CIPHERTRACE END USER LICENSE AGREEMENT

Last Updated: June 4, 2019

Purchase or use of the CipherTrace Service (defined below) is subject to these CipherTrace Subscription Terms and Conditions ("**Terms**"). Please read these Terms carefully before using the CipherTrace Service. By executing a Purchase Order and/or accessing the CipherTrace Service, Customer and Customer End Users accept these Terms and the Agreement (capitalized terms defined below).

1. DEFINITIONS

"**Agreement**" means these Terms and, if applicable, the written master Service agreement or other written agreement between Customer and CT that incorporates these Terms by reference.

"**Communication Data**" means any and all information transmitted, shared, or exchanged between Customer and any Customer End User, or between Customer End User and any third party (including any third-party network or website), using the CipherTrace Service, with respect to any transaction or other communication enabled by the CipherTrace Service, but excluding Security Data.

"**Customer**" means the entity that purchases a subscription to the CipherTrace Service, directly from CT or through an authorized reseller, distributor, or other channel partner of CT. The individual purchasing the subscription on behalf of a company represents that such individual is duly authorized to represent the entity and accept the Terms on behalf of the entity.

"**Customer End Users**" means individuals who are authorized by Customer to use the CipherTrace Service and for whom Customer has purchased a subscription to the CipherTrace Service. Customer End Users may include but are not limited to Customer's employees, partners, retail customers, contractors and agents. Each Customer End User will and is required to be associated with a single, unique email address for purposes of accessing (and being identified within) the CipherTrace Service.

"**Intellectual Property Rights**" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

"**CT**" means CipherTrace, Inc., a Delaware corporation.

"**CipherTrace Service**" means the cloud-based Crypto Search or Exchange Monitoring "SCEM" tool, as updated by CT from time-to-time at its discretion, for which Customer has obtained a subscription either directly from CT or through an authorized reseller, distributor, or other channel partner of CT, as more particularly described or identified in the applicable master Service agreement, Purchase Order, or other document under which the subscription was obtained.

"**Purchase Order**" means written orders to purchase Customer End User subscriptions to use the CipherTrace Service.

"**Representative**" means, with respect to a party, any client of such party or any affiliate, director, officer, manager, shareholder, co-investor, member, advisor, agent, employee, financial advisor, consultant, attorney, accountant, financing source or other authorized representative of such party.

"**Security Data**" means any and all information provided by Customer or any Customer End User to establish secure transmissions through the use of the CipherTrace Service, including but not limited to personal information, information used to identify account names or account numbers, routing information, usernames, passwords, access codes and prompts.

"**Software**" means any software (particularly including any client software for Customer End Users' devices) that CT makes available for download or otherwise provides for use in connection with the CipherTrace Service.

"**Specifications**" means the online specifications of the CipherTrace Service, accessible at https://login.ciphertrace.com, as updated from time to time.

2. AUTHORIZED USERS.

Only Customer End Users may access or use the CipherTrace Service under Customer's account. Each Customer End User may use any reasonable number of compatible devices for purposes of accessing the CipherTrace Service, provided that CT reserves the right to determine whether a number of devices is reasonable and, in its sole discretion, to place a corresponding cap on the number of devices. CT does not allow access to the CipherTrace Service from anonymous browser services such as TOR. Customer End User subscriptions cannot be shared or used by more than one individual but may be permanently reassigned to new Customer End Users by contacting support@ciphertrace.com. The number of Customer End User subscriptions purchased may be increased [at any time] (under a new Purchase Order) but cannot be decreased during any subscription period.

3. USE OF THE CIPHERTRACE SERVICE

3.1. CT's Responsibilities. CT will: (i) provide to Customer support related to the CipherTrace Service in accordance with the CipherTrace Service Terms and Conditions which can be located at www.ciphertrace.com/terms, which may be updated from time to time provided there is no impact to the cost or contracted services in CT's sole discretion and (ii) provide the CipherTrace Service only in accordance with applicable laws and government regulations and subject to the warranties provided herein.

3.2. Customer's Responsibilities. Customer will (i) be responsible for meeting CT's applicable minimum system requirements for use of the CipherTrace Service; (ii) be responsible for Customer End Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Communication Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the CipherTrace Service under its account, and notify CT promptly of any such unauthorized access or use, and (v) use the CipherTrace Service only in accordance with this Agreement, any applicable documentation, laws and government regulations, and any reasonable written instructions provided by CT to Customer.

