiced the fees described in the applicable SOW and any out-of-pocket travel and living expenses incurred by Chainalysis personnel during the performance of Services in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable (but only as such expenses are approved in advance by Client).

4. Notice. In performing the Services, Chainalysis may collect and analyze publicly-available data concerning initial coin offerings. Such data may not be accurate. Chainalysis does not provide investment advice.

5. Rights in Work. This is not an agreement for work made for hire. Chainalysis owns the copyright in its reports and other work delivered to Client. Unless otherwise set forth in a SOW, the contents of all deliverables may be used by Client only for Client's internal business purposes. Client may create derivative works based on the deliverables solely for internal educational events and case studies. The deliverables may not be resold or similarly offered by Client to any third party.

6. Client Data. Client grants Chainalysis a non-exclusive, non-transferable (except as set forth herein), worldwide, royalty-free license to use any information made available or otherwise provided to Chainalysis in connection with this Agreement by Client or any third parties acting on Client's behalf (collectively, "**Client Data**") to: (1) provide the Services, or (2) if permitted in writing by the discloser of Client Data, to improve, enhance, develop and offer services or products. Licensee represents and warrants that: (i) it owns or has the right to make Client Data available to Chainalysis; (ii) providing Client Data to Chainalysis will not (A) violate the intellectual property, privacy, publicity, or other rights of any person, or (B) breach any contract between Client and a third party; (iii) the Client Data is accurate; and (iv) except to the extent inextricable from the Client Data based on the nature of the blockchain technology, the Client Data will not include and information that, alone or in combination with other information provided to Chainalysis, can be used to identify an individual person.

7. Confidentiality. "Confidential Information" means any information disclosed by one party ("Discloser") to the other ("Recipient") in connection with this Agreement that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Recipient may use Discloser's Confidential Information only as necessary or permitted under this Agreement. Recipient will not disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees and subcontractors who have a need to know and who are bound in writing to keep such information confidential pursuant to confidentiality agreements consistent with this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorized use and disclosure, and in any case will not use less than the degree of care a reasonable person would use. The foregoing will not apply to any information that: (a) was in the public domain at the time it was communicated to the Recipient by the Discloser; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Discloser; (d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser; or (f) is expressly permitted to be disclosed pursuant to the terms of this Agreement. The Recipient shall not be in violation of this Section for any disclosure in response to a valid order by a court or other governmental body, provided that the Recipient, unless prohibited by law, provides the Discloser with prior written notice of such disclosure in order to permit the Discloser to seek confidential treatment of such information. Subject to the terms of this Agreement, in the event Licensee reasonably determines that the disclosure of Confidential Information is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding, to which it is

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a party (each, a "Court Disclosure"), Licensee may disclose the relevant portions of such Confidential Information in a Court Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Chainalysis with sufficient time for Chainalysis to review the intended Court Disclosure and if deemed necessary in Chainalysis' sole discretion, assist Licensee with respect to same; and (ii) obtain prior written consent from Chainalysis. For the avoidance of doubt, Chainalysis is under no obligation to review or assist in connection with any Court Disclosure. Chainalysis recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8. Intentionally Omitted.

9. Warranty and Disclaimer. The Services are in the nature of professional services, reporting of public data, and advice. Chainalysis cannot and does not guarantee any results as a result of these professional services. The Services will be provided in a good and workmanlike manner. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THE SERVICES, INCLUDING ALL REPORTS AND OTHER DELIVERABLES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND CHAINALYSIS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH THE SERVICES OR RESULTING DELIVERABLES, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER OR ANY THIRD PARTY ARISING OUT OF THE SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT TO BE PAID BY CLIENT FOR THE SERVICES UNDER THE RELEVANT SOW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. The foregoing limitation of liability shall not apply to personal injury or death resulting from Licensor's negligence; or to any other matter for which liability cannot be excluded by law.

11. Survival. The provisions of this Agreement that by their nature extend beyond the termination of this Agreement, and Section 6, will survive termination.

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EXHIBIT A

Statement of Work

Statement of Work under Chainalysis Professional Services Agreement between Chainalysis Inc. and <mark>CLIENT NAME</mark> dated <mark>DATE</mark>

Effective Date of this SOW: <mark>DATE</mark>

Name of Project: <mark>PROJECT NAME</mark>

A. FEES: Chainalysis will charge <mark>INSERT HOURLY RATE(S)</mark> per hour for its work. As of the date of this SOW, Chainalysis believes the Project will take approximately <mark>XX</mark> hours to complete. Chainalysis will provide weekly reports of how much time it has devoted to the Project and any changes to its estimate of how long it will take to complete the Project.

At the completion of the Project, Chainalysis will invoice Client for work. Payment terms are net 30 days from receipt of invoice.

B. Reserved.

C. SCHEDULE OF WORK:

Chainalysis will commence the work on <mark>__START DATE____</mark> and end no later than <mark>__END DATE_____</mark>. Chainalysis may complete the Project before <mark>_____ DATE____</mark>. .

On the deadline or before, Chainalysis and Client will discuss Chainalysis' progress and findings. If more time is necessary to complete the investigation, the Schedule of Work will be amended to include further time for the investigation.

ACKNOWLEDGED AND AGREED

Chainalysis Inc.	**<mark>Client</mark>**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____