



Coin Metrics Inc.  
125 High Street, Suite 350  
Museum Tower  
Boston, MA 02110  
info@coinmetrics.io  
coinmetrics.io

## **COIN METRICS MASTER TERMS**

The Master Terms are made by and between CM and Customer.

### **1. SCOPE OF AGREEMENT**

**1.1 Scope of Services.** CM will provide to Customer the Services described on the applicable Order Form. All rights granted to Customer shall be subject to the Master Terms and any applicable Order Form.

**1.2 Rights to Use.** CM hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited, revocable license (solely through Customer's Users) to access and use the Services identified in the applicable Order Form solely for the duration of each applicable Order Term in accordance with the terms of such Order Form. Access to the Services may be subject to using Security Credentials. Such Security Credentials must not be shared and must be kept confidential. CM may change Security Credentials with notice to Customer for security reasons. To the extent specified in an applicable Order Form, Customer may be required to provide CM with the email addresses and names for Customer's Users and CM may assign unique initial login credentials for such Customer's User which may not be shared. Customer is granted permission to store the data from the Services on its own database or on a hosted server or computer application that is restricted to the Customer's own use, provided that, Customer ensure that the data from the Services is used in accordance with Agreement. Customer shall be solely responsible for all use of the Services, including by Customer's Users or Representatives. Any acts or omissions of Customer's Users or Representatives shall be deemed to be the actions of Customer. Customer Affiliates may also use the Services pursuant to this Section solely in connection with the business of Customer and its Customer Affiliates, subject to the terms the applicable Order Form. Where this Agreement uses phrases like "Customer agrees", "Customer acknowledges", "Customer represents, warrants, and covenants ", or the like, including where Customer is bound by restrictions or limitations (including limitations of liability and indemnifications), Customer agrees that such terms apply to Customer Affiliates, that it has the authority to cause, and will before their access and use of the Services cause, each of its Customer Affiliates to be bound to such restrictions or limitations to the same extent as Customer. Customer shall be liable to CM for the acts and omissions of its Customer Affiliates. Customer Affiliates are not third-party beneficiaries of the Agreement.

**1.3 Ownership and Reservation of Rights.** As between the Parties, CM owns and retains all right, title, and interest in and to the intellectual property rights in and to the Services (including any data and/or Analytics made available by CM through the Services) and any enhancements, modifications, or derivative works thereof. As between the Parties, CM owns, and retains all right, title, and interest to the CM Marks. Customer may only use the CM Marks where expressly permitted under an Order Form. Customer shall not take any action to register or challenge the validity of any of the CM Marks. As between the parties, Customer owns all right, title, and interest in and to the intellectual property rights in the Derived Data permissibly created by Customer pursuant to the terms of an Order Form, subject to all permissions and restrictions on use of Derived Data as contained in such Order Form or the Master Terms. All rights not specifically granted to Customer in this Agreement are retained by CM.

**1.4 Third-Party Services.** All Third-Party Services shall remain the property of their Third-Party Providers. Customer hereby acknowledges and agrees that CM is not responsible for the content or practices of the Third-Party Providers and that those Third-Party Providers may choose at any time to prohibit their data from being accessed or impose conditions on such access.

**1.5 Feedback.** Notwithstanding any provision in this Agreement to the contrary, CM may use, develop, create derivative works and implement any information, suggestions, comments, or other Feedback in connection with the development, operation, marketing and sale of the Services, in its discretion and with no compensation to any person providing Feedback, irrespective of any intellectual property or proprietary rights claimed by Customer in such Feedback. Customer represents that it has not, and will not, knowingly provide Feedback that is subject to any third-party intellectual property rights.

**1.6 Data Privacy.** In connection with this Agreement, the Parties will, at all times, use and process personally identifiable information in accordance with applicable Laws or regulations governing the processing of such information. Customer shall ensure that any personally identifiable information that it discloses to CM related to the provision of the Services is disclosed in accordance with applicable Laws and regulations.

**1.7 Control of Services.** CM retains control over the form and content of the Services. Although CM may alter the Services from time to time, CM will not determinately alter the fundamental nature of, or the rights granted in the Services, except as provided in Section 3.3.

