

**IMPORTANT: THIS DATA-AS-A-SERVICE AGREEMENT ("AGREEMENT") IS A BINDING AGREEMENT BETWEEN THE PERSON OR ENTITY ACCESSING OR USING THE SITE, INTERFACE, OR ORDERING SERVICES ("YOU" OR "USER") AND NAZARE OPERATIONS LTD ("DOURO LABS" OR "WE"). BY ACCESSING OR USING THE SITE, SERVICES, OR INTERFACE, OR BY CLICKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "I AGREE" AND DO NOT ACCESS OR USE THE SITE, SERVICES OR INTERFACE. AS FURTHER DESCRIBED IN SECTION 1, YOU ARE EITHER A "SITE VISITOR" OR A "CUSTOMER" DEPENDING ON WHETHER YOU HAVE PLACED AN ORDER FOR SERVICES, AND CERTAIN PROVISIONS OF THIS AGREEMENT APPLY ONLY TO CUSTOMERS.**

THE SECTION BELOW TITLED "CLASS ACTION WAIVER" CONTAINS A BINDING CLASS ACTION WAIVER. SUCH SECTION AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

This Agreement governs access to and use of the website and web-based applications made available by Douro Labs at <https://dourolabs.xyz>, <https://pyth.com>, and <https://pythdata.app> (collectively, the "Site"), the Services, the Interface, and Data made available by Douro Labs. The Site, Services, and Interface shall hereafter be referred to as the "Douro Labs Properties".

Douro Labs provides services that enable access to certain data, including financial and market data (the "Data"). Douro Labs provides Customers (as defined herein) access to the Douro Labs Properties and Data as a mirrored service. Site Visitors (as defined herein) do not receive Services or access to the Interface under this Agreement and are granted access solely to the publicly available portion of the Site. By accessing or using the Douro Labs Properties you agree to be bound by this Agreement, which incorporates by reference the Privacy Notice located at <https://www.dourolabs.xyz/Privacy-Notice.pdf>.

Capitalized terms used herein may be defined in the Section in which they are presented, or in the Definitions Annex below.

## **1. SCOPE OF AGREEMENT; USER CATEGORIES.**

**1.1 The Site.** This Agreement governs your access to and use of the Douro Labs Properties, including both the publicly accessible portions of the Site and, if applicable, any Services ordered by you.

**1.2 User Categories.** Users of the Site fall into one of two categories:

(a) "Site Visitors" are users who access the publicly available portions of the Site without receiving access to the Interface or Services. Site Visitors may browse and access Data that Douro Labs makes publicly available on the Site without registration or login.

(b) "Customers" are users who have affirmatively placed an Order with Douro Labs for subscription-based Services, which may include access to the Interface, enhanced Data feeds, and support services.

Each "Customer" and "Site Visitor" is a User for purposes hereof.

**1.3 Applicability of Terms.**

(a) The following provisions of this Agreement apply to all users of the Site, including both Customers and Site Visitors: Section 1 ("Scope of Agreement; Site Visitors"), Section 5.6 ("Feedback"), Section 6.4 ("Disclaimer"), Section 7.3(b) ("Indemnification by Site Visitor"), Section 8 ("Limitation of Liability"), Section 9 ("General Provisions"), and the Definitions Annex.

(b) Sections 1.5 ("Site Visitor Representations"), 1.6 ("Termination of Site Visitor Access") apply only to Site Visitors.

(c) All other provisions of this Agreement apply only to Customers who have placed an Order for Services.

(d) Site Visitors are not entitled to any support services, access to the Interface, or any other Services or features reserved for Customers under this Agreement.

