

## BLOCKAID MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BETWEEN BLOCKAID INC. OR ITS AFFILIATES ("BLOCKAID" OR THE "COMPANY") AND THE CUSTOMER LISTED ON THE ORDER FORM ("CUSTOMER"), WHEREBY CUSTOMER PURCHASES A SUBSCRIPTION TO THE COMPANY'S SERVICES.

CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS AND ALSO BY CONTINUING TO USE THE SERVICE. IF THE PERSON ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

The "Effective Date" of this Agreement is the date which is the earlier of Customer's initial access to the Service or the effective date of the first Order Form, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by the Customer that reference this Agreement.

1. **Definitions.** The following capitalized terms have the meanings set forth below:

- 1.1. **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- 1.2. **Control**, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.3. **Feature** means any module, tool, functionality, or feature of the Service, as may be available from time to time.
- 1.4. **Initial Subscription Term** means the Service initial subscription period specified in the Order Form.
- 1.5. **Order Form** means the order form for the Service and any related services, to which this Agreement is incorporated into by reference. The "Order Form" shall include the relevant usage and volume parameters, as well as the commercial terms, agreed between the Parties.
- 1.6. **Subscription Scope** means any Service usage and/or limitations set forth in the Order Form.
- 1.7. **Users** means an employee of Customer authorized to access and use the Service.

2. **Chain and Co-Signer Services**

To the extent that Customer is purchasing Chain or Co-Signer Services, as set forth in the applicable Order Form, then the terms set forth in **Exhibit A** (Chain Services) and/or **Exhibit B** (Co-Signer Services) shall apply in addition to the provisions of this Agreement. Exhibits A and B are hereby

incorporated into and made a part of this Agreement by reference.

In the event of a conflict between this Agreement and the applicable Exhibit solely with respect to such services, the applicable Exhibit shall prevail.

Each Exhibit shall only apply if, and to the extent that, Customer purchases the corresponding service as indicated in an applicable Order Form.

The term Agreement shall include all Exhibits and Annexes hereto.

3. **Ordering**

- 3.1. Customer may place an order for Services directly with Blockaid or one of its Affiliates (a "**Direct Order**"). Order Forms may be entered into by Blockaid with Customer or Customer Affiliates. Each Order Form is hereby incorporated into this Agreement by reference and shall be deemed to be a stand-alone agreement that incorporates by reference the terms of this Agreement. A Customer Affiliate will have the right to enter into an Order Form referencing this Agreement and thereby indicating its agreement to be bound by the terms of this Agreement as if it were an original party hereto. In such case, for purposes of such Order Form, such Customer Affiliate will be deemed to be the "Customer" hereunder. Any Customer Affiliate may be required to enter into a separate Order Form with Blockaid.

4. **Ordering Via Partner**

- 4.1. If Customer has purchased a subscription pursuant to the terms hereof from a partner,

reseller or distributor authorized by Blockaid (“**Partner**”), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, (“**Partner Agreement**”), then, as between Customer and Blockaid, this Agreement shall prevail. Any rights granted to Customer in such Partner Agreement which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Blockaid. The Partner is not authorized to make any promises or commitments on Blockaid's behalf, and Blockaid is not bound by any obligations to Customer other than as set forth in this Agreement.

- 4.2. For Subscriptions purchased from a Partner, Customer will pay the applicable amounts to the Partner, as agreed between Customer and the Partner under the Partner Agreement. Company may suspend or terminate Customer's Subscription if Company does not receive the applicable Fees from the Partner.
- 4.3. An order submitted by a Partner for the purchase of a subscription on behalf of a Customer (a “**Partner Order Form**”) together with a Direct Order are referred to herein together as an “Order Form”.

## 5. **Subscription.**

- 5.1. Subject to the terms and conditions of this Agreement (including without limitation the payment obligations set forth herein or in an Order Form), Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) the Company's (i) proprietary solution; and (ii) management platform; and (iii) any other services; all as applicable and as specified in the Order Form or as may be mutually agreed by the parties in any future order form (the "Services") during the Subscription Term (as defined below), solely for Customer's internal purposes (collectively, the "Subscription"). Unless otherwise indicated, the term "Subscription" also includes any software revisions, fixes and/or updates and any manual or documentation provided or made available to Customer in connection with the operation of the Service ("**Documentation**"). Customer may use the Service subject to the use limitations specified in this Agreement and the respective Order Form and applicable laws and regulations. Any use of the Service in excess of the Subscription Scope shall be

subject to the payment of the additional usage fees specified in the Order Form.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service.