## 2. CONFIDENTIAL INFORMATION

2.1 **Access and Use.** Each Party maintains ownership of its Confidential Information. Each Party receiving Confidential Information from the other Party shall: (i) use and reproduce the Confidential Information solely for the purposes specified in this Agreement, (ii) restrict disclosure of Confidential Information to its Representatives with a need to know the Confidential Information to enable the receiving Party to perform its obligations and exercise its rights under this Agreement, provided that such Representatives are bound by confidentiality obligations broad enough to encompass Confidential Information that are at least as protective as those contained in this Agreement, and (iii) use reasonable care to protect the other Party's Confidential Information and to prevent unauthorized disclosure of such Confidential Information.

2.2 **Exclusions.** Except as expressly provided herein, and except with respect to any information relating to any personally identifiable information, nothing in this Agreement will be construed to restrict or impair in any way the right of a receiving Party to disclose any information which: (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving Party; (iii) can be reasonably demonstrated to be in the possession of a receiving Party prior to its initial disclosure hereunder; (iv) was independently developed by the receiving Party without reference or access to the disclosing Party's Confidential Information; or (v) is acquired from a third-party having a right to disclose the same to a receiving Party without breach of any confidentiality obligation. CM may provide Third-Party Providers with details of Customer's usage of, and any suspected breach of this Agreement relating to, such Third-Party Services.

2.3 **Compelled Disclosure.** If a receiving Party is legally compelled to disclose the disclosing Party's Confidential Information, the receiving Party shall (a) provide prompt notice (to the extent legally permissible) to the disclosing Party so that the disclosing Party can seek a protective order or other appropriate remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

2.4 **Analytics.** Notwithstanding any other provision in this Agreement to the contrary, CM may collect, analyze and anonymize Analytics and aggregate such Analytics with data, statistics or other information obtained from other sources, and may use such Analytics for lawful business purposes, including testing, developing, improving and enhancing its products and services, as long as in doing so CM does not re-identify, or attempt to re-identify, any of the Analytics or otherwise link or associate Analytics with any information relating to (i) Customer, or (ii) an identified or identifiable natural person. CM owns all right, title and interest in and to all Analytics and no compensation will be paid by CM to any individual or entity with respect to its use of Analytics.

## 3. TERM AND TERMINATION

3.1 **Term.** The Master Terms commence on the last date set forth on the first Order Form executed by the Parties and will remain in effect during the term of any Order Form. The term of each Order Form is set out on the applicable Order Form.

3.2 **Termination for Cause.** Either Party may immediately terminate this Agreement or any Order Form for cause, in the event of any of the following by the other Party: (i) a material breach of this Agreement by the other Party which is not cured within thirty (30) days after receipt of written notice in reasonable detail of the breach, provided that if the material breach relates solely to one or more Order Form (but not all the Order Forms), the non-breaching Party may only terminate the relevant Order Form; (ii) the filing of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy Laws by or on behalf of the other Party or an adjudication of bankruptcy of such Party; or (iii) the filing of a petition proposing the adjudication of the other Party pursuant to any federal or state bankruptcy Law and such Party consents to such filing or such petition is not dismissed within ninety (90) days after the filing thereof.

3.3 **Discontinuance of Business; External Changes.** CM may, upon ninety (90) days written notice, cease to provide any of its Services in the normal course of business to all of its customers in the same geography in general. Additionally, CM may cease to provide or alter any of its Service(s) upon prior written notice to Customer if: (i) CM becomes aware of the final adoption of any legislation or regulation or the issuance of any interpretation that in CM's reasonable judgment materially impairs CM's ability to provide such Services in accordance with applicable Law; (ii) such Service depends on an agreement between CM and a Third-Party Provider, and that Third-Party Provider's agreement or the Third-Party Provider's materials are modified or terminated; or (iii) any litigation or regulatory proceeding is commenced or threatened and CM reasonably believes that such litigation or proceeding would have a material adverse effect upon the ability of CM to perform under this Agreement or such Order Form. In the event CM terminates a Service pursuant to this Section 3.3, the relevant portion of the Order Form relating to such Service shall terminate effective at the end of the notice period by CM. In the event CM alters a Service pursuant to this Section 3.3 (i), (ii) or (iii) and such alteration fundamentally and detrimentally changes the nature of or the rights granted in the Service in an Order Form, Customer may terminate the affected Service by providing CM with notice no later than 30 days after the date of CM's notice. Such Service will then be terminated effective at the end of the notice period provided by CM. Customer shall be entitled to a pro-rated refund for any unused pre-paid Fees for such Service following the effective date of termination.