3.3. Prohibitions. Customer will not (i) make the CipherTrace Service available to anyone other than Customer End Users, (ii) sell, resell, rent or lease the CipherTrace Service, (iii) use the CipherTrace Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, (iv) use the CipherTrace Service to store or transmit malware, viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (v) interfere with or disrupt the integrity or performance of the CipherTrace Service or third-party data contained therein, or (vi) attempt to gain unauthorized access to the CipherTrace Service, or any related systems or networks. CT, at its sole discretion, may block or cancel access to the CipherTrace Service for any users that are connected in any way to U.S. or U.N. sanctioned entities or countries.

3.4. Software. Customer End Users may need to download and install client Software (as made available by CT either directly or through applicable third-party app stores or other distribution channels) on each device through which they intend to use the CipherTrace Service. All use of such Software will be governed by the terms of the applicable CT license agreement that accompanies or is made available in connection with the Software. Customer acknowledges that each Customer End User must accept such license agreement, and must have a CipherTrace Service-compatible device, in order to download, install, and/or use the Software. Nothing in these Terms shall be deemed to grant to Customer rights of any kind in, to or with respect to the Software.

3.5. Security Data and Privacy. Customer understands that failure to protect Security Data may allow an unauthorized person or entity to access the CipherTrace Service. In addition, Customer acknowledges that CT generally does not have access to and cannot retrieve lost Security Data. In the event that Customer loses the Security Data, Customer will no longer have access to the CipherTrace Service. Customer agrees that: (i) Customer is solely responsible for collecting, inputting and updating all Security Data; (ii) CT assumes no responsibility for the supervision, management or control of Customer's and Customer End User' Security Data; and (iii) CT assumes no responsibility for any fraudulent or unauthorized use of the Software or any other portion of the CipherTrace Service. To the extent that CT has access to any personally identifiable information gathered from Customer or from Customer End Users in connection with the CipherTrace Service, such information shall be governed by the provisions of the CT Privacy Policy, a copy of which is available on the CT website at www.ciphertrace.com, which CT may update from time to time. Customer and Customer End Users agree not to share sensitive personal information with CT.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CT reserves all rights, title and interest in and to the CipherTrace Service and any associated Software and documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Restrictions. In addition to the other prohibitions set forth in these Terms, Customer will not (i) create derivate works based on the CipherTrace Service, (ii) copy, frame or mirror any part or content of the CipherTrace Service, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes in accordance with CT's applicable documentation, (iii) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any component of the CipherTrace Service is compiled or interpreted, or (iv) access the CipherTrace Service in order to build a competitive product or Service or to copy any features, functions or graphics of the CipherTrace Service.

4.3. Ownership of Communication Data. Customer reserves all of its rights, title and interest in and to the Communication Data. No rights are granted to CT hereunder with respect to the Communication Data, except that CT may store, copy, process, and transmit such Communication Data for purposes of providing the CipherTrace Service to Customer.

4.4. Suggestions. Customer grants CT a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the CipherTrace Service (or CT's other products or Services) any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Customer End Users, relating to the operation or features of the CipherTrace Service.

4.5. Federal Government End Use Provisions. The CipherTrace Service and any Software and documentation furnished by CT in connection therewith are "commercial items," "commercial computer software" and "commercial computer software documentation," as those terms are used in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. Use, duplication, or disclosure by the United States Government is subject to the restrictions set forth in this Agreement and (where applicable) CT's end-user license agreement(s) furnished with the Software.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a party or its Representatives ("**Disclosing Party**") to the other party or its Representatives ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will

limit access to Confidential Information of the Disclosing Party to those of its Representatives who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

5.3. <u>Compelled Disclosure</u>. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required or requested to be disclosed in response to a valid order by a court or in response to a request by a regulatory authority having jurisdiction over the Receiving Party and will provide 10 days advance notice (unless ordered by a court when the 10 days is not possible). Receiving Party agrees to only disclose such portion of Confidential Information as is required.