- 5.2. Additional Purchases. Purchases of or access to additional Features not specified in the initial Order Form ("Additional Purchases"), shall be made by a mutually signed written addendum to the Order Form or by executing a new Order Form, in each case according to the pricing agreed between the Parties or the pricing currently extend for such Additional Purchases.
- 5.3. Account Setup. In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface ("Account"), and each User may need to set up a user account (each, a "User Account", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer will be fully responsible and liable for any breach of this Agreement by a User. Any unauthorized access or use of the Service must be immediately reported to the Company.
- 5.4. Hosting. The Service is hosted by a third-party hosting services provider selected by Company ("**Hosting Provider**"), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments.

## 6. **Subscription Fees.**

- 6.1. Fees. In consideration of the Services, Customer shall pay Company the Subscription fees specified in the Order Form (the "**Subscription Fees**" or "**Fees**").
- 6.2. General. Unless expressly stated otherwise in the Order Form: (i) all Fees are stated, and are to be paid, in U.S. Dollars; (ii) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (iii) Fees for the entire Subscription Term set out in the applicable

Order Form are due at the commencement of such Subscription Term and payable as described in the Order Form; (iv) all Fees are payable, and shall be invoiced and paid within thirty (30) days of the date of the invoice; (v) it is hereby agreed that Company may, in its sole discretion, update the Fees upon any renewal of an Order Form; and (vi) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of (a) one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law.

6.3. **Suspension.** Company reserves the right to temporarily suspend provision of Service in the event that: (i) none or late payment; (ii) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control, (iii) as required by law or at the request of governmental entities; or (iv) if Company deems such suspension necessary as a result of Customer's breach under Section 6 (Subscription Restrictions).

6.4. **Taxes.** Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, value added and other direct or indirect taxes, charges, duties and levies. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. Any terms or conditions (whether printed, hyperlinked, or otherwise) in a purchase order or related correspondence, which purport to modify or supplement this Agreement (or the corresponding Order Form), shall be void and of no effect.

**Subscription Restrictions.** Except as expressly permitted otherwise under this Agreement, Customer shall not and shall not allow any User to: (i) utilize the Services, including the Outputs (as defined below), for the purpose of offering them as standalone products; (ii) copy, "frame" or "mirror" the Service; (iii) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Service to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment),

and/or reuse an Output in a manner which will adversely effect the use of the Services; (iv) publicly perform, display or communicate the Service; (v) modify, alter, adapt, arrange, or translate the Service; (vi) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (vii) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (viii) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (ix) make derivative works of the Service, or use it to develop any service or product that is the same as (or substantially similar to) it; (x) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (xi) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; (xii) use the Service in a manner that violates or infringes any rights of any third party.

## 7. Customer Data.

7.1. As between the parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to any data or information that Customer provides or uploads into the Service ("**Service Inputs**"). Customer has exclusive control and responsibility for determining what Service Inputs it and its permitted Users submit into the Service and for obtaining all necessary rights, consents, and permissions for submission of Service Inputs and processing instructions to the Company. To the extent the Service Inputs include any personally identifiable information, Customer confirms that it has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable privacy laws. Customer hereby grants to the Company a non-exclusive, worldwide, royalty-free, non-transferable right to use Service Inputs for the purposes detailed under this Agreement.

7.2. If the Customer Inputs contain personally identifiable information, to the extent applicable, the Parties shall comply with

Company's Data Processing Agreement ("DPA") available at <http://blockaid.io/legal/dpa> and Company's Privacy Policy available on the Company's website, both as may be amended from time to time. Customer acknowledges and agrees that the Company may collect and process Service Inputs for its business purposes including without limitation to develop, improve, support, secure and operate the Services and to comply with legal obligations under applicable laws and regulations. Notwithstanding the foregoing, nothing in this Agreement shall restrict the Company's use of Customer Input that has been anonymized and/or aggregated.

8. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable laws and regulations including but not limited to those related to consumer protection, e-money licenses, anti-bribery, anti-corruption, money laundering, export control and trade sanctions or terrorist finance.