3.4 **Effect of Termination.** Immediately upon termination or expiration of this Agreement an applicable Order Form, or any Service, CM's obligation to provide the applicable Services will immediately cease, Customer must expunge the Services, any and all license grants with respect to such Services will immediately terminate, and all unpaid Fees and other amounts due from Customer

for Services previously provided by CM will immediately become due and payable. Each Party shall, within thirty (30) days of termination or expiration of this Agreement, return or destroy, at the option of the other Party, all copies of such other Party's Confidential Information that are in its possession or control. If this Agreement, an applicable Order Form, or any Service is terminated prior to the end of the current term of the Order Form, all amounts that would otherwise be owing by Customer during the remainder of such Order Form term shall immediately become due and payable; provided however that the foregoing shall not be applicable in the event that a specific Order Form is terminated (i) by Customer for cause in accordance with Section 3.2 of the Agreement; (ii) by CM in accordance with Section 3.3.

3.5 **Suspension of Services.** Notwithstanding any provision herein to the contrary, CM may suspend the Services in the event (i) of any activity by Customer, if such activity has, or in CM's reasonable assessment is likely to have, an adverse effect on the Services, (ii) CM would otherwise have the right to terminate the Service for cause, (iii) CM is required to do so by a Third-Party Provider affected by a breach of the Agreement; or (iv) CM is required to do so by Law or regulation or at the request of any relevant regulatory authority. Except for suspension under (iv) any suspension of Services shall not relieve Customer of any of its obligations under this Agreement.

#### 4. FEES

4.1 **Payments.** Customer shall timely pay the Fees set forth on the applicable Order Form in United States dollars. In addition to the Fees specified in the applicable Order Form, CM reserves the right, upon thirty (30) days' notice to pass through to Customer, and Customer shall pay to CM, any and all crypto/digital asset exchange (e.g. trading platform) fees, third-party platform's fees, Third-Party Provider fees, and/or any related taxes, arising from a change in such costs imposed upon CM that may impact provision of its Services. In the event Customer informs CM that it no longer desires to access the data of an exchange that has imposed fees, CM agrees to remove such exchange data and Customer shall not be required to pay for such exchange data. Unless otherwise specified on an applicable Order Form, all Fees shall be billed in advance and shall be due and payable within thirty (30) days of the invoice date. All payments not made when due shall be subject to late charges on a pro-rated daily basis equal to the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount, or (ii) the maximum amount permitted under applicable Law. Customer shall reimburse CM for all fees and expenses, including reasonable attorneys' fees, incurred to collect amounts owed by Customer. If Customer provides recurring payment information for automatic debit of the Fees, Customer hereby authorizes CM to debit Customer's credit card, checking or savings account designated by Customer at the time of payment of such Fees (or as updated from time to time by Customer thereafter) on a recurring basis for the Fees.

4.2 **Taxes.** The Fees under this Agreement do not include, and Customer shall be responsible for paying all, local, state, federal or foreign sales, use, excise, VAT or other taxes, levies, duties or tariffs of any nature that may be due relating to this Agreement and the Services provided hereunder, except for taxes based on the income of CM or employment of CM personnel by CM.

4.3 **Expenses.** If the Parties agree to the performance of any Services on-site, Customer will pay all of CM's reasonable travel expenses. CM will obtain prior approval of such expenses and will provide standard supporting documentation with any reimbursement request.

4.4 **Audit.** CM has the right (by itself or through its Representatives) to audit Customer, on at least 30 days' notice and during normal business hours, to verify whether Customer is complying with the Agreement. CM will comply with Customer's reasonable security, health and safety, and confidentiality procedures that are provided to CM in advance in writing. CM will not audit more than once in every 12 months, unless (i) CM has cause to suspect, or a prior audit reveals, that Customer is non-compliant, or (ii) where required to do so by a third-party. Customer will pay (a) any underpaid charges with respect to any period of non-compliance, and (b) the costs of undertaking the audit if Customer has underpaid the charges by more than 5% or where such costs are imposed on CM by a third-party.

#### 5. CUSTOMER'S DUTIES AND RESTRICTIONS

5.1 **Affirmative Covenants.** Customer shall: (i) use the Services in accordance with the terms of this Agreement and take all necessary steps to prevent unauthorized access to or use of the Services, (ii) notify CM immediately of any such unauthorized access or use; (iii) comply with applicable Law; and (iv) use the Services only for Customer's own internal business purposes.

