

Dinari, Inc. API License Agreement

Last updated
June 11, 2024

THIS API LICENSE AGREEMENT (THIS “**AGREEMENT**”) GOVERNS THE SERVICE OFFERED BY DINARI INC. (“**DINARI**”). BY ACCEPTING THESE TERMS, AND ACCESSING THE SERVICES OFFERED BY DINARI (SUCH TERMS, THE “**DINARI TOS**”), YOU (THE “**LICENSEE**”) ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. THE DINARI TOS SHALL EXPRESSLY INCLUDE ANY APPLICABLE TERMS SET FORTH [HERE](#). THIS AGREEMENT EXPRESSLY INCLUDES AND INCORPORATES ALL APPLICABLE DINARI TOS. YOU AGREE TO BE BOUND BY THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF LICENSEE DOES NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT USE OR ACCESS THE SERVICE.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “LICENSEE” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OR ACCESS THE SERVICE.

1. DEFINITIONS

- 1.1. Affiliate: means, with respect to a specified entity, (i) an entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Licensee, and (ii) an entity that directly or indirectly through one or more intermediaries, is controlled by the Licensee, in each case where the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise..
- 1.2. API Keys: means the confidential security keys provided by Dinari to Licensee for Licensee’s use of the API, such as to authenticate, facilitate, or enable Licensee’s Application’s API requests.
- 1.3. Application: means the website or other interface that Licensee develops, owns, or operates to interact with the API.
- 1.4. Documentation: means any and all written information provided or made available to Licensee by Dinari including information related to the Service, API, and Dinari Data. Documentation may be provided on Dinari’s website or otherwise at Dinari’s discretion.
- 1.5. Dinari Data: means all of the information, data, content, and other material provided or made available by Dinari. Dinari Data does not include information that Licensee may obtain independent of Dinari and the API.

- 1.6. Licensee Data: means any information, data, content, or other material provided by or on behalf of Licensee to Dinari in connection with the Service (as defined below). Licensee Data does not include any information or data that is on-chain or that is otherwise publicly available.
- 1.7. Licensee Users: means any end users of the Application, Licensee's service providers, and any sublicensees of the Application who are authorized by, employed by, or affiliated with Licensee.
- 1.8. Privacy Policy: means the Privacy Policy found [here](#).

2. DINARI TOS

This Agreement will be implemented through the applicable Dinari TOS. Any change to the terms of this Agreement within such Dinari TOS will apply only to those services described therein. Dinari may provide those services described in the Dinari TOS directly, or indirectly using Affiliates, contractors or other third-party vendors or service providers.

3. SERVICES

3.1. Use of API.

- 3.1.1. API License. Subject to all terms and conditions of this Agreement, Dinari hereby grants Licensee a non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide, royalty-free, and limited license to use and access any Dinari Application Programming Interface, including any applicable terms set forth in the [Dinari TOS](#), and the accompanying Documentation provided by Dinari (collectively, the "**API**") and, if applicable, any Professional Services (defined below), solely during the Term of this Agreement and solely for Licensee's internal business purposes, to enable the Application to interact with Dinari's API to retrieve information, including Dinari Data, and otherwise as specified in the Dinari TOS (collectively, the "**Service**").
- 3.1.2. API Keys. Dinari will provide Licensee with API Keys that permit Licensee to access the Dinari API. Any API Key is the property of Dinari and may be revoked (i) if Licensee shares them other than as allowed under this Agreement, or (ii) if any API Key is compromised, or (iii) if Licensee violates any term of this Agreement, or (iv) if either party terminates this Agreement. Licensee agrees to promptly inform Dinari of any changes to the usage of its API Key, including but not limited to when a Licensee User should have their API Key disabled (e.g., due to termination of such user's employment or business relationship with Licensee).
- 3.1.3. API Call Limitations. Subject to the Dinari TOS and Section 4 of this Agreement, Licensee will be permitted to make a maximum number of one million API calls per any rolling 30-day period. Dinari may suspend or terminate Licensee's access to the API immediately upon notice to Licensee in the event of excessive usage. There will not be any roll over for unused calls in any 30-day period.