9. **Intellectual Property Rights.**

9.1. As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; (b) any data generated by any Services or created by the Company in performing the Services and that may include logs, statistics, results reports and outputs that were created by the Company during the course of, and in connection with, the Services, including with respect to the integrity or security of the Service Inputs ("**Outputs**"), each (a) and (b) including any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship; and (c) any customer feedback, suggestions, or ideas for or about the Service whether verbally or in writing (collectively, "**Feedback**"). It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback or compensate the Customer for such use in any way.

Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights

set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (without materially changing the Service's functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

9.2. While making the Service's results and/or Outputs available to its end users, Customer is obligated to display Company's name and logo.

10. **Confidentiality.** Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). For clarity, the Outputs are Company's Confidential Information and may solely be shared by the Customer with its end users as permitted herein and under the applicable Order Form during an active Subscription Term. Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section 10, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving Party shall only permit access to the disclosing Party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who have signed a like-written confidentiality undertaking or are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms

set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that, if legally permissible, it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. The Customer agrees to fully reimburse the Company for all reasonable and documented costs, expenses, and internal resource allocation incurred by the Company in connection with responding to such disclosure request, including but not limited to legal costs and expenses, external advisory fees, personnel time, and administrative costs. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

## 11. Features and Services

11.1. **Evaluations.** If Customer is using the Services for a free trial, proof of concept, evaluation, or other similar purpose (“**Evaluation**”), such Evaluation is granted for a limited period of thirty (30) days unless Company agrees to an extension in writing. Use of the Service during such Evaluation period shall be solely for the purpose of evaluating and testing the Services for Customer’s internal use to determine whether to purchase a subscription. The Company may terminate Customer’s access to and use of any Evaluation at any time. Evaluations are provided on an “as is” “where is” basis without guaranteed support levels, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise. Notwithstanding Section 13 (Limitation of Liability) or any other provision of this Agreement, the Company’s maximum aggregate liability under any Evaluation shall be capped at one thousand dollars US (\$1,000 US).

11.2. **Third Party Components.** The Service may use or include third party open-source software, files, libraries or components that may be distributed to Customer and are subject to third party open-source license terms. A list of such components shall be made available to Customer upon request and may be updated from time to time by Company. If there is a conflict between any open-source license and the terms of this Agreement, then the open-source license

terms shall prevail but solely in connection with the related third-party open-source software. Company makes no warranty or indemnity hereunder with respect to any third-party open-source software.

## 12. LIMITED WARRANTIES.

12.1. Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) failure of Customer's internet access or any public telecommunications network, or shortage of adequate power or maintenance of Customer’s system effecting the Services (iv) use of the Service other than in accordance with the provisions of this Agreement and the Documentation; or (v) the combination of the Service with software not authorized or provided by Company.

12.2. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY OUTPUT THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (I) THE SERVICE AND ANY OUTPUT THEREOF WILL MEET CUSTOMER'S EXPECTATIONS, OR (II) THE SERVICE WILL OPERATE ERROR-FREE; OR (III) THAT THE SERVICE WILL DETECT ANY AND ALL THREATS, VULNERABILITIES OR MALICIOUS BEHAVIOR OF ANY KIND. EXCEPT AS SET FORTH IN SECTION 6 AND THIS SECTION 12, THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR

FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

- 12.3. Customer hereby represents and warrants that: (i) it has a valid contractual or legal right to use the Services on behalf of its end users; (ii) to the extent that the Customer is using the Services to manage, operate, control or issue commands in connection with financial transactions of end users, it has obtained such end user's consent to do so; and (iii) Customer shall not use the Services for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate applicable laws or this Agreement.

### 13. LIMITATION OF LIABILITY.

13.1. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF, OR DAMAGE TO REVENUE, PROFITS, ANTICIPATED SAVINGS, BUSINESS OR GOODWILL NOR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OF ANY KIND, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED IN, CONTRACT, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES OR OTHERWISE ;

13.2. EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO: (I) PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (OR AN ORDER FORM); (II) CUSTOMER'S VIOLATION OF

COMPANY'S INTELLECTUAL PROPERTY RIGHTS; (III) EITHER PARTY'S WILLFUL MISCONDUCT; (IV) EITHER PARTY'S BREACH OF IT CONFIDENTIALITY UNDERTAKINGS UNDER THIS AGREEMENT (V) COMPANY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO AN IP INFRINGEMENT CLAIM IN ACCORDANCE WITH THE PROVISIONS OF SECTION 14; OR (VI) CUSTOMER'S INDEMNIFICATION UNDERTAKINGS UNDER SECTION 14.5.