5.2 **Restrictive Covenants.** Customer shall not (i) alter, change, modify, adapt, translate, or make derivative works of the Services unless permitted in an Order Form; (ii) transmit any virus or programming routine intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information; (iii) transfer, resell, license, sublicense or otherwise make the Services available to any third-party, except as expressly described in this Agreement; (iv) use the Services for timesharing, rental, outsourcing, or a service bureau operation; (v) attempt to gain, or assist others with attempting to gain unauthorized access to CM's network, systems or the Services; (vi) decipher, decompile, disassemble, or reverse engineer the Services or assist or encourage any third-party to do so; (vii) engage in any activity that violates the rights of others or that interferes with or disrupts the Services; (viii) upload any file containing any Malware, or (ix) utilize the CM Service(s) or any data therein to input into, develop, train, improve, generate output from, or otherwise in relation to, any AI System.

## 6. WARRANTIES, DISCLAIMERS AND LIMITATIONS

6.1 **Warranties.** Each Party represents and warrants to the other that: (i) it is duly organized and existing under the Laws of the state of its formation and (ii) it has all requisite power and authority to enter into this Agreement. CM will use reasonable efforts not to transmit Malware to Customer, provided that it shall not be a breach of CM's covenant to Customer if Customer uploads a file containing Malware in contravention of Customer's obligations under Section 5.2(viii). Each Party represents and warrants that it and its Representatives and shareholders (a) are not subject to Sanctions; (b) are not ordinarily resident in, or organized under the Laws of, nor are they owned or controlled, directly or indirectly, by any person ordinarily resident in or organized under the Laws of a Sanctioned Jurisdiction(s); and (c) are not involved in any transactions or dealings with any person subject to Sanctions or in connection with any business in or involving a Sanctioned Jurisdiction, and shall not provide products or Services to any person that is subject to Sanctions or otherwise use the Services in connection with any crime; and shall not cause the other Party to violate any Sanctions or other Laws that apply to the other Party.

6.2 This section intentionally left blank.

6.3 **Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CM AND ITS THIRD-PARTY PROVIDERS MAKE NO WARRANTY, (EXPRESS, IMPLIED OR STATUTORY) AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL SERVICES PROVIDED BY CM AND ITS THIRD-PARTY PROVIDERS ARE PERFORMED AND PROVIDED ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. CM AND ITS THIRD-PARTY PROVIDERS DO NOT WARRANT THAT THE SERVICES OR ITS WORK PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR WITHOUT DELAY. CUSTOMER ACKNOWLEDGES THAT THE FUNCTIONALITY AND INTERFACES OF THE SERVICES MAY CHANGE OVER TIME.

CUSTOMER UNDERSTANDS THAT CM IS AN AGGREGATOR AND PROVIDER OF INFORMATION (INCLUDING OPINIONS) FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD-PARTIES, AND CM IS NOT RESPONSIBLE FOR THESE OPINIONS. CM IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS OF CUSTOMER, OR ANYBODY ACCESSING THE SERVICES THROUGH CUSTOMER, THAT ARE MADE IN RELIANCE ON THE SERVICES, INCLUDING DECISIONS RELATING TO THE SALE AND PURCHASE OF INSTRUMENTS, CURRENCY, TOKENS OR LEGAL, COMPLIANCE AND/OR RISK MANAGEMENT DECISIONS. CUSTOMER AGREES THAT IT USES THE SERVICES AT ITS OWN RISK IN THESE RESPECTS.

6.4 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOST PROFITS, DAMAGES FOR LOSS OF GOODWILL, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE APPLICABLE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S INDEMNIFICATION OBLIGATIONS, ANY BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 2, VIOLATION OF CM'S INTELLECTUAL PROPERTY RIGHTS OR CUSTOMER'S BREACH OF SECTION 5, NEITHER PARTY'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT PAID OR PAYABLE TO CM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM THAT GAVE RISE TO SUCH LIABILITY.

6.5 **Application.** SECTIONS 6.3 AND 6.4 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW.

## 7. INDEMNIFICATION

### 7.1 By CM.

7.1.1 CM will defend, indemnify, and hold Customer harmless against any Claim against Customer alleging that the use of the Services as permitted hereunder infringes or misappropriates a third-party copyright, trade secret, trademark or United States patent. CM will pay all costs, reasonable attorneys' fees and any settlement amounts agreed to by CM or damages awarded in connection with the Claim.

7.1.2 If Customer's use of the Services has become, or in CM's opinion is likely to become, the subject of any Claim, CM may at its option and expense: (i) procure for Customer the right to continue using the Services as set forth herein; (ii) modify the Services to make it non-infringing; or (iii) if the foregoing options are not reasonably practicable, terminate this Agreement or the applicable Order Form and refund Customer any unused pre-paid Fees.

