Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia**
**Contract**

Order Date: 08-16-2022

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| | | |
|---|---|---|
| **Order Number:** | CCT  0601  0601  MAP2300000002 1 | **Procurement Folder:** 1050211 |
| **Document Name:** | Chainalysis, Inc - Blockchain Analytics | **Reason for Modification:** |
| **Document Description:** | Blockchain Analytics - Fusion Center MAPS | |
| **Procurement Type:** | Central Sole Source | |
| **Buyer Name:** | David H Pauline | |
| **Telephone:** | 304-558-0067 | |
| **Email:** | david.h.pauline@wv.gov | |
| **Shipping Method:** | Best Way | **Effective Start Date:** 2022-07-29 |
| **Free on Board:** | FOB Dest, Freight Prepaid | **Effective End Date:** 2023-07-28 |

### VENDOR

**Vendor Customer Code:** VS0000040717
CHAINALYSIS INC
228 PARK AVE S #23474

NEW YORK          NY          10003
US

**Vendor Contact Phone:** 7032824503     **Extension:**

**Discount Details:**

| | Discount Allowed | Discount Percentage | Discount Days |
|---|---|---|---|
| #1 | No | 0.0000 | 0 |
| #2 | Not Entered | | |
| #3 | Not Entered | | |
| #4 | Not Entered | | |

### DEPARTMENT CONTACT

**Requestor Name:** Jessica L Burns McDonnell
**Requestor Phone:** (304) 558-8674
**Requestor Email:** jessica.l.burnsmcdonnell@wv.gov

**23**

**FILE LOCATION** _____

### INVOICE TO

PROCUREMENT OFFICER  304-558-2930
DEPARTMENT OF HOMELAND SECURITY

BLDG 1  RM W400

1900 KANAWHA BLVD E

CHARLESTON                    WV  25305

US

### SHIP TO

ADMINISTRATIVE SECRETARY  304-558-4831
FUSION CENTER

4TH FLOOR SOUTH WING

1700 MACCORKLE AVE SE

CHARLESTON                    WV  25314

US

| **Total Order Amount:** | $139,151.42 |
|---|---|

Purchasing Division's File Copy

8/17/2022

**ENTERED**

| PURCHASING DIVISION AUTHORIZATION | ATTORNEY GENERAL APPROVAL AS TO FORM | ENCUMBRANCE CERTIFICATION |
|---|---|---|
| DKP 8/46/22 | | |
| DATE: 8/16/2022 | DATE: | DATE: 8/22/2022 |
| ELECTRONIC SIGNATURE ON FILE | ELECTRONIC SIGNATURE ON FILE | ELECTRONIC SIGNATURE ON FILE |

8/22/2022

**Extended Description:**

Direct Award

The Vendor, Chainalysis, Inc., agrees to enter with the West Virginia Fusion Center into a contract to provide Chainalysis Cloud Reactor Observations; certifications, and support that provides a searchable database of cryptocurrency transactions for over 100 different cryptocurrencies., per the attached documentation.

Renewal years 2 and 3 will be added by subsequent change order upon mutual agreement between the agency and the vendor.

Contract Term: 07/29/2022 through 07/28/2023

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|------|---------------|----------|------|------------|-------------|
| 1 | 43232600 | 1.00000 | YR | 47823.000000 | $47,823.00 |
| Service From | Service To | Manufacturer | | Model No | |
| 2022-07-29 | 2023-07-28 | | | | |

**Commodity Line Description:**      Cloud Reactor Observations, support, certs - Year One (1)

**Extended Description:**
MAPS - Blockchain Analytics

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|------|---------------|----------|------|------------|-------------|
| 2 | 43232600 | 1.00000 | YR | 44550.450000 | $44,550.45 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

**Commodity Line Description:**      Cloud Reactor Observations and support- Year Two (2)

**Extended Description:**
MAPS - Blockchain Analytics

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|------|---------------|----------|------|------------|-------------|
| 3 | 43232600 | 1.00000 | YR | 46777.970000 | $46,777.97 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