13.3. Customer shall be solely responsible for any use or application developed by it or by any third party on its behalf which integrates with or transmits information to the Services or receives information from the Services, including (without limitation) the manner in which the Customer chooses to integrate with the Services, any commands, actions or restrictions initiated or execute by the Customer through the Services, or the manner in which Customer elects to use or rely upon any Output. Without derogating from the generality of the foregoing, the Customer shall be solely responsible for the compliance of any such application or use, including any commands or activities performed vis-à-vis the Services with applicable laws and regulations.

13.4. Customer shall further be solely responsible for obtaining and maintaining all required approvals, consents, and authorizations from its end users or any other third parties in connection with Customer's use of the Services or any actions taken based on the Services' outputs. Blockaid shall have no responsibility or liability whatsoever for any decisions, actions, omissions, or consequences arising from Customer's integrations, reliance on the Services' outputs, or interactions with its end users.

### 14. Indemnification.

14.1. Company Indemnification. Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Service, when accessed and used as permitted under this Agreement, infringes the intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle

the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

- 14.2. If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order Form(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order Form(s) based on the remaining period of the corresponding Subscription Term(s).
- 14.3. Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specification; or (ii) combination or use of the Service with equipment, devices or software not supplied by Company.
- 14.4. This Section 14 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.
- 14.5. Customer Indemnification. Customer shall indemnify defend and hold harmless the Company, its Affiliates and their respective directors, officers and employees, from and against any actions, proceedings, claims, damages, investigations, costs, charges, liabilities and reasonable expenses (including reasonable attorney fees), arising out of or relating to any third party claim including without limitation a claim initiated by any government or regulatory authorities, to the extent arising from or in connection with: (i) Customer's use of the Services in manner that is inconsistent with the provisions of this Agreement or in breach of Customer's obligations, representations, warranties, or undertakings hereunder; (ii) Customer's use of the Services in breach of any applicable laws or regulations; (iii) any content, data, commands, actions or decisions routed into transmitted through, generated using or taken based upon the Services by the Customer, or anyone acting on its behalf including without limitation any claim alleging that Customer

managed, operated, controlled, restricted, blocked, froze, or issued instructions in connection with financial transactions or end-user activity without valid authorization or consent.

## 15. Term and Termination.

- 15.1. Term. This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect until for the duration of the Initial Subscription Term or the Subscription Term specified in the Order Form (as the case may be) (the "**Initial Subscription Term**"). Following such Initial Subscription Term, the Order Form shall automatically renew for successive Subscription Terms of equal length (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party notifies the other Party in writing of its intent not to renew the Order Form, not less than sixty (60) days prior to the expiration of the then-current Subscription Term.
- 15.2. Termination for Breach. Each Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).
- 15.3. Termination for Bankruptcy. Each Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.
- 15.4. Effect of Termination; Survival. Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, and (b) Customer shall cease all access and use of the Services thereunder; (c) Customer shall (as directed) permanently erase and/or return all Company Confidential Information in Customer's possession or control. Following termination, all

outstanding Fees and other charges that accrued as of termination, will become immediately due and payable. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

**16. Miscellaneous.** This Agreement and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, . Any terms and conditions printed, or linked to, within any Customer’s purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Company may use the trademarks, service marks, trade names, service names, logos or other brand designations of Customer in any promotional material or other public announcement or disclosure to state that Customer is a customer of Company. Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of

all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. All notices shall be in writing to the address or indicated in the Order Form. Notices shall be deemed accepted three (3) calendar days after delivery by international courier, or seven (7) calendar days after delivery by registered mail, or one (1) day after delivery by e-mail with confirmed receipt, or upon delivery if delivered personally. These terms may be amended by Blockaid from time to time at its sole discretion.

