POLYGON.IO, INC.

COMMERCIAL USE TERMS OF SERVICE

Last Updated: January 25, 2024

These Commercial Use Terms of Service (these "**Terms**"), including any Order Form(s) and all referenced policies, pages, and other agreements incorporated herein by reference (collectively, this "**Agreement**") form a legal agreement between Polygon.io, Inc. ("**Polygon**") and the person or entity on whose behalf a Polygon account is created ("**Customer**") and governs Customer's access to and use of the Services (as defined below).

By creating an account and using the Services labeled for business, enterprise, or commercial use or by executing an Order Form that references these Terms, Customer expressly agrees to these Terms and to be bound by all of the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to commit the entity to this Agreement and the term "Customer" or "you" will refer to that entity. If you do not have this authority, are under the age of 18 or if you do not agree with this Agreement, you must not accept these Terms and you may not access or use the Services.

1. Definitions

Unless otherwise defined in this Agreement, the capitalized terms used herein are defined in this Section 1.

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means an ownership, voting, or similar interest representing fifty percent (50%) or more of the total interests then outstanding.

"**API Credentials**" means the access controls and keys necessary to access the Polygon APIs.

"**Authorized User**" means all of Customer's employees, contractors, computerized systems, and others who are expressly authorized by Customer to use the Services.

"**Documentation**" means the online user guide for the Services available at https://polygon.io/getting-started, as updated from time to time.

"**Effective Date**" means the date when Customer first accepts these Terms as part of the account sign-up process or when Customer signs an Order Form, whichever is earlier.

"**Edge Users**" means individuals or entities that are users of Customer's products and services.

"**Feedback**" means all feedback, suggestions, and ideas that Customer, its Affiliates, or its Authorized Users provide to Polygon concerning modifications, improvements, or enhancements to the Services.

"**Fees**" means the fees as set forth in the applicable Order Form.

"**Free Trial**" means testing, trialing, and other evaluative (but not developmental or productive) use of the Services solely for the purpose of Customer's evaluation of the Services prior to entering into an Order Form to purchase a subscription to the Services.

"**Information**" means Third-Party Data and Polygon Data.

"Intellectual Property Rights" means all intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (d) trade secrets; and (e) all other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the laws of any jurisdiction throughout in any part of the world.

"Market Data" means financial market data and other information relating to securities, foreign exchange, cryptocurrencies, and other financial instruments, products, vehicles, indexes, values, indicators, or other means as well as general news, commentary, research, educational materials, and other information concerning financial markets.

"Non-Polygon Services" means third-party websites or applications.

"Order Form" means an ordering document entered into between Customer and Polygon or an online order through the Services interface for a subscription to the Services or for a product on the Services that is paid on a one-time or as-used basis, including any terms and conditions specified therein.

"Party/Parties" means Polygon or Customer individually or collectively, as applicable.

"Person" means any individual natural person, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, or other entity.

"Personal Data" means all information relating to a natural person that identifies such person or could reasonably be used to identify such person.

"Polygon API" means all instances of the Polygon application programming interfaces, including all endpoints that enable Polygon users to use the Services.

"Polygon Data" means Market Data owned, gathered, or created by Polygon and provided to Customer as part of the Services, excluding Third-Party Data.

"Polygon Privacy Policy" means the Polygon Privacy Policy, as updated from time to time, located at: https://polygon.io/privacy, or such other URL as Polygon may provide, from time to time.

"Services" means the products and services that are ordered by Customer under an Order Form and the content, features, functionality, tools, Market Data, software applications, and Polygon APIs provided by Polygon, as updated from time to time, via polygon.io and/or other designated websites as described in the Documentation, excluding Third-Party Data and Non-Polygon Services.

"Subscription Length" means the subscription length as reflected on the applicable Order Form or, if procuring the Services through the Services-interface, then Customer's billing schedule (i.e., monthly or annually).

"Subscription Start Date" means the subscription start date reflected on the applicable Order Form or, if procuring the Services through the Services-interface, then the effective date of this Agreement.

"**Third-Party Agreement**" means the specific agreement or terms and conditions with a Third-Party Provider or service supplements administered by Polygon on behalf of a Third-Party Provider that also governs Customer's access to and use of certain Third-Party Data.

"**Third-Party Data**" means Market Data owned by and/or obtained from Third-Party Providers or publicly available sources that is made available or supplied by Polygon to Customer as part of the Services.

"**Third-Party Providers**" means Persons that are not Affiliates of Polygon that are the sources and/or owner of Market Data distributed via the Services under this Agreement or are involved in any aspect of creating or providing Market Data distributed via the Services under this Agreement.

"**Use Information**" means data derived from Customer's or its Authorized Users' use of the Services or data related to Customer's relationship with Polygon (including Registration Data and Feedback) that are used by Polygon for billing and account administration and to compile statistical and performance information related to the provision, operation, and improvement of the Services.