**Commodity Line Description:**      Cloud Reactor Observations and support- Year Three (3)

**Extended Description:**
MAPS - Blockchain Analytics

# ORDER OF PRECEDENT AND MODIFICATION AGREEMENT

**THIS ORDER OF PRECEDENT AND MODIFICATION AGREEMENT,** by and between **CHAINALYSIS INC.** ("Chainalysis") and the **STATE OF WEST VIRGINIA** ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the direct award solicitation identified as CSSD MAP2300000001, Procurement Folder # 1050211, (the "Contract") and to modify those documents as necessary

The Parties Agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

   **Contract Documents:**

   a. This Addendum - First in priority.
   b. Chainalysis Quote attached hereto as Exhibit A – Second Priority
   c. Chainalysis Terms and Conditions Attached hereto as Exhibit B – Third Priority

2. **Additional Contract Terms.** The following additional terms are added to the Contract.

   a. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

   b. **LATE PAYMENT PENALTIES** – Any language in any document imposing any interest or charges due to late payment is deleted.

   c. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

   d. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia.

Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

e. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html

f. **ISRAEL BOYCOTT:** Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

The Parties are signing this Addendum on the date stated below the signature.

CHAINALYSIS INC.                                      STATE AGENCY
James Paik

Head of Commercial
By: _____               By: _____
     DocuSigned by:
Its: _James Paik_____           Its: _Director WV Fusion Center_
     ECD3B5E8C4894BB...
     8/11/2022
Date: _____               Date: _8-12·22_____

Exhibit A – QUOTE

# Quote
O 22-10743

**Chainalysis**

228 Park Avenue South #23474 / New York, NY 10003
receivables@chainalysis.com

## Information

| | | | |
|---|---|---|---|
| **Legal Name:** ("Licensee") | ("West Virginia Fusion Center") | **Billing Address:** | 1124 Smith Street, 2nd Floor Charleston WV, 25301 United States |
| **Primary Contact:** | | **Billing Contact:** | Thomas Hymes |
| **Primary Email:** | | **Billing Email:** | thomas.p.hymes@wv.gov |
| **Primary Phone:** | | **Billing Phone:** | 304.352.0204 |

## Order Summary

| | | | |
|---|---|---|---|
| **Order start date:** | Jul 29, 2022 | **Billing start date:** | Jul 29, 2022 |
| **Order end date:** | Jul 28, 2023 | **Billing frequency:** | Annual |
| **Order term:** | 12.0 (Months) | **Payment terms:** | Net 30 |

## Subscription Service Information

| Service Name | Qty |
|---|---|
| Gold Support | 1 |
| Cloud Reactor Observations All Assets 1 Named License - All Assets | 1 |

**Annual Subscription Fees Total: USD 42,429.00**

## One-Time Service Information

| Service Name | Qty |
|---|---|
| Regional Course: Reactor Certification (CRC) - Virtual participant | 1.00 |
| Regional Course: Reactor Certification (CRC) - Virtual participant | 2.00 |
| Regional Course: Crypto Certification (CCFC) - Virtual participant | 1.00 |
| Regional Course: Crypto Certification (CCFC) - Virtual participant | 2.00 |
| Ethereum Investigation Specialist (Remote) Certification Event (Priced per Person) | 1.00 |
| Ethereum Investigation Specialist (Remote) Certification Event (Priced per Person) | 2.00 |

**One-Time Fee Total: USD 5,394.00**

**Total Order Value: USD 47,823.00**

Prices quoted are valid only through the Order expiration date above and prices shown do not include any taxes that may apply; any taxes will be shown on invoices. This Order is non-cancellable before the Order End Date above, and fees paid are nonrefundable, except as specified in the MSA (as defined below).

**Remarks:**

Upon the expiration of this Order or, in the event Option Year 1 is exercised, upon the expiration of the Order for Year 2, as applicable, Licensee may, at its option and discretion, renew this Order for an additional twelve-month term for the Services

and at the prices listed below:
- Year 2 (Option Year 1): one (1) Chainalysis Cloud Reactor Observations, All Assets, license, inclusive of Gold Support, at the discounted price of USD44,550.45 (based on a unit price of USD53,036.00).
· Year 3 (Option Year 2): one (1) Chainalysis Cloud Reactor Observations, All Assets, license, inclusive of Gold Support, at the discounted price of USD46,777.97 (based on a unit price of USD53,036.00).