- 3.1.4. Use of Dinari Data. Subject to the terms and conditions of this Agreement, Dinari hereby grants Licensee a non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide, royalty-free, and limited license to use and access the Dinari Data, solely during the Term of this Agreement and solely in connection with the Service.
- 3.1.5. Data Privacy. Licensee must comply with all restrictions set forth in this Agreement, the Dinari TOS, and the Privacy Policy in all uses of the API and Service, and in with its Application.
- 3.1.6. Marks. Licensee must respect all Dinari intellectual property such as trademarks.
- 3.2. Restrictions. Licensee may not use or access (and may not facilitate or enable others to use or access) the API, and API Key, or any Dinari Data in any way not expressly permitted under this Agreement. Non-permitted use of the API, API Key, or Dinari Data will be grounds for immediate termination of this Agreement in Dinari's sole and absolute discretion. For example (and not to be an inclusive list), Licensee agrees that it will not facilitate or enable others to:
 - 3.2.1. Distribute, publish, or allow access or linking to the API or Dinari Data from any location or source other than the Application;
 - 3.2.2. Enable or permit the disclosure of Dinari Data other than as authorized under this Agreement;
 - 3.2.3. Perform security or performance testing against the API without Dinari's prior written authorization;
 - 3.2.4. Disclose, sell, resell, rent, lease, license, sublicense, distribute, redistribute, syndicate, copy, store, create derivative works of, assign or otherwise transfer, transmit, or commercialize, in whole or in part, any API, API Key, or Dinari Data, except as expressly permitted herein;
 - 3.2.5. Use, copy, distribute or modify the API, API Key, or Dinari Data in any "service bureau" or "timesharing" or similar business;
 - 3.2.6. Modify, decompile, reverse engineer or otherwise alter or misappropriate the API or any Dinari Data;
 - 3.2.7. Knowingly create an Application that may be used to violate the rights of third parties, any applicable Dinari policy, applicable law or for any other unauthorized purpose;
 - 3.2.8. Use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any Documentation provided to Licensee by Dinari;
 - 3.2.9. Have the Application or Licensee's use of Dinari Data or the API: (i) be false, inaccurate, or misleading; (ii) infringe on any third party's copyright, patent, trademark, trade secret, or other property rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance, contract, regulation, or generally accepted practice in all relevant jurisdictions (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination or false advertising); (iv) be defamatory, trade libelous, threatening, or harassing; (v) contain any viruses or other computer programming routines that may damage, detrimentally interfere with,

- surreptitiously intercept or expropriate any system or data; or (vi) create liability for Dinari to lose (in whole or in part) the services of its ISPs or other suppliers;
- 3.2.10. Provide any data or information to Dinari unless Licensee represents and warrants that it is accurate and Licensee has all rights necessary to provide such data or information to Dinari, and for Dinari to use such data or information;
 - 3.2.11. Create or attempt to replicate Dinari's products or services or create a substitute or similar service or product as that of the API or Dinari's primary services, in each case, through use of or access to the API;
 - 3.2.12. Interfere with, modify, or disrupt any features or functionality of the API, including without limitation any such mechanism used to restrict or control the functionality of the API;
 - 3.2.13. Defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the API;
 - 3.2.14. Remove or alter any notices or marks on the API.
- 3.3. API Support Services. Subject to Licensee's compliance with the terms and conditions of the Agreement, Dinari will use commercially reasonable efforts to make the Service available to Licensee as set forth in the Service Level Agreement attached as **Exhibit A**.
- 3.4. Professional Services. Any professional services outside the scope of this Agreement will only be provided when agreed upon by the parties and must be specified a separate written agreement signed by both parties ("**Professional Services**").
- 3.5. Custom Integrations. Any custom integrations are outside the scope of this Agreement and will only be provided when agreed upon by the parties and must be specified a separate written agreement signed by both parties ("**Custom Integrations**").

4. SERVICE MODIFICATIONS

Dinari may modify or update/upgrade the API, permitted API calls, the permitted uses under this Agreement, any Dinari Data, any of the benefits and/or features provided in connection with Licensee's use of the API, or otherwise modify the Service (in whole or in part) at its sole discretion and at any time with or without notice to Licensee. Modifications may affect the Application and may require Licensee to make changes to the Application at Licensee's own cost to continue to be compatible with or interface with the API or the Service. Dinari will use commercially reasonable efforts to notify Licensee of any material changes in advance of the effective date of any such change. If Dinari provides Licensee with any upgrades, patches, enhancements, or fixes for the Service, then the items that are provided will become part of the Service and subject to this Agreement. However, Dinari shall have no obligation under this Agreement to provide any upgrades, patches, enhancements, or fixes to Licensee for the Service.