2. Services

2.1 Polygon Services Access Grant

Subject to the terms and conditions of this Agreement, including any Order Forms, Polygon grants to Customer a worldwide, royalty-free, revocable, non-exclusive, non-transferable, non-assignable (except as provided herein), and limited right to access and use the Services solely for Customer's internal purposes.

2.2 Information Access Grant

Subject to the terms and conditions of this Agreement, including any Order Forms and any Third-Party Agreements, Polygon grants to Customer a worldwide, royalty-free, revocable, non-exclusive, non-transferable, non-assignable (except as provided herein), and limited right to access, receive, process, transmit, store, and use the Information available via the Services solely for its use in websites or software applications owned or licensed by Customer.

2.3 Support Services

Polygon will provide customer support services, as available, via email during its normal business hours (typically 9:00am – 5:00pm Eastern Time, Monday through Friday, excluding holidays).

2.4 Additional Services

Through the Services, Customer may have the ability to purchase additional Services offered by Polygon to Customer from time to time ("**Additional Services**"). Unless otherwise provided, Fees for Services that are paid on a one-time or an as-used basis will be charged upon purchasing such Services. Unless otherwise provided in the applicable Order Form, subscriptions for Additional Services will be prorated to align with Customer's initial subscription to the Services at the time the Additional Services are added, and any added Additional Services will terminate on the same date as the initial subscription to the Services. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polygon regarding future functionality or features.

2.5 Third-Party Providers

(a)   Polygon may engage Third-Party Providers as it deems necessary to provide Third-Party Data. Such engagements will not be deemed to be subcontracting arrangements by Polygon, and the Third-Party Providers will not be deemed to be Polygon agents or subcontractors. In order for Customer to have access to certain Third-Party Data, Customer may be required by the applicable Third-Party Provider of the Third-Party Data to enter into Third-Party Agreements prior to Customer obtaining or being provided access to that Third-Party Data, which Third-Party Agreements, as applicable, will also govern Customer's use of the Third-Party Data. Customer shall comply with such Third-Party Agreements, as applicable. Polygon may offer Customer administrative assistance in obtaining such additional licenses to Third-Party Data; however, Customer is solely responsible for accessing, obtaining, entering into, and complying with all applicable Third-Party Agreements concerning any Third-Party Data. If Customer does not obtain a required Third-Party Agreement for any portion of the Third-Party Data and as such is in violation of the Third-Party Provider's licensing requirements, Polygon may terminate access to the unlicensed portion of Third-Party Data until Customer obtains such Third-Party Agreements with the Third-Party Provider.

(b)   Customer acknowledges and agrees that: (i) Third-Party Data is provided or made available to Customer on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for Customer; (ii) Polygon does not develop Third-Party Data and does not control any Third-Party Providers or Third-Party Data; (iii) the use of Third-Party Providers and the availability of Third-Party Data should not be considered as an endorsement of such entities, data, products, or information; (iv) the ability to access Third-Party Data does not guarantee that the same will be error free or for Customer's intended purposes; (v) no representations or warranties regarding the Third-Party Data are made by Polygon; and (vi) Polygon is not responsible for the content, accuracy, timeliness, or delivery of any Third-Party Data. Customer's use of Third-Party Data is at its own risk. For the avoidance of doubt, Polygon is not responsible for Third-Party Data and expressly disclaims any and all liabilities that may arise in connection therewith.

(c)   Customer acknowledges that, in respect to any Third-Party Provider Intellectual Property Rights, Customer's use of any such Intellectual Property Rights is conditional on Polygon obtaining, in Polygon's sole discretion, a written license from the relevant Third-Party Provider(s) on such terms as will entitle Polygon to license such rights to Customer, or in the alternative, Customer obtaining a license to such Intellectual Property Rights from the Third-Party Provider through a Third-Party Agreement. Except to the extent expressly set forth in this Agreement or the applicable Order Form(s), nothing in this Agreement shall convey, license, or otherwise transfer any right, title, or interest in or to any intellectual property or other proprietary rights of the applicable Third-Party Providers.

2.6 Non-Polygon Services

The Services may contain links, features, or functionalities to access or use Non-Polygon Services. If Customer or its Authorized Users access or use Non-Polygon Services, Customer's or its Authorized Users' use of such services will be subject to the terms and conditions (including privacy policies) of such Non-Polygon Services. Such Non-Polygon Services are not under the control of Polygon and may be "open" applications for which no recourse is possible. Polygon cannot guarantee the continued availability of such Non-Polygon Services. Polygon is not responsible or liable for any Non-Polygon Services. Polygon does not review, approve, monitor, endorse, warrant, or make any representations with respect to Non-Polygon Services or their associated products or services. Customer's and its Authorized Users' use of Non-Polygon Services are at their own risk.