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Updated: January, 2026

## **Exhibit A – Chain Services**

This Exhibit A ("Exhibit A") supplements the Master Subscription Agreement ("Agreement") entered into between Blockaid Inc. ("Company") and Customer. Notwithstanding anything to the contrary in the Agreement, if Customer purchases 'Wallet or Chain Services' as set forth in an applicable Order Form, the terms in Exhibit A – Chain Services shall apply in addition to the Agreement. In the event of a conflict between the Agreement and Exhibit A solely with respect to Chain Services, Exhibit A shall prevail. The terms of the Agreement not explicitly changed by this Exhibit shall remain unchanged.

### **1. Authorized Third Party Wallets**

- 1.1. Customer shall have the limited right to offer the Services to Authorized Third Party wallets or explorers ("Authorized Third Parties"), solely for such Authorized Third Parties explicitly listed in the applicable Order Form duly executed between the Company and the Customer (the "Chain Services").
- 1.2. Any access or use by Authorized Third Parties is contingent on each Authorized Third Party entering into a separate Order Form with the Company, which Order Form shall be governed by Company's then-current Subscription Agreement.
- 1.3. Any use of the services by the Authorized Third Parties in excess of the capacity set forth in the applicable Order Form shall be subject to the fees detailed in the Order Form.
- 1.4. Customer shall make no representations to Authorized Third Parties or any other third party regarding the Chain Services except as expressly approved in writing by Company.
- 1.5. Customer shall be solely responsible and liable for any and all use of the Services by its Authorized Third Parties and by any other wallets, explorers or third parties operated, controlled, or otherwise attributable to Customer or its Affiliates, whether or not such wallets are explicitly listed in the Order Form.

### **2. Subscription Restrictions (supplemental)**

In addition to the restrictions under the Agreement, Customer shall not:

- (a) Resell or sublicense the Services to any third party which is not an Authorized Third Party listed in an Order Form.
- (b) Extend the Chain Services in any manner that misrepresents the relationship between Company and the Customer or in any way that is prohibited under this Agreement, the Documentation or applicable law.

## **Exhibit B – Co-Signer Services**

This Exhibit B ("Exhibit B") supplements the Master Subscription Agreement ("Agreement") entered into between Blockaid Inc. ("Company") and Customer. Notwithstanding anything to the contrary in the Agreement, if Customer purchases "Co-Signer Services" as set forth in an applicable Order Form, the terms set forth in this Exhibit B – Co-Signer Services shall apply in addition to the Agreement. In the event of a conflict between the Agreement and Exhibit B solely with respect to Co-Signer Services, this Exhibit B shall prevail. The terms of the Agreement not explicitly changed by this Exhibit shall remain unchanged.

### **1. Decision Support Output Disclaimer**

Without derogating from the generality of Section 12 of the Agreement, Customer expressly agrees and understands that:

- 1.1. Any decision support provided by the Company, including any validation or invalidation, confirmation, digital signature, or other indication provided by Company regarding any potential transaction or other financial activity intended to be performed on Customer's digital assets or other online platforms, conveyed by Company through the Services or through the Co-Signer Services, including through any Output, or through any digital signature or other digital confirmation made by the Company or otherwise (collectively, "Decision Support Output" or "DSO"), is intended solely as an informational tool to assist Customer in making independent decisions, and does not replace or substitute the signature or confirmation of the Customer or anyone on its behalf or any other third party.
- 1.2. Customer shall remain solely responsible and liable for all decisions, approvals, and actions made by the Customer or any one on its behalf including its end users based on any DSO, including without limitation any transaction, transfer, or operation initiated, validated, or rejected by the Customer or its authorized Users whether based in whole or in part on a DSO provided by Company.
- 1.3. Company makes no representations, warranties, or guarantees, express or implied regarding the accuracy, completeness, sufficiency, or reliability of any DSO, and expressly disclaims any liability for errors or omissions therein.
- 1.4. Any reliance on a DSO is at Customer's sole risk, and Company shall have no responsibility or liability for any damages, losses, or claims arising from such reliance.
- 1.5. Customer understands and agrees that any DSO provided via the Co-Signer Services does not constitute a legally binding signature or authorization from Company.
- 1.6. Customer retains full control and sole responsibility for final authorization and execution of all transactions, and no DSO shall be deemed to substitute Customer's own approval.