**1.4 Restrictions on Use; Prohibited Activities.** Any violation of this Section 1.4 shall be deemed a material breach of this Agreement and may result in immediate termination of access to the Douro Labs Properties pursuant to Section 4.1. Notwithstanding any other provision of this Agreement, Douro Labs may immediately suspend Customer's and its Authorized Users' access to the Interface and Services (including all API access) if Douro Labs, in its reasonable discretion, determines that Customer's account or usage patterns involve a violation or suspected violation of any restriction set forth in this Section 1.4, or any other conduct that Douro Labs reasonably believes poses a material risk to Douro Labs, other customers, or the integrity of the Services. Upon suspension, Douro Labs shall provide Customer with written notice describing, to the extent permitted by Applicable Law, the basis for the suspension and the information or documentation Customer must provide to demonstrate that its account and usage comply with this Agreement ("Remediation Evidence"). Customer shall have ten (10) business days from receipt of such notice to provide the Remediation Evidence. Douro Labs shall restore access in its reasonable discretion. If Customer fails to provide satisfactory Remediation Evidence within the ten (10) business day period, Douro Labs may treat such failure as a material breach of this Agreement and proceed with termination pursuant to Section 4.1. Douro Labs shall not be liable to Customer for any Losses arising from a suspension made in good faith pursuant to this Section 1.4. All Users of the Site, including Customers and Site Visitors, shall not (and shall not authorize or knowingly permit any third party to):

(a) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, algorithms, file formats, or interface protocols of the Douro Labs Properties or of any files contained therein;

(b) copy, modify, adapt, or translate the Douro Labs Properties, or otherwise make any use, sell, resell, distribute, publish, disclose, or sublicense the Douro Labs Properties, or any other content on the Site other than as expressly permitted under this Agreement (or, in the case of Site Visitors, for personal, non-commercial informational purposes);

(c) remove or modify any proprietary markings or restrictive legends placed in the Data or Douro Labs Properties;

(d) use the Douro Labs Properties or Data in violation of any Applicable Law;

(e) use automated means (including bots, scrapers, or similar technologies) to access or collect Data from the Douro Labs Properties without Douro Labs' prior written consent;

(f) attempt to gain unauthorized access to, probe, scan, or test the vulnerability of, any portion of the Douro Labs Properties or any systems or networks connected to the Site, or breach any security or authentication measures;

(g) use any Douro Labs Properties or any Data to create, calculate, publish, or otherwise contribute to the development or maintenance of any index, rate, or other data series that could reasonably be considered a benchmark within the meaning of applicable benchmark regulations, including but not limited to Regulation (EU) 2016/1011 (the EU Benchmarks Regulation, as amended), the UK Benchmarks Regulation, or any similar laws or regulations in any jurisdiction (collectively, "Benchmark Laws"), or in any manner that would result in Douro Labs being deemed a benchmark administrator, contributor, or otherwise subject to obligations under any Benchmark Laws;

(h) use the Douro Labs Properties or Data for any fraudulent or malicious purpose, including without limitation any activity that constitutes market manipulation, front-running, spoofing, layering, any other practice prohibited under applicable securities, commodities, or financial markets laws or regulations, or any activity involving the financing of terrorism, money laundering, sanctions evasion, or any other activity prohibited under applicable anti-money laundering, counter-terrorism financing, or sanctions laws or regulations;

(i) use the Douro Labs Properties or Data to develop, train, or improve any machine learning model, artificial intelligence system, or similar automated decision-making system without Douro Labs' prior written consent;

(j) use the Douro Labs Properties or Data in any manner that competes, directly or indirectly, with any product or service offered by Douro Labs, or to replicate or substitute any product or service offered by Douro Labs, without Douro Labs' prior written consent;

(k) introduce, upload, or transmit any Malicious Code or any content that could damage, interfere with, or disrupt the integrity, performance, or availability of the Douro Labs Properties or any related systems or networks;

(l) impersonate any person or entity or misrepresent any affiliation with any person or entity in connection with use of the Douro Labs Properties;

(m) engage in any activity that could impose an unreasonable or disproportionately large load on Douro Labs' infrastructure, or that otherwise interferes with the proper functioning of the Douro Labs Properties;

(n) circumvent or attempt to circumvent any technical or contractual access controls, usage limits, or rate limits applicable to the Douro Labs Properties, including those set forth in Section 2.4;

(o) share, transfer, or permit any third party to use Customer's API keys or access credentials;

(p) use API keys or access credentials issued to any other customer or third party; or

(q) encourage, assist, or authorize any other Person to engage in any of the activities described in this Section 1.4.