2.7 Maintenance and Modifications

Customer acknowledges and agrees that certain maintenance activities regarding the Services may be necessary or appropriate, from time to time, including bug fixes, software updates, feature updates, and the addition of new applications and new modules. The Services may be unavailable as the result of planned or unplanned downtime, for reasons including technical issues, legal compliance, security actions, business decisions, or any other cause. Polygon may attempt to inform Customer if such downtime is planned, Polygon is under no obligation to do so. Customer further acknowledges and agrees that the Services are still evolving. Polygon reserves the right to make changes to the Services from time to time, in its sole discretion, without liability to Polygon; provided, however, that, in the case that any such changes materially degrade the functionality of the Services, Customer may terminate this Agreement upon reasonable notice.

2.8 Beta Features

From time to time, Polygon may provide Customer with the option to use certain features made available by Polygon on a test basis that are clearly designated as experiment, beta, pilot, limited release, non-production or other similar identification ("**Beta Features**"). Any use of a Beta Feature will be solely at Customer's own risk and may be subject to additional requirements as specified by Polygon. Notwithstanding anything to the contrary contained in this Agreement, all Beta Features are provided as-is and without warranty of any kind, express or implied, and Polygon will have no liability under this Agreement (including any indemnification obligations) arising out of related to Customer's use of any Beta Feature. Polygon may, in its sole discretion, (a) cease providing or modify Beta Features at any time, or (b) cease providing Beta Features free of charge and require Customer to purchase such features for continued use as part of the Services.

2.9 Free Trials

Subject to the applicable Order Form, Polygon may provide Customer with access to the Services for a Free Trial. If Customer registers for a Free Trial, Polygon will make the applicable Services available free of charge until the earlier of (a) the end of the Free Trial period as specified in the applicable Order Form, (b) the start date of any paid subscriptions to the Services ordered by Customer for such Services, or (c) termination by either Party in each one's sole discretion. Upon the expiration of the Free Trial, if applicable, Customer's use of the Services will automatically continue on a paid month-to-month basis pursuant to this Agreement (excluding this Section 2.10) and the terms of any Order Form with respect to the selected Services. Notwithstanding anything to the contrary contained in this Agreement, all Free Trials are provided as-is and without warranty of any kind, express or implied, and Polygon will have no liability under this Agreement (including any indemnification obligations or liability of any kind) arising out of related to Customer's use of a Free Trial. If any exclusion of liability is not enforceable under applicable law, the sole liability of Polygon with respect to the Free Trial is for Customer's direct damages of up to one hundred dollars ($100). Polygon may, in its sole discretion, cease providing or modify Free Trials at any time.

3. Customer Account

(a)   In order to access the Services, Polygon will provide Customer with a Polygon account. Customer and its Authorized Users are, respectively, fully responsible for all activities performed on or through their account. Customer agrees that Customer will, and will inform each Authorized User that it shall, to the best of its knowledge and ability: (i) provide true, accurate, current, and complete information as prompted by the account registration form (the "**Registration Data**"), (ii) maintain and promptly update the Registration Data to ensure the information is always true, accurate, current, and complete, (iii) promptly, and without undue delay, inform Polygon of any confirmed or reasonably

suspected unauthorized use of an account or any other breach of security, and (iv) endeavor to exit from the account at the end of each work session. Polygon undertakes no obligation to verify the Registration Data provided by Customer or its Authorized Users. However, if Polygon finds or reasonably suspects that the provided information is materially untrue, inaccurate, not current, or incomplete, Polygon may, upon reasonable notice and opportunity to cure, suspend Customer's or any Authorized User's account and refuse any and all current or future use of the Services (or any part of them), until such condition is remedied to Polygon's reasonable satisfaction.

(b)   Customer acknowledges and agrees that Customer will be responsible for any liability to the extent arising from an unauthorized access, disclosure, sharing, or use of Customer's or its Authorized Users' account or API Credentials (a "**Credential Compromise**"). Customer must prevent any Credential Compromise, and otherwise ensure that its account and API Credentials are not used or modified by anyone other than Customer or its Authorized Users. If a Credential Compromise occurs, Customer must immediately notify Polygon and cooperate with Polygon, including providing information that Polygon requests. Customer agrees that Polygon shall not be liable for any loss arising from a Credential Compromise caused by Customer or one of its Authorized Users nor shall Polygon be liable or responsible for any unauthorized access or misuse of the Services by Customer or any of its Authorized Users, unless and to the extent that the same shall be attributable to Polygon's actions.

4. Ownership Rights

4.1 Polygon Intellectual Property

Subject to the limited rights expressly granted hereunder, Polygon, its Affiliates, and its Third-Party Providers and other licensors reserve all of their right, title, and interest in and to the Services and Information, including all of their related Intellectual Property Rights. This Agreement is not a sale, and no rights are granted to Customer hereunder other than as expressly set forth herein.

4.2 Customer Intellectual Property

Except as set forth herein, this Agreement does not give Polygon any rights of ownership in, or related to, any Intellectual Property Rights owned by Customer. Unless otherwise specified in a Third-Party Agreement and subject to Polygon's Intellectual Property Rights in the Services, Customer will own all rights in and to any data produced by Customer from Customer's use of the Information in accordance with the terms of this Agreement and any Third-Party Agreements.