End User License Agreement Incorporation - This proposal/award/order is subject to Chainalysis' standard, commercial end user license terms (v. 0322) available at https://go.chainalysis.com/rs/503-FAP-074/images/Government-End-User-Terms.pdf, which are incorporated herein by reference, with the same force and effect as if set forth herein in full text. Such terms will be incorporated into any award resulting from this submission.

Exhibit B – Chainalysis TERMS

# GOVERNMENT END USER TERMS

These Government End User Terms (this "**MSA**" or "**Terms**") govern the use and access to the products and services (and any data derived from any of the foregoing) and any support services (each, a "**Service**"; collectively, the "**Services**"), ordered by the acquiror of such Services ("**Licensee**") and made available by Chainalysis Inc. ("**Chainalysis**") under ordering document(s), including but not limited to, a purchase order, entered into by the parties (each, an "**Order**"). All Services in effect as of, and placed after, the Order Start Date (as defined in Section 6.1) shall be governed by the terms set forth herein. Each Order shall be governed by the terms of this MSA and this MSA incorporates by reference any attached or incorporated exhibits or addenda, as well as any other mutually executed contracting document between the parties for the Services (the "**Contracting Document**") (along with any Order(s), collectively the "**Agreement**"). In the event of a conflict between the terms of this MSA and any FAR provisions incorporated by reference into the Contracting Document, the terms of the FAR provisions shall control.

## 1.0 RIGHTS AND RESTRICTIONS.

**1.1. Services Use and Access.** Subject to the terms and conditions of this Agreement and except as it relates to any Chainalysis Data or On-Premises Software which are licensed pursuant to Section 1.2 and Section 2.3, respectively, Chainalysis permits Licensee to access and use the Services in the quantities identified on the applicable Order during the Term (as defined in Section 6) solely for the purpose of analyzing digital asset transactions for Licensee's internal business purposes (as defined below) (the "**Purpose**"). The Services may only be accessed by Authorized Users (as defined below).

**1.2. Chainalysis Data.** Subject to the terms and conditions of this Agreement, Chainalysis hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable license to access and use Chainalysis Data during the Term solely for the Purpose. "**Chainalysis Data**" means: (i) data provided through any Services which is extracted or downloaded therefrom such that it is accessible outside of or without the Services or (ii) data, information, or reports that are otherwise provided by Chainalysis to Licensee, including any Deliverables (as defined in Section 2.2). For the avoidance of doubt, any reference to "Services" shall include Chainalysis Data (except as used in Section 1.1 and Section 1.2).

**1.3. General Restrictions.** Licensee shall not directly or indirectly: (i) use the Services in connection with 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 the documentation, Chainalysis Data, the Services or any reports or outputs thereof; (iii) sublicense, sell, lease (including on a service bureau basis), share, distribute, or transfer the Services or make it available to anyone except for Authorized Users (as defined in Section 3.6); (iv) extract 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 in Section 1.3(v) is prohibited by applicable law); (vi) notwithstanding anything in this Agreement, 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 Section 8, post, make public in any manner, or disclose to any third party (except its Representatives, in accordance with Section 8), any aspect of the Services, including but not limited to photographs or screenshots thereof ("**Screenshots**") or Application

Programming Interface ("API") keys; (x) use the Services to create a product or service with features that are substantially similar to, or that re-create, the features of any Chainalysis product or service; or (xi) attempt to do any of the foregoing. If Chainalysis determines that Chainalysis Data may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, (i) Customer will follow Chainalysis' reasonable instructions, which may, depending on the circumstances, include deletion of Chainalysis Data and written confirmation thereof, and (ii) Chainalysis may discontinue Licensee's access to such Chainalysis Data through the Services. If Licensee or any of its employees, contractors or agents violates these restrictions or any other provision of this Agreement, Chainalysis may suspend or block Licensee's or such Authorized User's access to the Services. "**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.