5. MONITORING AND ENFORCEMENT; BREACH AND REMEDY

If Dinari, in its reasonable discretion, believes that Licensee or any of Licensee's users of the API have breached this Agreement, or that Licensee or such users have engaged in

fraudulent activity, Dinari may take any and all steps it deems appropriate, including suspending Licensee's license to use the API, immediately terminating Licensee's access to the Service, and/or reducing Licensee's access to all or some of the API or its functionality.

6. OWNERSHIP

- 6.1. **Dinari Ownership.** Except for the limited rights and licenses expressly granted to Licensee hereunder, no other license is granted, no other use is permitted and Dinari (and its licensees) shall retain all rights, title and interests (including all intellectual property rights) in and to the Service, the API, the Dinari Data and any Custom Integrations (if applicable), including all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information that are used by Dinari in providing the foregoing, any copies, derivative works or enhancements thereof, and all trademarks, names, logos, all rights to patent, copyright, trade secret and other proprietary or intellectual property rights. Dinari may use its analysis of the Service access and related data and performance information to improve the Service and other Dinari products and services. Dinari shall own all right, title and interest in and to such analyses, data and performance information. Licensee agrees not to do anything inconsistent with the foregoing ownership.
- 6.2. **Licensee Ownership.** Licensee retains all rights, title and interest in and to all intellectual property rights embodied in or associated with the Application and Licensee Data, excluding the aforementioned rights in Section 6.1 above owned by or licensed to Dinari. Without limiting the foregoing, Licensee hereby grants to Dinari during the Term a worldwide, non-transferable, non-exclusive, royalty-free license to use, copy, access, process, reproduce, perform, display, modify, distribute, transmit, operate, maintain, store and prepare derivative works of the Licensee Data, in each case only as necessary (a) to provide the Service to Licensee under this Agreement, (b) for internal technical purposes, and (c) to report trading activity on Dinari's platform and services. There are no implied licenses under this Agreement, and any rights not expressly granted to Licensee hereunder are reserved by Dinari or its suppliers. Licensee will not take any action inconsistent with Dinari's ownership of the Service, the API, the Dinari Data or any Custom Integrations (if applicable). Neither party will exceed the scope of the licenses granted hereunder.
- 6.3. **Feedback.** In the event that Licensee provides information regarding experience using the Service, suggestions, comments, or other feedback about the Service (all such communication, "**Feedback**"), Licensee hereby assigns to Dinari all right, title and interest in and to Feedback, and Dinari is free to use such Feedback without payment or restriction.
- 6.4. **Aggregate Data.** Licensee agrees that Dinari is free to disclose aggregate measures of usage and performance, and to reuse all general knowledge, experience, know-how,

works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Service hereunder (“**General Knowledge**”), including that it could have acquired performing the same or similar services for another company.

Licensee further agrees that Dinari shall have a perpetual, worldwide, non-exclusive, royalty-free, irrevocable right and license (a) to create anonymized compilations and analyses of (i) data regarding Licensee’s use of the Service that is combined with data from numerous other companies, and (ii) the Licensee Data (“**Aggregate Data**”), (b) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data (“**Analyses**”) and (c) to create, develop, enhance algorithms, machine learning and other generally available tools in connection with the Service using anonymous Aggregate Data. Dinari shall own all right, title and interest in and to such Aggregate Data and Analyses and shall have the exclusive right to use such Aggregate Data and Analyses for any purpose, including, but not limited to product improvement and marketing to other companies of the Service. Aggregate Data shall not identify Licensee’s identity or any Licensee Users.

7. FEES AND PAYMENTS

- 7.1. **Licensee Fees.** Licensee agrees to pay any applicable fees owed under this Agreement, as set forth in Exhibit B (the “**Fees**”). Fees will be invoiced as specified below and as set out in the Dinari TOS. If Licensee fails to make payment by the due date, Dinari will have the right to charge interest at the maximum rate permitted by applicable law until Licensee pays all amounts due and seek all costs associated with the collection of such fees from Licensee.
- 7.2. **Payments.** Unless otherwise specified in the Dinari TOS, all fees are due and payable immediately upon receipt of the invoice. Dinari may terminate or suspend this Agreement and Licensee’s access to the API without notice to Licensee if Licensee fails to pay. All payments are non-refundable, except as otherwise specified in the Dinari TOS.
- 7.3. **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). Licensee is responsible for paying all Taxes associated with the Service under this Agreement and the Dinari TOS, excluding Taxes based solely on Dinari’s net income. If Dinari is deemed to have the legal obligation to pay or collect Taxes for which Licensee is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Licensee, unless Licensee provides Dinari with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 7.4. **End User Fees.** Licensee acknowledges and agrees that Dinari may charge Licensee Users fees in connection with certain transactions, as further set forth in the Dinari TOS, which may be updated from time to time. Licensee hereby agrees to clearly communicate the existence of such Service Fees, and all related information thereto, to each of its Licensee User prior to each Licensee User’s use of the Service. Licensee shall be solely responsible for ensuring each of its Licensee Users is made aware of the

Service Fees, and Dinari expressly disclaims all responsibility related thereto.