**1.5 Site Visitor Representations.** By accessing the Site, each Site Visitor represents and warrants that: (i) they are at least eighteen (18) years of age (or the age of majority in their jurisdiction, if higher); and (ii) their use of the Site will comply with all Applicable Laws.

**1.6 Termination of Site Visitor Access.** Douro Labs may terminate or suspend any Site Visitor's access to the Site at any time, with or without cause, without notice.

**1.7 Third-Party Links.** The Site may contain links to third-party websites or resources. Douro Labs provides these links for convenience only and is not responsible for the content, products, or

services offered by third parties. Douro Labs does not endorse and is not liable for any third-party websites, and Users access such websites at their own risk.

## 2. **SUBSCRIPTION TERMS.**

**2.1 Subscription.** During the Subscription Term Douro Labs shall provide the Services to Customer's Authorized Users, which shall allow for such Authorized Users to access the Interface and use the Data . Customer is responsible for the acts and omissions of its Authorized Users and any other Person who accesses and uses the Interface using any of Customer's or its Authorized Users' access credentials.

**2.2 Service Levels and Support.** Douro Labs's service level agreement and support services for Customers are set forth in Schedule A. You acknowledge and agree that your sole remedy for any failure of Douro Labs to meet the commitments in Schedule A (including but not limited to, any Service Level Failures as described therein) shall be the receipt of service credits as described in Section 6(c) thereof.

**2.3 Modifications; No Contingency for Future Commitments.** The Interface may, from time to time, be modified by adding, deleting, or modifying features to improve the user experience. Unless otherwise expressly agreed by the Parties in writing, Customer agrees that payment of the Fees under this Agreement is not contingent on the delivery of any future Interface functionalities or features or any other future commitments, except as expressly set forth in this Agreement.

**2.4 Rate Limits.** Customer's access to and use of the Interface is subject to the following rate limits:

(a) Subscription Limits. Customer may maintain no more than twenty (20) Concurrent WebSocket Connections at any time. Of the twenty (20) permitted Concurrent WebSocket Connections, no more than ten (10) may be Signature-Enabled Connections.

(b) Feed Consumption Limits. Customer may consume or access no more than two hundred (200) unique Data feeds in the aggregate across all WebSocket Connections at any given time. Additional fees may apply if Customer exceeds this limit or requests entitlement to additional Data feeds, as set forth in an applicable Order or as otherwise agreed in writing by the Parties.

(c) HTTP Request Limits. Customer shall not issue more than one hundred (100) HTTP requests to the Interface per second, measured as an average across any rolling one- (1) second window. Douro Labs reserves the right to throttle, queue, or reject requests that exceed this limit without liability to Customer.

(d) Douro Labs may automatically throttle, delay, or reject Customer requests or connections that exceed the limits set forth in this Section 2.4. Sustained or repeated exceedances may constitute a material breach of this Agreement. Customer may request additional capacity, which Douro Labs may make available subject to additional fees, and technical feasibility.

**2.5 Branding Requirements; Pyth Logo License.** Whenever Customer or any of its Authorized Users displays, renders, or otherwise presents any Data to any end user or third party, Customer shall display the Pyth network logo (the "Pyth Logo") in a clear and reasonably prominent manner in connection with such display. Douro Labs hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Subscription Term to use and display the Pyth Logo solely for the purpose of complying with the foregoing obligation and in accordance with

any branding guidelines or usage specifications provided by Douro Labs to Customer in writing from time to time. Customer shall not alter, modify, distort, or otherwise alter the Pyth Logo in any manner not expressly authorized by Douro Labs. Customer acknowledges that all right, title, and interest in and to the Pyth Logo are owned exclusively by the applicable licensor, and Customer shall not acquire any ownership rights therein by virtue of this license. Douro Labs may revoke the license granted in this Section upon written notice to Customer for any reason, including but not limited to Customer's use of the Pyth Logo in a manner not authorized hereunder or in a manner that, in Douro Labs's reasonable judgment, is harmful to the Pyth brand or network. All goodwill arising from such use of the Pyth Logo shall inure to the benefit of Douro Labs, its Affiliates, and their respective licensors.