**1.4. Service Restrictions.** Without limiting any other restrictions in this Agreement, as it relates to Licensee's use of any APIs, Licensee shall not, either directly or indirectly: (i) integrate Licensee's application or system with the Services through APIs other than the documented APIs expressly made available and permitted by Chainalysis for such use, (ii) use any robot, spider, or automated process to scrape, crawl, index, or extract any aspect of the Services or Chainalysis Data, (iii) cache Chainalysis Data, (iv) interfere with or disrupt the APIs or the servers or network providing the APIs, (v) perform any action which has the effect of or with the intent of introducing to the Services any viruses, worms defects, Trojan Horses, malware, or any items of destructive nature, or (vi) take any action that may impose an unreasonable or disproportionately large load on Chainalysis infrastructure, as determined by Chainalysis. Chainalysis may, without notice, limit the number of requests Licensee may make to the API gateway of any API to protect the Chainalysis system or enforce reasonable limits on Licensee's use of an API and accordingly, specific throttling limits may be imposed and modified from time to time by Chainalysis.

## 2.0 ADDITIONAL SERVICE TERMS.

**2.1. Market Intel Data.** To the extent Licensee is provided with access to Chainalysis Data obtained through Chainalysis' market intelligence services, ("**Market Intel Data**"), and, without limiting the generality of the restrictions in this Agreement, Licensee may include conclusions it derives from Market Intel Data in its charts, graphs, or reports to disclose to third parties, provided that Licensee conspicuously attributes Chainalysis as the source within the same medium of such conclusions. For the avoidance of doubt, Licensee may only disclose conclusions drawn from Market Intel Data and shall not disclose any raw Market Intel Data, itself, to any third parties.

**2.2. Investigations and Professional Services.** To the extent Licensee is provided with any data, information, reports, or other output in connection with Licensee's engagement of Chainalysis investigations and special programs and/or professional services ("**Deliverables**"; such services, "**ISP**"), without limiting any other restrictions in this Agreement, Deliverables may only be used by Licensee in connection with its investigation of illicit activities. Licensee agrees that no part of its engagement for Services under this Agreement, including any engagement for Deliverables, is an agreement for a work made for hire. Any Deliverables are licensed by Chainalysis, as the owner, to Licensee, as Chainalysis Data, to be used solely for the Purpose and in accordance with the terms of this Agreement. Notwithstanding anything to the

contrary in this Agreement, Licensee shall not use any Deliverables in a misleading manner or for any commercial purpose.

2.3. **On Premises Software.** The terms in this section shall apply to On-Premises Software to the extent it is provided to Licensee. Chainalysis hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable license to access and use any on-premises software in the quantities identified on the applicable Order (**"On-Premises Software"**) during the Term solely for the Purpose. This license includes the right to use any modifications, improvements, or other new versions of the On-Premises Software made available to all On-Premises Software licensees as part of the initial standard subscription fee (each, an **"Update"**). Certain elements of On-Premises Software may be subject to "open source" or "free software licenses" (**"Open Source Software"**) owned by third parties. Open Source Software is not licensed under this section and instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software and nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms of the applicable end-user license for such Open Source Software. Notwithstanding anything to the contrary in this Agreement, Section 3.1 shall not apply to On-Premises Software.

3.0 **USE OF THE SERVICES.**
3.1. **Service Levels.** In the event a Contracting Document stipulates that 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.

3.2. **Resellers.** If Licensee orders Services via an authorized third party reseller (**"Reseller"**), Licensee authorizes Chainalysis to provide Reseller with access to Licensee's Authorized User credentials. As between Chainalysis and Licensee, Licensee is solely responsible for: (A) any access by Reseller to Licensee's Authorized User credentials and accounts and (B) defining in the agreement and/or order between Licensee and Reseller (**"Reseller Agreement"**) any rights or obligations with respect to such relationship. 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 in this Agreement). Additionally: (1) 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, (2) the duration of the Services will be set forth in the Reseller Agreement, which is subject at all times to Chainalysis' right to suspend and/or terminate Services in accordance with this MSA, and (3) Chainalysis may share Licensee Confidential Information with Reseller as a Representative subject to Section 8 or as necessary for either party 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.