4.3 Use Information, Feedback, and De-Identified Data

Customer hereby acknowledges and agrees that Polygon has a perpetual and irrevocable right to use and evaluate all Use Information for Polygon's own purposes without accounting or compensation to Customer. To the extent any Use Information contains Personal Data, Polygon's collection, use, retention, and disclosure of such Use Information will be governed by the Polygon Privacy Policy. Customer, its Affiliates, or its Authorized Users may, but are not obligated to, provide Feedback to Polygon relating to Polygon's software, the Services, or business operations. To the extent Customer, its Affiliates, or its Authorized Users provides Feedback to Polygon, Customer, on behalf of itself, its Affiliates, and its Authorized Users grants Polygon a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate any such Feedback into its software, the Services, or its business operations. Customer acknowledges and agrees that Polygon may compile data that is aggregated, de-identified, or not otherwise reasonably associated or linked to Customer or any other identifiable individual Person from all or part of the Use Information ("**De-identified Data**") for the purposes of improving the Services, for evaluating platform wide trends, for product development and marketing, for optimizing the performance or metrics of the Service, for

accounting or audit requirements, and as required or permitted by law. For the avoidance of doubt, De-identified Data shall belong to Polygon and shall be considered Polygon's Confidential Information.

5. Confidentiality

5.1 Definition of Confidential Information

Each Party may have access to information that is confidential to the other Party. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party (the "**Disclosing Party**") disclosed to the other Party (the "**Receiving Party**"), whether orally or in writing, that is clearly identified as confidential, as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential, including but not limited to the terms and conditions of this Agreement (including pricing and other terms reflected in an Order Form hereunder), the Services, business and marketing plans, technology and technical information, product designs, trade secrets, and business processes. A Disclosing Party's Confidential Information shall not include information that (a) is or becomes available to the public through no fault of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.2 Protection of Confidential Information

The Receiving Party agrees to use all reasonable care to prevent disclosure of the Disclosing Party's Confidential Information to any third party and to use the Disclosing Party's Confidential Information for any purpose whatsoever other than as expressly contemplated by the Agreement. Notwithstanding the foregoing, Customer acknowledges and agrees that Polygon may disclose Customer's Confidential Information to its employees, consultants, Affiliates, Third-Party Providers (if necessary), and other third-parties, provided that Polygon has a non-disclosure agreement in place with any such Persons that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 5 constitutes the entire understanding of the Parties and supersedes all prior or contemporaneous agreements, representations, or negotiations, whether oral or written, with respect to Confidential Information.

5.3 Compelled Disclosure

If the Receiving Party receives a request to disclose any Confidential Information of the Disclosing Party pursuant to a subpoena, order, civil or criminal investigative demand, agency administrative demand, law, rule, regulation, or a judicial or similar process issued by a court of competent jurisdiction, the Receiving Party's regulators or any other administrative body (each such request, a "**Disclosure Request**"), the Receiving Party is permitted to disclose such Confidential Information only to the extent necessary to comply with the Disclosure Request or as otherwise required by law. If legally permitted, the Receiving Party shall provide the Disclosing Party with prompt prior notice of such Disclosure Request and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to seek protection or confidential treatment of the Confidential Information relevant to the Disclosure Request. If the Receiving Party receives a Disclosure Request as part of a proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the Disclosure Request or is requesting the Disclosure Request, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost and fees incurred in compiling and providing secure access to the Confidential Information relevant to the Disclosure Request. Notwithstanding the foregoing, in the case of a broad

regulatory request with respect to the Receiving Party's business (not targeted at the Disclosing Party), the Receiving Party may promptly comply with such request.

5.3 Injunctive Relief

If the Receiving Party discloses (or threatens to disclose) any Confidential Information of the Disclosing Party in breach of this <u>Section 5</u>, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies may be inadequate.

5.4 Confidentiality Obligations upon Termination

Upon any termination of this Agreement, the Receiving Party shall promptly destroy or deliver to the Disclosing Party all of the Disclosing Party's Confidential Information and any notes, extracts, or other reproductions in whole or in part relating thereto, without retaining any copy thereof, and shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for so long as the Receiving Party retains possession of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain such copies of Confidential Information as may be reasonably necessary for legal or recordkeeping purposes, including such copies as are embedded in the automated backup of electronic data processing systems.