**2.6 Third-Party Agreement.** Customer agrees and understands that access to and/or use of Third Party Data may require Customer to enter in a Third Party Agreement. Customer agrees and understands that Douro Labs's obligation to provide the Services may be subject to: (a) Customer or any of its Affiliates entering into, remaining in compliance with and continuing to have in place a Third Party Agreement; and (b) any instruction given by a third party with respect to Customer's or any of its Affiliates access to any Third Party Data or any third-party services. If a Third Party Agreement applies, the terms of that Third Party Agreement shall apply with regard to such Third Party Data in addition to the terms of this Agreement and shall control in the event of a conflict between this Agreement and such Third Party Agreement. Without limitation, Douro Labs does not guarantee Customer's access to or use of, or have any liability for the provision of or use of any of the Third Party Data or any third party service (including any data that may incorporate or be derived from any Third Party Data).

### **3. FINANCIAL TERMS.**

**3.1 Fees.** All Fees are non-cancelable, and, unless otherwise set forth herein, non-refundable. Douro Labs may begin to charge the Fees immediately upon execution of an Order.

#### **3.2 Taxes.**

(a) All amounts payable under this Agreement are exclusive of sales and use taxes, value added taxes, and all other taxes and duties (except for any taxes on Douro Labs's net income, which shall be paid by Douro Labs), the costs of which such taxes and duties shall be charged by Douro Labs and paid by Customer in accordance with Section 3.3.

(b) If the Customer is required by or under any Applicable Laws to make any withholding or deduction, Douro Labs agrees to take commercially reasonable steps to avoid the withholding or deduction, provide exemption certificates if applicable, and otherwise act to mitigate the withholding or deduction. If any withholding or deduction is required notwithstanding such efforts, Douro Labs may gross up the Fee charged to Customer as is necessary to ensure that Douro Labs receives the full amount payable under this Agreement as if no such withholding or deduction had been made, subject to the tax savings provision of this Section.

**3.3 Payments.** Customer shall pay the Fees set forth in the applicable Order. Customer's payment of Fees shall be automatically charged to Customer when due through the payment method selected by Customer when entering into the Order. Except as otherwise expressly provided in this Agreement, Customer shall not be entitled by reason of any set-off, counter-claim, or other similar deduction to withhold payment of any amount due to Douro Labs.

**3.4 Suspension for Non-Payment.** Douro Labs may suspend the Services upon written notice to Customer if any portion of the Fee is past due. Douro Labs will not suspend the Services while Customer is disputing any invoiced amount reasonably and in good faith and is cooperating diligently to

resolve the dispute. If the Services are suspended for non-payment, Douro Labs may charge a re-activation fee to reinstate the Services.

**3.5 Promotions.** From time to time, Douro Labs may offer promotional pricing, discounts, trial periods, or other special offers (each, a "Promotion") in connection with the Services. All Promotions are offered at Douro Labs' sole discretion and are subject to such additional terms and conditions as Douro Labs may specify. Douro Labs reserves the right to modify, suspend, or terminate any Promotion at any time and without prior notice, including, without limitation, changing the eligibility requirements, duration, or terms of any Promotion. No Promotion shall be deemed a modification of the Fees set forth in any Order unless expressly stated in writing signed by Douro Labs. Customer's continued use of the Services following any modification or termination of a Promotion constitutes Customer's acceptance of such change. Promotions may not be combined with other offers unless expressly stated by Douro Labs.

#### **4. TERMINATION.**

##### **4.1 Termination.**

(a) In the event of a material breach of this Agreement by a Party, the other Party may terminate this Agreement by giving thirty (30) days prior, written notice to the breaching Party; provided, however, that this Agreement shall not terminate if the breach is curable and the breaching Party has cured the breach before the expiration of such thirty (30) day period.

(b) This Agreement is terminable immediately without notice by a Party if the other Party commits a material breach of this Agreement and the breach is not curable or if the other Party: (i) voluntarily institutes insolvency, receivership, or bankruptcy proceedings; (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within ninety (90) days of the filing of such proceeding; (iii) makes an assignment for the benefit of creditors; or (iv) undergoes any dissolution or cessation of business.