3.3. **Third-Party Products or Services.** Chainalysis may provide Licensee with access to products, services, information, content, messages, or websites within or via the Services that are provided by third parties (including other users) (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 third party and may be subject to additional terms. Notwithstanding anything to the contrary in this Agreement, Chainalysis shall have no

liability in connection with Licensee's use of any Third-Party Products, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. Chainalysis does not warrant (except as required by law) in any manner, including for accuracy or completeness, availability, or support Third-Party Products, except as explicitly specified in an Order and Licensee agrees that Third-Party Products are provided **AS-IS**.

3.4. **Trial and Beta Services.** From time to time, Chainalysis may invite Licensee to use (A) a Trial (as defined below) or (B) services and/or features that are not generally available to Chainalysis' customers (**"Beta Services"**). Licensee may accept or decline any Trial or Beta Services in Licensee's sole discretion. Beta Services will be clearly designated as beta (or by a similar description). A **"Trial"** means any Services that are described as such (or by a similar description), or where access thereto is provided to the Licensee free of charge or without an Order. Notwithstanding anything to the contrary in this Agreement, including but not limited to, the definition of "Purpose", and without limiting any other restrictions in this Agreement, Trials and Beta Services are solely for internal evaluation purposes, are not subject to the Support Policy, 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 Trials or Beta Services may be terminated at any time without notice, may be subject to additional terms, and they may never be made generally available. Notwithstanding anything to the contrary in this Agreement, Chainalysis will have no liability for any harm or damage arising out of or in connection with a Trial or Beta Service.

3.5. **Product Discontinuation.** In the event Chainalysis intends to discontinue any Service or the operation, support, or sale thereof or coverage of any asset within a Service, except to the extent the discontinuation is in order to comply with applicable law or the coverage of the asset is unavailable due to technical reasons, Chainalysis shall give Licensee no less than three (3) months' advance written notice of such discontinuation and as Licensee's sole and exclusive remedy, Chainalysis will: (A) offer a replacement solution that is materially similar to the discontinued Service or asset, or (B) refund the portion of any prepaid fees applicable to the discontinued Service or asset.

3.6. **Licensee Responsibilities; Authorized User Credentials.**
3.6.1. **Authorized Users.** **"Authorized User"** means a Licensee's or its affiliates' employees or contractors who have been authorized by Licensee to use the Services on Licensee's behalf, for whom Licensee has purchased access to the Services (or as it relates to any Services provided by Licensee without any fees, for whom the Services have been provisioned by Chainalysis). Subject to the terms and conditions of this Agreement, Licensee may provide its Authorized Users with the ability to access and use the Services via a user account and login credentials. If the Services do not allow Licensee to provision Authorized Users as described in the preceding sentence, Chainalysis will facilitate provisioning such users at Licensee's direction. At all times, Licensee shall be responsible and liable for all acts or omissions of any users of its account (including but not limited to, its Authorized Users), its affiliates, and the employees, contractors, and agents of Licensee and its affiliates, in connection with this Agreement, as if Licensee had been the performing party. Each Authorized User credential will be deemed to be a named Authorized User credential such that it may only be used by the single, originally named individual, which cannot be shared with other individuals (**"Named Authorized User"**), unless it is explicitly designated as a Concurrent Authorized User credential. A **"Concurrent Authorized User"** credential means up to five (5) Authorized Users may share and use each Concurrent Authorized User credential, provided that only 1

Authorized User may access the applicable Services at a time and each Authorized User under a Concurrent Authorized User credential must be an employee of the Licensee and not of any other party, including but not limited to, an affiliate. All Authorized User credentials will be deemed to be Named Authorized User credentials unless explicitly stated otherwise.

**3.6.2. Compliance.** No more than once per year, Chainalysis may reasonably request Licensee to certify that it is in compliance 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. Licensee shall be responsible for removing Authorized User credentials for any Authorized Users no longer employed or, in the case of third-party personnel, actively engaged, by Licensee.

**3.6.3. Security.** 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. Licensee shall notify Chainalysis promptly of any unauthorized access or use of the Services.

**3.6.4. Responsibility.** 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, etc.). 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.