6. Customer Obligations

6.1 Customer Use Restrictions

(a)   Except as permitted under this Agreement or as licensed by a Third-Party Provider, Customer will not and will not permit or encourage anyone else to:

   (i)   violate the integrity of the Services, including: (A) attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services; (B) finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities; (C) any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services; (D) transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services; or (E) attempting to gain unauthorized access to the Services;

   (ii)   use the Services to transmit or store infringing, obscene, threatening, libelous, or otherwise unlawful, harmful, inappropriate, or tortious material, including material which violates third party privacy rights;

   (iii)   misrepresent, or in any other way falsely identify, Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Services;

   (iv)   violate the terms of any Third-Party Agreements or violate the laws, rules, regulations, governmental orders, or industry standards or guidance in any applicable jurisdiction including, but not limited to, any rules, regulations, or laws of the Financial Industry Regulatory Authority, Inc., the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;

(v)   use, redistribute, reverse assemble, reverse compile, copy, modify, display, disseminate, sublicense, sell, publish, reproduce, resell, transfer or otherwise make available any portion of the Information to anyone other than Customer, its Authorized Users, or its Edge Users;

(vi)   access the Services if Customer is a direct competitor of Polygon, use the Information to infringe on or compete with the Services, or otherwise access the Services to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions, or graphics of the Services, (C) copy any ideas, features, functions or graphics of the Services, or (D) determine whether the Services are within the scope of any patent;

(vii)   use the Services to defame, abuse, or otherwise violate or infringe the legal rights of others or Polygon, or interfere with another party's use of the Services;

(viii)   copy, modify, disassemble, reproduce, republish, license, sublicense, sell, resell, transfer, assign, distribute, or create derivative works of the Services or any part, feature, or user interface thereof or otherwise commercially exploit or make the Services available to any third party in any way unless otherwise agreed by Polygon;

(ix)   except to the extent permitted by any applicable law, disassemble, decompile, reverse engineer or attempt to reverse engineer the Services or otherwise disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;

(x)   use the Information to create derivative works (including, without limitation, any index, indicative value, net asset value, investment product, financial contract, (including, without limitation, contracts for difference or spread betting), settlement value or investment strategy) based on the Information unless licensed to do so; or

(xi)   modify, remove, or obstruct any proprietary rights statement or notice contained in the Services or the Information; or

(xii)   provide Polygon with any Edge User Personal Data.

(b)   Customer is responsible for any breach of this Agreement by its Authorized Users and its Edge Users (if any). Customer agrees that it will promptly notify Polygon of any violation or suspected violation of this Agreement.

6.2 Monitoring Customer's Use of the Services

Polygon has no obligation to Customer to monitor Customer's use of the Services; however, Polygon reserves the right, upon suspicion of material non-compliance with the terms of this Agreement, to monitor such use, and to review, retain, and disclose any information as necessary to ensure compliance with the terms of this Agreement, and to satisfy or cooperate with any Third-Party Provider that Polygon has a contractual obligation to as a data vendor or any applicable law, regulation, legal process, or governmental request.

6.3 Suspension of Services for Compliance and Security

Without limiting any other suspension rights that Polygon may have, Polygon may immediately suspend providing any or all Services to Customer or its Authorized Users, if: (a) Polygon reasonably believes

that further provision of the Services would be (or would present a substantial risk) in contravention of any applicable laws, rules, regulations, rules of any self-regulatory organization, or any Third-Party Provider Agreements; (b) a Third-Party Provider requires or directs Polygon to do so; (c) Customer breaches this Agreement or any other agreement between the Parties; (d) Customer or its Authorized Users breach any use restrictions contained in Section 6.1(a); or (e) Polygon believes that Customer's use of the Services (i) is or may be harmful to Polygon or any third party; (ii) degrades, or may degrade, the security, stability, or reliability of the Services or any third party's system (e.g., a distributed denial of service attack); or (iii) is or may be unlawful.

7. Payment Obligations

7.1 Fees

Customer will pay all Fees as specified in the applicable Order Forms. All Fees paid and expenses reimbursed under this Agreement will be in US Dollars. Except as specified herein, payment obligations are non-cancelable and fees paid are non-refundable. The Fees shall not be subject to any setoff, recoupment, counterclaim, deduction, debit, or withholding, for any reason (other than any deduction or withholding of tax, as may be required by applicable law). If Customer is required by applicable law to make any deduction or withholding from any payment due hereunder, then, notwithstanding anything to the contrary contained hereunder, the gross amount(s) payable by Customer shall be increased so that, after any such deduction or withholding for taxes, the net amount received by Polygon will not be less than what Polygon would have received had no such deduction or withholding been required. Unless otherwise agreed to by the Parties or as set forth on an Order Form, all Fees for any Subscription Renewal Terms will be Polygon's then-current Fees for the applicable Services. In addition to the foregoing, to the extent that any applicable Third-Party Providers impose increased costs or expenses on Polygon that materially affect Polygon's cost of delivering the applicable Services to Customer, Polygon reserves the right, in its sole discretion, to propose to pass through any such increased costs and expenses to Customer by reasonably increasing the Fees with respect to the applicable Services upon at least thirty (30) days prior notice to Customer; provided that if Customer does not promptly agree in writing to any such increase, then Polygon may not charge for the same, but may terminate the applicable Service(s) immediately.