5.4. <u>Termination</u>. Upon termination of all subscriptions, the Disclosing Party may request from the Receiving Party, and the Receiving Party shall promptly provide upon receipt of such request, a written certification that all documents and other tangible materials (including notes, writings and other material developed therefrom by the Receiving Party or any its Representatives but excluding email and other written records legally required to be maintained) containing Confidential Information and all copies thereof have been destroyed, except that the Receiving Party may retain one complete copy of all the Confidential Information in its legal and/or compliance department for archival purposes only, and the Receiving Party may retain electronic copies of the Confidential Information that exist on their computer system and backups thereof in the ordinary course.

5.5. <u>Trade Data</u>. Notwithstanding anything to the contrary herein, CT shall not (x) share any trade data of Customer with any other party or (y) use any trade data of Customer to make any trade decisions for itself or others and shall implement measures to prevent its Representatives or any other person that has access to such trade data from making any such trade decisions.

6. WARRANTIES AND DISCLAIMERS

6.1. <u>CT's Warranty</u>. Subject to the limitations set forth below, CT warrants that the CipherTrace Service shall operate in all material respects in accordance with the Specifications. CT, in the absence of fraud, gross negligence or willful misconduct, shall not be responsible to the extent a failure of the CipherTrace Service to operate as warranted is caused by or results from: (i) modification of the CipherTrace Service by anyone other than CT or CT's designee; (ii) combination, operation or use of the CipherTrace Service with Customer's or a third party's applications, software or systems, unless the foregoing are furnished by CT; (iii) abuse, willful misconduct or negligence by anyone other than CT or CT's designee; or (iv) use of the CipherTrace Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and CT documentation.

6.2. <u>Disclaimer</u>. SUBJECT TO THE SPECIFICATIONS, THE CIPHERTRACE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CT does not warrant that the CipherTrace Service will perform as documented in cases of hardware malfunction, misuse of the Software or CipherTrace Service, modification of the Software by any party other than by CT or as otherwise authorized, or bugs in other software, such as the Customer End User's software or server,

with which the Software interacts. CT disclaims any and all liability if any Customer or Customer End User data is corrupted by or from malware, viruses, or other bugs hosted and launched by Customer End User's browser and/or computer.

7. MUTUAL INDEMNIFICATION

7.1. <u>Indemnification by CT</u>. CT shall defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the CipherTrace Service, as furnished by CT hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and CT will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. CT's obligations under this **Section 7.2** are contingent upon: (a) Customer providing CT with prompt written notice of such claim; (b) Customer providing reasonable cooperation to CT, at CT's expense, in the defense and settlement of such claim; and (c) CT having sole authority to defend or settle such claim. In the event that CT's right to provide the CipherTrace Service is enjoined or in CT's reasonable opinion is likely to be enjoined, CT may, in its sole discretion, obtain the right to continue providing the CipherTrace Service, replace or modify the CipherTrace Service so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and with a refund to Customer pro rata for any remaining term(s) of any subscription for the CipherTrace Service. THE FOREGOING STATES THE ENTIRE OBLIGATION OF CT AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE CIPHERTRACE SERVICE. CT shall have no liability under this **Section 7.2** to the extent that any third-party claims described herein are based on any combination of the CipherTrace Service with products, Services, methods, or other elements not furnished by CT, or any use of the CipherTrace Service in a manner that violates this Agreement or the instructions given to Customer by CT.

7.3 <u>Mitigation Measures</u>. In the event of any claim or potential claim covered by **Section 7.2**, CT may, in its discretion, seek to mitigate the impact of such claim by modifying the CipherTrace Service to make it non-infringing, and/or by suspending or terminating Customer's use of the CipherTrace Service upon reasonable notice to Customer (provided, in the case of such suspension or termination, that CT will refund to Customer a portion of fees prepaid by Customer for the then-current subscription period, prorated to the portion of that subscription period that is affected by the suspension or termination).

8. LIMITATION OF LIABILITY

8.1. <u>Security and Other Risks.</u> Customer acknowledges that, notwithstanding the security features of the CipherTrace Service, no product, hardware, software or Service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in **Section 6.1**, CT will have no liability on account of any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the CipherTrace Service is not guaranteed to operate without interruptions, failures, or errors. If

Customer or Customer End Users use the CipherTrace Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and shall indemnify CT and hold it harmless against those risks.