**3.6.5. Regulatory.** Notwithstanding anything to the contrary in this Agreement, Licensee shall not use the Services in connection with, or for the benefit of, provide Authorized User credentials to, or otherwise permit access to the Services by, any country, government, organization, entity, or person that is restricted by the HM Treasury Sanctions List, EU Consolidated List of Sanctions, United Nations Sanctions List, or any U.S. Treasury Department's Office of Foreign Asset Control ("OFAC") list ("Sanctioned Entities").

**4.0    INTENTIONALLY OMITTED.**

**5.0    CONSIDERATION.**
**5.1.    Fees.** Licensee shall pay to Chainalysis 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 receipt of the relevant invoice, on an upfront annual basis.

**6.0    TERM AND TERMINATION.**
**6.1.    Term.** This MSA will remain in effect for as long as there is an applicable Order and in no event will an Order survive the termination or expiration of this MSA. The term of each Order will commence on the commencement date specified therein (the "Order Start Date").

**6.2.    Termination.** Either party may terminate this Agreement for a material breach of this Agreement by the other party that is not cured within 30 days following written notice thereof. All Order term(s) shall be collectively referred to as the "Term".

**6.3.    Effect of Termination.** Except as otherwise explicitly permitted to be maintained under this Agreement, upon the effective date of termination or expiration of this Agreement or any Order, Licensee shall

immediately cease using and permanently delete, destroy or return all Services, and Chainalysis Data and certify such deletion or destruction in writing to Chainalysis. Notwithstanding anything in this Agreement, Sections 5 (to the extent Fees remain unpaid), 6.3, 7, 8, 10, 11, 12, and any rights, obligation, or required performance of the parties in this Agreement which, by their terms or nature and context are intended to survive expiration or termination of this Agreement, will survive any expiration or termination of this Agreement.

**7.0    INTELLECTUAL PROPERTY AND PERSONAL DATA.**
**7.1.    Services.** Chainalysis owns and retains all right, title and interest (and all related intellectual property rights) in connection with the Services obtained at any time.

**7.2.    Licensee Data.** Notwithstanding anything 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; and (iii) except to the extent inextricable from the Licensee Data based on the nature of the blockchain technology, or as permitted in this Agreement, Licensee Data will not include information that, alone or in combination with other information provided to Chainalysis by Licensee, can be used to identify (an individual person.

**7.3.    Feedback and Performance Data.** 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, posts, 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 owns all metadata in connection with installation, registration, use, and performance of the Services, including response times, load averages, usage statistics, and activity logs.

**7.4.    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, Deliverables, 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. In the event any evolution of the applicable law or any of the Services involving

personal data (or the provision of personal data by Licensee to Chainalysis constitutes a controller-processor relationship for the purposes of the GDPR (and to the extent applicable), the parties agree to execute Chainalysis' data processing agreement forthwith in order to comply with the compulsory provisions of Article 28(3) of the GDPR. The term "personal data" as used in this section shall have the meaning ascribed to it under GDPR.

7.5. **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.

8.0 **CONFIDENTIALITY.**
8.1. **Obligations.** "**Confidential Information**" means any non-public material or information that one party (the "**Receiving Party**") receives from, or is provided access to by, the other party (the "**Disclosing Party**") during the Term, in any form or medium (whether oral, written, electronic or other), including the existence of Services or functionality not excluded by Section 8.2, 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. For the avoidance of doubt, the existence of a relationship between the parties is not considered Confidential Information. 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, regulators applicable to it (in such case, solely for the purpose of demonstrating the Receiving Party's compliance with applicable laws), professional advisors and/or consultants ("**Representatives**") who are bound by obligations materially similar to this Section 8; 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. Following expiration or termination of this Agreement and upon written request from the Disclosing Party, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information. Nothing herein will require the destruction or return of Confidential Information permitted to be maintained under this Agreement or maintained on routine computer backup systems for archival purposes, provided that Confidential Information maintained for archival purposes will not be readily accessible. The obligations in Section 8 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.