7.2   Invoicing and Payment

Customer will provide Polygon with valid and updated credit card information, or with a valid alternative payment method reasonably acceptable to Polygon. If Customer provides credit card information to Polygon, Customer authorizes Polygon to charge such credit card for all Fees listed in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Polygon will invoice Customer in accordance with the relevant Order Form, and Polygon may assess Customer a five percent (5%) administrative fee. Customer is responsible for providing complete and accurate billing and contact information to Polygon and notifying Polygon of any changes to such information. Unless otherwise stated in the Order Form, Fees are due on the invoice date. Polygon may elect to charge interest in the amount of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less) on all late payments not reasonably in dispute.

7.3 Taxes

The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any applicable jurisdiction ("**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement and any Order Form. If Polygon has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 7, Polygon will invoice Customer, and Customer will pay that

amount (unless Customer provides Polygon with a valid tax exemption certificate authorized by the appropriate taxing authority). Polygon is solely responsible for Taxes assessable against Polygon based on its income, property, and employees. If any taxing or governmental authority asserts that Customer should have made a deduction for withholding for or on account of any taxes with respect to all or a portion of any payment(s) made hereunder, Customer hereby agrees to indemnify Polygon for such taxes and to hold Polygon harmless on an after-tax basis from and against any such taxes, interest penalties levied or asserted against it in connection therewith.

7.4 Suspending or Downgrading for Nonpayment

If any amount owed by Customer under this Agreement that is not subject to a good faith dispute is overdue, Polygon may, without limiting its other rights and remedies, suspend or restrict access to any and all Services or downgrade any fee-based Services to free plans until those amounts are paid in full. If Customer is not downgraded to a free plan, Customer will continue to be charged fees during any period of suspension. If Customer is downgraded to a free plan, Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionalities, as illustrated by comparing the plans on the Polygon website located at polygon.io.

8. Representations and Warranties; Disclaimer

8.1 Polygon Representations and Warranties

Polygon represents and warrants that: (a) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (b) the Services delivered under this Agreement will operate substantially in conformity with the Documentation under normal use and circumstances. Customer's sole and exclusive remedy and Polygon's sole obligation for a breach of the warranties in this section will be the correction or re-performance of the nonconforming Services by Polygon. If, after reasonable efforts, neither remedy is commercially available, Polygon may cancel this Agreement and refund to Customer a pro rata portion of the Fees (i.e., all Fees that have been paid but not used by Customer from the date of notice by Customer of such breach).

8.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND POLYGON EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT POLYGON DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND THE INFORMATION WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND THE INFORMATION ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSE. IT IS EXPRESSLY UNDERSTOOD THAT THE SERVICES AND THE INFORMATION ARE NOT INTENDED TO PROVIDE LEGAL, TAX, INVESTMENT, FINANCIAL, OR ACCOUNTING ADVICE, NOR SHOULD THE SERVICES OR THE INFORMATION BE CONSTRUED AS A RECOMMENDATION, OR AN OFFER TO BUY OR SELL, OR THE SOLICITATION OF AN OFFER TO BUY OR SELL ANY SECURITY, FINANCIAL PRODUCT, OR INSTRUMENT OR TO PARTICIPATE IN ANY TRADING STRATEGY.

9. Indemnification

9.1 Polygon Indemnification

Polygon shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, and Affiliates against any third party claims, actions, or proceedings arising out of or in connection with, and to the extent caused by, any infringement by the Services against any patent, copyright, or trademark, or the misappropriation of any trade secret (except for claims which are specifically excluded under the terms of Section 9.1(b)). If any part of the Services become, or, in Polygon's opinion, is likely to become, the subject of any claim of infringement, Polygon may, at its sole option, (a) obtain for Customer the right to continue using the affected Services; (b) replace or modify the affected Services so that it becomes non-infringing while providing substantially equivalent functionality; or (c) if such remedies are not available on commercially reasonable terms as determined by Polygon, terminate the license to use the Services for the affected portion of the Services, and promptly refund any pre-paid subscription Fees for the affected portion of the Services. Notwithstanding the foregoing, Polygon shall have no liability for infringement claims if the alleged infringement is based on or arises from (i) the combination or use of the Services with software or other materials not provided or recommended for use by Polygon, (ii) the modification of the Services by anyone other than Polygon, or at Polygon's direction, (iii) the use of the Services or the Information not in accordance with the Documentation or this Agreement, or (iv) the use of other than the then most current version of the Services if the use of the most current version of the Services would have eliminated the infringement, and Customer was notified of and given a reasonable opportunity to use the most current version thereof. THIS SECTION 9.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND POLYGON'S SOLE AND EXCLUSIVE LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

9.2 Customer Indemnification

Customer will indemnify, defend, and hold harmless Polygon, and its officers, directors, employees, and Affiliates against all claims, actions, or proceedings arising out of or in connection with, and to the extent caused by (a) the negligence or intentional misconduct of Customer or it's Authorized Users; or (b) Customer's breach of any provision of this Agreement.