8. WARRANTIES AND DISCLAIMERS

- 8.1. **General.** Each party represents and warrants that: (i) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (ii) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (iii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.
- 8.2. **Licensee.** Licensee further represents and warrants that:
- 8.2.1. **Compliance With Laws.** At all times during the Term of this Agreement, Licensee, the Application, and Licensee's use of the Service and any Custom Integrations (if applicable) will comply with all applicable laws and regulations.
- 8.2.2. **Anti-Money Laundering / Financial Crimes Compliance.** Any funds that are or will be used by Licensee or Licensee Users for trading were not and are not directly or indirectly derived from any activities that contravene any law, rule, regulation or order (including anti-money laundering laws and regulations) applicable to Licensee. None of: (a) Licensee; (b) any Affiliate of Licensee; (c) any person having a beneficial interest in Licensee; (d) any person for whom Licensee is acting as agent or nominee in connection with this Agreement; or (e) Licensee Users is: (i) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC Programs, regardless of whether or not they appear on the OFAC list; or (ii) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
- 8.2.3. **Licensee's Independent Investigation and Non-Reliance.** Licensee is sophisticated, experienced and knowledgeable in the business of cryptocurrency, blockchain, and utilizing associated technology including the API. Licensee has conducted an independent investigation of the API and the matters contemplated by this Agreement, has formed its own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making its determination to enter this Agreement, Licensee has relied solely on the results of such investigation and such independent judgement. Licensee hereby irrevocably disclaims and disavows reliance upon any statements or representations made by or on behalf of, or information made available by, Dinari, in determining to enter into this Agreement and integrating with the API.
- 8.3. **Disclaimers.** DINARI IS PROVIDING THE SERVICE AND ANY CUSTOM INTEGRATIONS (IF APPLICABLE) ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, DINARI HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED OR OTHERWISE), ORAL OR WRITTEN, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, QUIET ENJOYMENT, INTEGRATION, OR COMPLETENESS OF ANYTHING PROVIDED IN RELATION TO THIS AGREEMENT. DINARI AND ITS LICENSEES DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR ANY CUSTOM INTEGRATIONS (IF APPLICABLE) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (B) THE SERVICE OR ANY CUSTOM INTEGRATIONS (IF APPLICABLE) WILL MEET REQUIREMENTS OR EXPECTATIONS, OR (C) THE SERVICE, OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE, OR ANY CUSTOM INTEGRATIONS (IF APPLICABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DINARI WILL HAVE NO LIABILITY WHATSOEVER WITH REGARD TO ANY DINARI DATA.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DINARI OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF DINARI OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DINARI'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID TO DINARI FOR THE APPLICABLE SERVICE FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

10. INDEMNIFICATION

Licensee will indemnify, defend, and hold Dinari, its employees, agents, consultants, subsidiaries, partners, Affiliates, and licensees harmless against any and all third-party claims, costs, losses, damages, liabilities, judgments, and expenses (including reasonable fees of attorneys and other professionals) that may arise from or are related to (i) use of the Service or any Custom Integrations (if applicable); (ii) the development, maintenance, use, provision and contents of the Application or Licensee Data, including but not limited to any infringement of any third-party proprietary, intellectual property or privacy rights; (iii) Licensee's negligence or willful misconduct; (iv) Licensee's breach of this Agreement; or (v) any Licensee User, including but not limited to any claims related to Licensee User's use of the Service or any fees charged by Dinari related thereto.

11. TERM AND TERMINATION

11.1. Term. The term of this Agreement shall commence on the date in which Licensee accepts the terms of this Agreement, including the applicable Dinari TOS, and will remain in effect for twelve (12) months, unless terminated in accordance with Section 11.2 below (the "**Term**").

11.2. Termination.

11.2.1. Termination for Cause. This Agreement may otherwise be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within 90 days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

11.2.2. Effect of Termination. Upon the expiration or termination of the Dinari TOS or this Agreement, all corresponding rights, obligations and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive; and (b) Licensee shall cease using, destroy and remove from all computers, hard drivers, networks and other storage media all copies of the Service, including any Dinari Data within ten (10) days after termination (if Licensee continues to use the Service, then Dinari reserves the right to continue to charge Licensee) and provide written proof of destruction to Dinari upon Dinari's request. Termination of this Agreement shall terminate all outstanding Dinari TOS.