8.2. Limitation of Liability. IN NO EVENT WILL Either Party's AGGREGATE LIABILITY TO The Other Party OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE CIPHERTRACE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY Either Party HEREUNDER IN AN AMOUNT NOT TO EXCEED THE VALUE OF THE ORDER.

8.3. Exclusion of Consequential and Related Damages. NEITHER CT NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE CIPHERTRACE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE CIPHERTRACE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8.4. Basis of Bargain. THE LIMITATIONS OF LIABLITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CT AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

9. SUBSCRIPTION TERM AND TERMINATION

9.1. Term of Customer End User Subscriptions. Customer End User subscriptions purchased by Customer commence on the start date specified in the applicable Purchase Order and, unless terminated earlier in accordance with these Terms, continue for the subscription term specified therein (subject to prorating where CT deems it appropriate to cause newly purchased subscriptions to expire or renew simultaneously with Customer's pre-existing subscription(s)). Prior to termination, Customer should delete and/or export any Customer specific data that has been stored in the Case Manager feature. Customer will not have access to any such data once Customer's right to use the CipherTrace Service terminates.

9.2. Termination or Suspension for Cause. A party may terminate any subscription for cause upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. In addition, CT may, at is sole option, suspend or terminate Customer's or any Customer End User's access to the CipherTrace Service, or any portion thereof, immediately: (i) if CT suspects that any person other than Customer or a Customer End User is using or attempting to use Security Data, (ii) if CT reasonably suspects that Customer or a Customer End User is using

the CipherTrace Service in a way that violates these Terms and could expose CT or any other entity to harm or legal liability, or (iii) if CT in its sole discretion believes it is required to do so by law.

9.3. Surviving Provisions. Sections 4 (Proprietary Rights), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.3 (Surviving Provisions) and 10 (General Provisions) will survive any termination or expiration of this Agreement.

10. GENERAL

10.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed facsimile or confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the CipherTrace Service (or such other address as the recipient may thereafter specify by notice given in accordance with this **Section 10.1**).

10.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by Federal laws. Any disputes shall be brought in either District Court for the District of Columbia or the US Court of Federal Claim and the parties hereby consent to the personal jurisdiction and venue of these courts

10.3. Compliance with Laws. Each party shall comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing Customer shall not permit Customer End Users to access or use the CipherTrace Service in violation of any U.S. export embargo, prohibition or restrictions.

10.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

10.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

10.7. Assignment. This Agreement and any rights or obligations hereunder may not be assigned or delegated by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and any attempted assignment or delegation without such consent will be

void; *provided, however*, that either Party may assign this Agreement in whole without the consent of the other to any Affiliate or to any person or entity which acquires all or substantially all of its assets or stock, whether by sale, merger or otherwise.

10.8. Publicity. Without the prior written consent of the other party, neither party shall (i) use the name of the other party, or the name of any of the other party's affiliates, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation of the other party or its affiliates in advertising, publicity, or otherwise; or (ii) represent (directly or indirectly) that any product or any service provided by the party has been approved or endorsed by the other unless directed by a court.

10.9. Force Majeure. Neither CT nor Customer will be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of CT.

10.10. Modification to Terms and the CipherTrace Service; Conflict. CT reserves the right to modify these Terms from time to time. Any such change will become effective upon the earlier of thirty (30) calendar days following the delivery of an email notice to Customer (if applicable) or thirty (30) calendar days following CT's posting of notice of the changes on CT's website provided there is no impact to the price of the order or services. Such changes will be effective immediately for new Customers. If Customer objects to any changes, Customer's sole recourse will be to cease using the CipherTrace Service, terminate the subscription for a pro-rata refund of any amounts Customer may have pre-paid for the subscription (if any), or not renew the subscription. CT also reserves the right to discontinue the CipherTrace Service at any time without notice. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's Purchase Order or other order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null unless agreed upon by both parties. In the event that these Terms are incorporated by reference to any other documentation, and there is a conflict between these Terms and any Purchase Order or this Agreement, the terms of the purchase order shall prevail with regard to the conflicting language.

10.11.

10.12. Taxes. All fees and other charges payable by Customer to CT under this Agreement are stated inclusive of all federal, state, local and foreign taxes, levies and assessments.

10.13. Federal Government End Use Terms. If Licensee is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to Licensee with only those rights as provided under these Terms.