9.3 Indemnification Obligations

The indemnification provided in Section 9.1 and Section 9.2 is conditioned on (a) the Party to be indemnified (the "**Indemnified Party**") giving the indemnifying Party (the "**Indemnifying Party**") prompt written notice of such claim; (b) the Indemnified Party providing its full cooperation in the defense of such claim, if requested by the Indemnifying Party; and (c) the Indemnified Party granting the Indemnifying Party the sole authority to defend or settle the claim; provided, however, that any settlement does not deprive the Indemnified Party of any future rights. The Indemnified Party may engage legal counsel to monitor, but not control, any such claim at the Indemnified Party's expense.

10. Limitation of Liability

10.1 Exclusions of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO MATTER HOW CAUSED OR THE THEORY OF LIABILITY, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE, THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR (A) ANY INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, OR OTHER INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUES,

BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, OR ACCURACY OF RESULTS, OR (B) ANY MATTER BEYOND THE PARTY'S REASONABLE CONTROL.

10.2 Maximum Liability

EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, EACH PARTY AGREES THAT A PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, NO MATTER THE THEORY OF LIABILITY, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT).

11. Term and Termination

11.1 Term

This Agreement will commence on the Effective Date, and will remain in effect until the later of (a) the date this Agreement is terminated as set forth herein or (b) the expiration or termination of all Order Forms governed by this Agreement (the "**Term**"). For any subscription-based Services, each Order Form will commence on the Subscription Start Date and will continue for the Subscription Length Listed (the "**Initial Subscription Term**"), unless terminated earlier as provided in these Terms. Thereafter, this Agreement will automatically renew for subsequent lengths equal to the Subscription Length (each, a "**Subscription Renewal Term**" and collectively with the Initial Subscription Term, the "**Subscription Term**"), unless otherwise agreed to by the Parties, as set forth in an Order Form, or either Party gives the other Party notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Subscription Term.

11.2 Termination

Without prejudice to any other remedies and in addition to any other termination rights herein, either Party may terminate this Agreement (including all related Order Forms): (a) upon breach of this Agreement, if such breach has not been cured within thirty (30) days of written notice from the non-breaching Party; (b) immediately upon written notice if the other Party seeks protection of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days); (c) if either Party ceases operation without a successor; or (d) if either Party undergoes a change of control in favor of a competitor of the other Party; or (e) as otherwise provided herein. In addition, without prejudice to any other remedies and in addition to any other termination rights herein, Polygon may terminate this Agreement (including all related Order Forms): if Polygon exercises its right to suspend or downgrade the Services (including under Section 6.3) and does not reinstate the suspended or downgraded Services within thirty (30) days; or (ii) if Polygon ever loses the license, right, or ability to provide any portion of the Information, or such license or right is ever interrupted or otherwise impaired, then Polygon agrees to notify Customer of such fact if permitted to do so and Customer may immediately terminate use of any portion of the Services and Polygon will refund the prorated Fees associated with the unused portion of the Services.

11.3 Early Termination Fee

In the event that Customer terminates this Agreement during the Initial Subscription Term or a Subscription Renewal Term for any reason other than those identified in Section 11.2(a)-(c), Customer will be liable for an early termination fee. The early termination fee will be the Customer's monthly Fees multiplied by the number of months remaining in the then current Subscription Term (the "**Early**

Termination Fee"). Customer acknowledges that the actual damages likely to result from Customer's early termination are difficult to estimate as of the Effective Date of this Agreement and would be difficult for Polygon to prove. The Parties intend that Customer's payment of the Early Termination Fee to serve as liquidated damages and compensate Polygon for Customer's early termination of this Agreement, and they do not intend for such Early Termination Fee to serve as a penalty for any such early termination by Customer. The Early Termination Fee is due to Polygon within fifteen (15) days of the termination effective date.

11.4 Effect of Termination

Upon expiration or termination of this Agreement for any reason, all rights and licenses granted by Polygon hereunder to Customer will immediately cease, Customer must cease all use of the Information, and any monies owed by Customer to Polygon shall become immediately due and payable. Upon any duly effected termination of this Agreement by Customer pursuant to Section 11.2(a) or by Polygon pursuant to Section 11.2(c), Polygon shall promptly refund any pre-paid but unearned Fees to Customer. Termination will not relieve either Party from any liability arising from any breach of this Agreement. Neither Party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Termination of this Agreement by a Party will be without prejudice to any other right or remedy of a party under this Agreement or applicable law.

11.5 Survival

Termination of this Agreement or any Order Form will not affect the provisions regarding each Party's treatment of Confidential Information, provisions relating to Intellectual Property Rights, provisions relating to the payments of amounts due, indemnification provisions, post termination obligations, the provisions of Section 14, and provisions limiting or disclaiming a Party's liability, all of which shall expressly survive such termination.