11.2.3. Survival. The following Sections will survive any termination of this Agreement: Definitions (Section 1), Restrictions (Section 3.2), Ownership (Section 6), Fees (Section 7), Warranties and Disclaimers (Section 8), Limitation of Liability (Section 9), Indemnification (Section 10), Effect of Termination (Section 11.2.2), Survival (this Section 11.2.3), Confidentiality (Section 12), Publicity (Section 13), and Miscellaneous (Section 14).

12. CONFIDENTIALITY

12.1. Confidentiality Obligations. During the Term of this Agreement, from time to time, either party may disclose (the "**Disclosing Party**") or make available to the other party (the "**Receiving Party**") or its Affiliates or agents, whether orally, electronically or in physical form, confidential or proprietary information, or information of a competitively sensitive nature, whether marked or unmarked, concerning the Disclosing Party or its Affiliates or agents, or the Service, in connection with this Agreement (together, "**Confidential Information**"). Confidential Information of each party includes, without limitation, business plans, company relationships, acquisition plans, systems architecture, information systems, computer programs and codes, processes, methods, operational procedures, finances, budgets, policies and procedures, product plans, projections, analyses, plans or results, and any other

information which is normally and reasonably considered confidential. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party in accordance with this Agreement and for the sole purpose of this Agreement; and (b) except as necessary to perform its obligations under the Agreement, it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are subject to obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. The Receiving Party shall exercise the same degree of care with the Disclosing Party's Confidential Information as it exercises with its own confidential and proprietary information, but in no event less than a reasonable degree of care. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party.

- 12.2. Confidentiality Exclusions. For purposes hereof, Confidential Information will not include any information that the Receiving Party can establish: (a) was previously known by the Receiving Party; (b) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (c) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (d) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).
- 12.3. Required Disclosures. Nothing herein shall prevent a Receiving Party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the Receiving Party shall use reasonable efforts to (a) to the extent permitted by law, promptly notify the Disclosing Party in writing of such requirement to disclose and (b) cooperate with the Disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order. Once there is alignment across all parties, both the Disclosing party and the Receiving party undertake to cooperate with all competent authorities, including any other persons designated by them.
- 12.4. Injunctive Relief. The parties acknowledge and agree that the disclosure of Confidential Information may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that the Disclosing Party may be entitled to seek an injunction in the event the Receiving Party violates or threatens to violate the provisions of this Section 12, and that no bond will be required. This remedy will be in addition to any other remedy available at law or equity.

13. PUBLICITY

The parties agree that there will be no publicity about this agreement or the relationship between Dinari and Licensee unless the parties work together in good faith to engage in

specific publicity efforts.

14. MISCELLANEOUS

- 14.1. **Entire Agreement.** This Agreement (including the Dinari TOS) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement. In the event of any conflict between the terms of this Agreement and the Dinari TOS, the Dinari TOS shall control. This Agreement supersedes any vendor forms, order forms, invoices, policies, or other terms and conditions provided by Dinari. This Agreement may be executed in one or more counterparts, each of which shall be an original, but taken together constituting one and the same instrument. Execution of an electronic copy shall have the same force and effect as execution of an original, and an electronic signature shall be deemed an original and valid signature. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is in English only, which language shall be controlling in all respects.
- 14.2. **Modifications.** Dinari reserves the right to modify or update this Agreement, in whole or in part, at any time in its sole discretion. Dinari will use commercially reasonable efforts to notify Licensee of any material changes in advance of the effective date of any such change. Licensee's continued use of the Service following any such change will constitute Licensee's acceptance of such changes. This Agreement may not otherwise be amended, except by a written agreement executed by Dinari and Licensee.
- 14.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law provisions. Exclusive jurisdiction and venue for any action arising under this Agreement shall be in the federal and state courts located in Santa Clara County, California, and both parties hereby consent to such jurisdiction and venue for this purpose. In any action to enforce its rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement.
- 14.4. **Remedies.** Licensee acknowledges that any breach of this Agreement by it or its employees or agents will give rise to irreparable injury to Dinari and not adequately compensated by damages. Accordingly, Dinari will be entitled to equitable relief, including injunctive relief and specific performance against any breach or threatened

breach of this Agreement, in addition to any other legal remedies that may be available. Except as specifically provided otherwise herein, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity.