8.2. **Exceptions.** Confidential Information does not include any information that is: (i) in the public domain without an unauthorized act or failure to act on 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 Confidential Information of the Disclosing Party; or (iv) approved for disclosure by the Disclosing Party. In addition, notwithstanding anything to the contrary in this Agreement, 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 "**Compelled Disclosure**"), provided that, to the extent permitted by law, the Receiving Party first gives written

notice to the Disclosing Party. Subject to the terms of this Agreement, but without limiting the parties' rights under a Compelled Disclosure, in the event Licensee reasonably determines that the disclosure of Chainalysis Data is material and necessary to the disposition of a legal, regulatory, arbitration or administrative proceeding to which it is a party, including any testimony (each, a "**Voluntary Disclosure**"), Licensee may disclose the relevant portions of such Chainalysis Data in a Voluntary Disclosure, provided that prior to disclosure Licensee shall: (i) provide written notice to Chainalysis at least ten (10) days prior to the Voluntary Disclosure; and (ii) obtain prior written consent from Chainalysis.

9.0 **WARRANTIES AND DISCLAIMER.**
9.1. **Mutual Representations and Warranties.** Each party represents and warrants that it: (i) 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, (ii) intentionally omitted, (iii) it is not owned or controlled by, or employs, any Sanctioned Entities, and (iv) it will comply with all laws and regulations applicable to its performance under this Agreement.

9.2. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 7.2 and SECTION 9.1, 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 (EVEN IF INFORMED OF SUCH 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.

10.0 **INTENTIONALLY OMITTED.**

11.0 **LIMITATION OF LIABILITY.**
11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT ARISING OUT OF LICENSEE'S PAYMENT OBLIGATIONS, OR IN CONNECTION WITH LICENSEE'S UNAUTHORIZED USE OR DISCLOSURE OF THE SERVICES OR CHAINALYSIS' INTELLECTUAL PROPERTY (COLLECTIVELY, THE "**EXCLUDED LIABILITIES**"), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR LOST PROFITS, OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS IT RELATES TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT TO BE RECEIVED BY CHAINALYSIS IN CONNECTION WITH THE APPLICABLE SERVICES IN THE TWELVE (12) 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.

11.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INVESTMENT ADVICE AND CHAINALYSIS PROVIDES A REPORTING AND INFORMATION SERVICES ONLY AND HAS NO LIABILITY FOR THE TRANSACTIONS ANALYZED BY THE SERVICES OR FOR ANY ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES. IN NO EVENT WILL CHAINALYSIS BE RESPONSIBLE IN CONNECTION WITH ANY ACTUAL OR POTENTIAL VIOLATIONS UNCOVERED IN CONNECTION WITH LICENSEE'S USE OF THE SERVICES OR FOR ANY CONTENT POSTED BY LICENSEE OR OTHER USERS IN ANY OF THE SERVICES.

## 12.0 MISCELLANEOUS.

12.1. **Government End Use Terms.** If Licensee is a governmental or public entity, including but not limited to the U.S. federal government department or agency or instrument of any federal, state or local governmental entity, Licensee acknowledges that the Services (including, but not limited to, Chainalysis Data) comprise commercial computer software as defined in FAR 2.101 and DFARS 252.227-7014(a)(1) or similar provision in applicable law or regulation, and that the Services and any related computer software documentation (as defined in FAR 2.101 and DFARS 252.227-7014(a)(5)) are provided subject to the terms and conditions herein and with only those rights that are expressly granted in this MSA, consistent with FAR 12.212 and DFARS 227.7202-1 through -4 or similar provision in applicable law or

regulation. Any Deliverables provided to Licensee that are not computer software or computer software documentation are commercial limited rights data provided in accordance with FAR 52.227-14, Alternate II, or, as applicable, DFARS 252.227-7013(b)(3) or DFARS 252.227-7015, or similar provision governing rights in commercial confidential or proprietary information or trade secrets in applicable law or regulation. If Licensee needs rights not granted under these terms, it must negotiate with Chainalysis to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

12.2. **General.** Chainalysis may provide notices to Licensee under this Agreement by sending a message to an email address associated with Licensee's account. Licensee will deliver notices by: (a) email to legal@chainalysis.com or (b) Attention: LEGAL via certified mail or personal delivery to the Chainalysis address set forth in the applicable Order. Titles and headings used in this Agreement are intended solely for convenience of reference and do not affect its meaning. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to effect the parties' intention and the remaining provisions of this Agreement will be unaffected. A party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.