12. Dispute Resolution; Waiver of Jury Trial

In the event that any dispute arises between the Parties with respect to this Agreement, the Parties will first attempt to resolve the dispute, in good faith, through consultation. If consultation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration, before one (1) arbitrator in accordance with the then prevailing rules of commercial arbitration of JAMS. Any arbitration proceedings will take place in the English language in Atlanta, Georgia. The arbitrator's award (the "**Award**") will be final, and judgment may be entered upon it by any court having jurisdiction over such matter. Every arbitrator engaged pursuant to this Section 12, and all proposed arbitrators, must be at arm's-length from both Parties and shall not have any interest in the dispute. Each arbitrator shall, subject to applicable rules, determine the procedure for hearing the dispute but shall be caused to give written reasons for material findings of fact and a written decision. Each arbitrator shall determine the liability among the Parties to the dispute for the cost of the dispute resolution process and for the payment of the arbitrator. The Parties shall maintain the confidential nature of the arbitration proceeding and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by applicable law. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, IRREVOCABLY WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE AGREEMENT.

13. Compliance with Laws

Both Parties will observe and comply with all applicable federal, state, and local laws, rules, and regulations in connection with their performance under this Agreement. Each Party further agrees that it will comply with all laws, administrative regulations, and executive orders relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property, or registration of this Agreement that may apply in the United States or in any other jurisdiction in which the Services will be located or from which the Services will be accessed under this Agreement, including, but not limited to, the Export Administration Regulations of the U.S. Department of Commerce, the International Traffic in Arms Regulations of the U.S. Department of State, and the Enhanced Proliferation Control Initiative. Customer will not, without prior written consent of the office of Export Administration of the U.S. Department of Commerce (if required), or other applicable U.S. governmental agency or department, export, re-export, allow the re-export, transship, download, or transmit any part of the Services or Confidential Information to any country or Person to which such transmission is restricted by applicable regulations or statutes, including to any individual, group, or organization on the U.S. Department of Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals or the U.S. Department of Commerce's Bureau of Export Administration's List of Denied Persons, as each may be amended from time to time.

14. Miscellaneous

14.1 Publicity

Polygon may identify Customer as a customer of Polygon including, but not limited to, use of Customer's name and logo on its website, customer lists, and similar marketing materials. Neither Party may issue a press release relating to this Agreement without the other Party's prior written consent.

14.2 Governing Law

This Agreement and all matters arising directly or indirectly from this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of laws rules applicable to contracts to be performed entirely within the State of Georgia, and without regard to the U.N. Convention on the International Sale of Goods.

14.3 Notices

Except as otherwise set forth herein, all notices under this Agreement will be by email, although Polygon may instead choose to provide notice to Customer through the Services. Notices to Customer by email will be sent to the email of Customer's primary contact or as set forth in an Order Form. Notices to Polygon will be sent to support@polygon.io, except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to legal@polygon.io. Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

14.4 Assignment

Each Party agrees that it will not assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement without prior written consent to: (a) a parent or subsidiary, (b) an acquirer of all or substantially all of the stock or assets of such Party, or (c) a successor by merger. Any assignment in violation of this Section 14.4 shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

14.5 Severability

This Agreement will be enforced to the fullest extent permitted under applicable law. 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.

14.6 Entire Agreement

This Agreement, including these Terms, the applicable Order Form, and any set of terms incorporated by reference into this Agreement constitutes the Parties' entire agreement with respect to their subject matter and supersede any prior or contemporaneous agreements, written or oral, relating thereto. To the extent there is any conflict among these Terms, an applicable Order Form, or any set of terms incorporated by reference into this Agreement, then unless terms of lower precedence expressly state to the contrary, the order of precedence is: (a) the terms of the Order Form, (b) these Terms, and (c) all terms incorporated by reference into these Terms.

14.7 Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.8 Amendments

Polygon reserves the right to modify all or any part of this Agreement at any time by posting a revised version of the modified Terms or terms incorporated by reference or by notifying Customer. The modified Agreement is effective upon posting or, if Polygon notifies Customer, then as stated in the notice. By continuing to use the Services after the effective date of any modification to this Agreement, Customer agrees to be bound by the modified Agreement. It is Customer's responsibility to check the Services regularly for modifications to this Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in a writing signed by the Parties.

14.9 Force Majeure

Neither Party will be liable for any failure or delay in the performance of any of their respective obligations (other than confidentiality obligations and payment obligations) if prevented from doing so by a cause or causes beyond its reasonable control (a "**Force Majeure Event**"). Without limiting the generality of the foregoing, Force Majeure Events include fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of third-party vendors including Third-Party Providers, Internet slow-downs or failures, computer hackers or other causes that are beyond a Party's reasonable control. Failure to meet due dates or time schedules resulting from a Force Majeure Event will extend the due dates or time schedules for reasonable periods of time as determined by the Parties in good faith.

14.10 Relationship of the Parties; No Third-Party Beneficiaries

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third party beneficiaries to this Agreement unless otherwise required by a Third-Party Provider.