- 14.5. **Notices.** All notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.
- 14.6. **Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood, strike, war, insurrection, riot, act of God or the public enemy, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, failures in any telecommunications, network or other service or equipment that are not within a party's reasonable control, unauthorized access, breach of firewalls or other hacking by third parties, instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), the affected party's performance shall be excused or extended for the period of delay or inability to perform due to such occurrence.
- 14.7. **Assignment.** Licensee may not assign, delegate, or transfer this Agreement or any rights or obligations hereunder, or Licensee's account used to access the Service, in any way (by operation of law or otherwise) without Dinari's prior written consent. Dinari may transfer, assign, or delegate this Agreement and its rights and obligations without consent. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of each party hereto.
- 14.8. **Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, Licensee and Dinari. This Agreement will not be deemed to create any rights in third parties or to create any obligations of a party to any third parties
- 14.9. **Independent Contractors.** Neither this Agreement, nor and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

EXHIBIT A

DINARI API SERVICE LEVEL AGREEMENT

This API Service Level Agreement (“**SLA**”) governs the use of the Dinari API under the terms of the Dinari API License Agreement and Dinari TOS between Dinari and the Licensee.

Unless otherwise provided herein, this SLA is subject to the terms of the Terms of Service and capitalized terms will have the meaning specified in the License or Dinari TOS, as applicable. Dinari reserves the right to change the terms of this SLA in accordance with the terms of the License.

Dinari will use commercially reasonable efforts to ensure that Dinari API is available with a Monthly Uptime Percentage of at least 99.99% during any monthly billing cycle (the “Service Commitment”).

If Dinari fails to meet the Service Commitment with respect to the monthly uptime commitment below, Dinari will provide the following Service Credits:

| Monthly Uptime | Estimated Downtime | Service Credit |
|----------------|--------------------|------------------------------|
| 99.9% or above | ~45 minutes | None. Meets expectations |
| 99% or above | ~450 minutes | 50% monthly service credits |
| below 99% | | 100% monthly service credits |

In addition, Dinari guarantees 100% availability of its smart contracts, dependent on blockchain and their node provider availability which is outside of Dinari control.

Support for the API will be provided primarily over Slack, Telegram or video conference as set forth below:

| Priority | Description | Response Time |
|----------|---|-----------------------|
| High | Service completely unavailable or critical functionality is unavailable without a workaround, security issues, data integrity issues, financial issues. | 2 hours, 24x7x365 |
| Medium | Intermittent issues or issues with performance. Functionality issues with available workarounds. | 6 hours, market days |
| Low | Enhancements, new features, technical questions. | 8 hours, market hours |

Availability with respect to monthly uptime, smart contract availability and support as set out in this SLA is defined as 24 hours a day, 7 days a week, excluding: (i) scheduled maintenance; (ii) downtime due to acts of Licensee, its vendor(s), or other licensors, or any third party infrastructure, connections, utilities, or equipment; or (iii) downtime related to any other forces beyond the reasonable control of Dinari (such as internet outages or outages with respect to Licensee's network or internet access).

Licensee will be responsible for the maintenance, management, and accuracy of its Licensee Data, as well as all software, hardware and services it uses to access the Service, including the Application.

EXHIBIT B

DINARI API AND SERVICE FEES

The pricing term for API access and the underlying Dinari Services are det out as follows:

- API Access: \$200/month for up to 1,000,000 API requests/month. (higher volume usage available by request)
- Order Fees:
 - Applied on buy and sell orders against the order value (not inclusive of gas fees)
 - Progressive pricing available by buy volume:

| Cumulative Volume | Order Fee |
|----------------------------|-----------------------------|
| \$0 - \$100,000 | 50 bps (0.50%) - list price |
| \$100,001 - \$1,000,000 | 40 bps (0.40%) |
| \$1,000,001 - \$10,000,000 | 35 bps (0.35%) |
| \$10,000,001+ | 25 bps (0.25%) |

- Buy fees: 1 USDC/order + Order Fee (*Order Fee waived for the first 12-months.*)
- Sell fees: 1 USDC/order + Order Fee.
- Network fees: to be paid by Licensee directly; they are not covered by this License.

Payment Terms:

- Fixed costs payment terms will be paid annually in advance by invoice.
- Variable costs will be automatically deducted from every transaction per the Dinari TOS applicable at the time of the transaction, and as such costs may be reduced by Dinari due to order volume as described above.