7.1.3 CM will have no liability or obligation with respect to any Claim to the extent caused by: (i) Customer's use of the Services that is not in accordance with this Agreement; (ii) the combination, operation or use of the Services with other applications, portions of applications, products or Services where the Services would not by itself be infringing; or (iii) infringing Third-Party Services.

7.1.4 This Section 7.1 states CM's entire and exclusive obligation, and Customer's exclusive remedy, for any claim of any nature related to the infringement or misappropriation of third-party intellectual property rights.

7.2 **By Customer.** Customer will defend, indemnify and hold harmless CM, and its officers, directors, employees, contractors, representatives, agents and Affiliates, from and against any Claim made or brought against CM, arising from (i) Customer's use of the Services in breach of this Agreement (ii) any Claim asserted by any person accessing any part of a Service through Customer (except to the extent of any indemnity CM provides under Section 7.1).

7.3 **Conditions.** As a condition of the obligations set forth in this Section 7, the Indemnified Party will: (a) provide prompt written notice of the applicable Claim to the Indemnifying Party; (b) provide the Indemnifying Party with sole control of the applicable defense and settlement; and (c) cooperate as requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party will not agree to any settlement that admits fault of or obligates the Indemnified Party to pay damages without the consent of the Indemnified Party, which consent shall not be unreasonably withheld.

## 8. GENERAL TERMS

8.1 **Publicity.** Neither Party may use the other Party's name, trademarks or any derivatives of them, except for internal purposes or as required by Law or regulation, without the other's prior written consent, not to be unreasonably withheld. However, CM shall have the right to identify Customer as a CM customer for purposes of promotion and marketing of CM's services, subject to Customer's prior approval which shall not be unreasonably withheld, delayed or conditioned (and will be deemed given if no written notification is received from Customer within one (1) week from the date of written request for approval).

8.2 **Law; Dispute Resolution.** This Agreement will be governed by and construed under the Laws of the State of New York, without reference to principles of conflict of Laws. Any dispute arising between the Parties will be settled in an action commenced and maintained in any court sitting in New York County. The Parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts if there is any dispute between them and agree not to challenge or assert any defense to the jurisdiction of such courts.

8.3 **Relationship.** This Agreement does not create any agency, partnership, franchise, joint venture, or any other such relationship between the Parties. Neither Party is granted any express or implied right or authority to assume or create any obligation on behalf of or in the name of the other Party or to bind the other Party in any matter whatsoever.

8.4 **Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable Law while preserving its original intent. The invalidity, illegality, or unenforceability of any part of this Agreement will not render invalid the remainder of this Agreement.

8.5 **Survivability.** Sections 1.3, 1.5, 1.6, 2, 3, 4, 5, 6.3, 6.4, 6.5, 7 and 8 shall survive and continue to bind the Parties after execution and delivery of this Agreement and its expiration or early termination to the extent and for as long as may be necessary to give effect to the rights, duties and obligations of the Parties pursuant to this Agreement, subject to any applicable statutes of limitation.

8.6 **Waiver.** Failure by a Party to insist upon strict performance of any provision herein by the other Party will not be deemed a waiver by the first Party of its rights or remedies or a waiver by it of any subsequent default by the other Party, and no waiver will be effective unless it is in writing and duly executed by the Party entitled to enforce the provision being waived.

8.7 **Amendment.** This Agreement may only be amended in a writing executed by both Parties.

8.8 **Notice.** All notices under the Agreement must be in writing. All notices sent hereunder will be in writing, will be effective upon receipt (except as provided below), and may be: (i) personally delivered; (ii) sent by a nationally recognized overnight commercial delivery service with provision for receipt, postage or delivery charges prepaid (effective upon receipt or refused delivery); or (iii) email (except for notices of breach of the Agreement which may not be sent by email) and will be addressed to the Parties at the address set out on the latest Order Form between the Parties (or such other more recent address notified to the other).

8.9 **Force Majeure.** Except with regard to Fees due to CM, neither Party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. In the event any such delay continues for a period of thirty (30) or more days, then either Party may terminate this Agreement upon five (5) business days' prior written notice, provided Customer shall remain responsible for payments due to CM prior to termination.

8.10 **Injunctive Relief.** Nothing in this Agreement prevents either party from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.

8.11 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that either Party may assign this Agreement to an Affiliate of such Party or in connection with a merger, sale of substantially all of its assets, acquisition or other change of control with respect to such



Party or any division of its business without the need for such prior written consent. The Agreement is binding upon and inures to the benefit of each Party and its respective successors and permitted assigns, subject to the restrictions against assignment provided in this Section 8.11.

**8.12 Construction.** In this Agreement, unless a clear contrary intention appears: (i) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (ii) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto; (iii) the titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement; (iv) "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term; (v) references to the singular include the plural and vice versa and (vi) any reference to "dollars" means United States Dollars.

**8.13 Entire Agreement.** Except as amended after the date hereof pursuant to Section 8.7, this Agreement, including the applicable Order Form constitute the entire agreement between the Parties and supersede all prior and contemporaneous undertakings and agreements between the Parties, whether written or oral, with respect to the Services. In the event of any conflict between the Master Terms and any Order Form, the terms of the Order Form shall prevail. Any terms, conditions or policies appearing or referenced on a Customer-issued purchase order or similar document, or included or referenced as part of any Customer payment process, do not apply to the Services, do not override or form part of the Agreement, and are void and in no effect.

## DEFINITIONS

**Affiliate** means any person or entity which directly or indirectly Controls, is Controlled by or is under common Control with such Party, whether by ownership or otherwise.

**Agreement** means these Master Terms and any applicable Order Form.

**AI System** means (i) any artificial intelligence models, machine models, or large language models, or (ii) any other software, tool, or system that performs a similar purpose.

**Analytics** means data, statistics or other information obtained through the provision, use and performance of various aspects of the Services.

**Claims** means any claim, demand, suit, investigation or proceeding made or brought by any third-party.

**CM** means the Coin Metrics entity identified on the Order Form.

**CM Marks** means all trademarks or Service marks owned or licensed by CM or its Affiliates.

**Confidential Information** means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential, regardless of whether such information is labeled as confidential, including any personally identifiable information and which is disclosed by a Party to the other Party in the course of the Agreement, For the avoidance of doubt, CM's Confidential Information includes the Services (including the design, features, functions and architecture thereof) as well as any API keys associated with the Services.

**Control** means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, whether through ownership of fifty percent (50%) or more of the voting securities, by contract, or otherwise.

**Customer** means the customer entity identified on the Order Form.

**Customer's Users** means an individual employed by Customer, or contractor acting under Customer's direction in the ordinary course of Customer's business.

**Derived Data** means any data created by Customer, in connection with Customer's use of the relevant part of the Services delivered under an Order Form, as a result of combining, processing, changing, converting or calculating the data included in the Services or any portion thereof with other data where the resultant data (i) does not bear resemblance to the underlying Services, (ii) cannot be recognized as derived from or otherwise traced back to the Services and (iii) cannot be readily reverse engineered, disassembled or decompiled such that a third party may access the Services via the Derived Data.

**Feedback** means information, suggestions, comments, or other feedback provided by Customer or any of its Representatives.

**Fees** means fees CM charges for the supply of a Services as specified or referred to in the relevant Order Form. References to "Monthly Fees" or another billing frequency specified on an Order Form means Fees payable on a monthly basis or such other frequency specified on the Order Form.

**Indemnified Party** means a Party entitled to indemnification.

**Indemnifying Party** means a Party providing indemnification to the Indemnified Party.

**Law** means federal, state, local, municipal, domestic and foreign laws, rules and regulations.

**Malware** means back door, time bomb, Trojan horse, worm, virus or similar malicious code.

**Master Terms** means this document as amended from time to time.

**Order Form** means a written document, including any related schedules, exhibits or appendices, signed by both Parties detailing the specific Services to be provided, the applicable Fees as well as any other information relating to the Services.

**Party** means either Customer or CM individually. CM and Customer and collectively referred to as "Parties".

**Representatives** means officers, directors, employees, contractors, third-party service providers, representatives, agents and Affiliates.

**Sanctions** means sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Kingdom, the European Union, or the United Nations.

**Sanctioned Jurisdictions** means any United States comprehensively sanctioned jurisdiction including the Crimea, Donetsk People's Republic or Luhansk People's Republic regions of Ukraine, Cuba, the Democratic People's Republic of Korea, Iran, or Syria.

**Security Credentials** means passwords, smartcards, API keys or other security devices provided by CM.

**Service(s)** means the services or products supplied by CM pursuant to an Order Form.

**Third-Party Provider** means a third-party that is not operated or controlled by CM that provides Third-Party Services.

**Third-Party Services** means content and services from third-parties that are included in the Services in any manner.