**4.2 Effect of Termination or Expiration.** In the event of any termination or expiration of this Agreement: (i) Douro Labs shall charge Customer (through the payment method selected by Customer for the applicable Order being terminated) for all amounts payable hereunder as of the effective date of termination or expiration; (ii) all rights granted hereunder to Customer shall immediately cease, Customer and its Authorized Users shall immediately cease all access to, and usage of, the Interface, and Customer shall immediately delete all Data in Customer's possession or control; and (iii) each Receiving Party shall either return to the Disclosing Party, or, at the Disclosing Party's direction, destroy and provide the Disclosing Party with written certification of the destruction of, all documents, computer files, and other materials containing any Confidential Information of the Disclosing Party that are in the Receiving Party's possession, custody, or control; provided, however, that each Receiving Party may keep a copy of such Confidential Information for legal and/or regulatory purposes and/or as part of any electronic archival back-up system.

**4.3 Survival.** The following provisions shall survive any termination or expiration of this Agreement: Section 1 ("Scope of Agreement: Site Visitors"), Section 3 ("Financial Terms: Audit Right") until all monies due have been paid in full and the audit period has expired, Section 4.2 ("Effect of Termination or Expiration"), Section 5 ("Confidentiality, Data, and Feedback"), Section 6.4 ("Disclaimer"), Section 7 ("Indemnification"), Section 8 ("Limitation of Liability"), Section 9 ("General Provisions"), the Definitions Annex, and this Section 4.3 ("Survival").

## **5. CONFIDENTIALITY AND FEEDBACK.**

**5.1 Use and Disclosure of Confidential Information.** The Receiving Party shall, with respect to any Confidential Information of the Disclosing Party: (i) use such Confidential Information only in connection with the Receiving Party's performance of its obligations and exercise of its rights under this Agreement; (ii) subject to Section 5.3 below, restrict disclosure of such Confidential Information to only those employees, consultants, and subcontractors of the Receiving Party who have a need to know such Confidential Information in connection with the Receiving Party's performance of its obligations and exercise of its rights under this Agreement; and (iii) except as expressly contemplated under the preceding clause (ii), not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

**5.2 Protection of Confidential Information.** The Receiving Party shall protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

**5.3 Compliance by Personnel.** The Receiving Party shall, prior to providing any employee, consultant, or subcontractor access to any Confidential Information of the Disclosing Party, inform such employee, consultant, or subcontractor of the confidential nature of such Confidential Information and require such employee or consultant to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information. The Receiving Party shall be responsible to the Disclosing Party for any violation of this Section 5 by any such employee, consultant, or subcontractor.

**5.4 Required Disclosures.** In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and shall use commercially reasonable efforts to insure that confidential treatment shall be afforded such disclosed portion of the Confidential Information.

**5.5 Irreparable Injury.** Each Party acknowledges that the other Party may be irreparably harmed by any breach of this Section, and agrees that such other Party may seek, in any court of appropriate jurisdiction, an injunction and/or any other equitable relief necessary to prevent or cure any such actual or threatened breach thereof, without the necessity of proving monetary damages or posting a bond or other security. The preceding sentence shall in no way limit any other legal or equitable remedy, including monetary damages, that the non-breaching Party would otherwise have under or with regard to this Agreement.

**5.6 Feedback.** Customer or Site Visitor may elect to provide Douro Labs with feedback, comments, and suggestion with respect to the Interface, the Services, the Data, and/or the Site ("Feedback"). Customer or Site Visitor, as applicable, agrees that Douro Labs shall be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to Customer or Site Visitor.

## **6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.**

**6.1 Mutual Representations and Warranties.** Each Party represents and warrants that: (i) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; and (ii) the execution and delivery of this Agreement by it and the performance of its obligations and exercise of its rights hereunder: (a) will not conflict with or violate any Applicable Law; or (b) are not in violation or breach of, and will not conflict with or constitute a default under, any contract, agreement, or commitment binding upon it, including, without limitation, any non-disclosure, confidentiality, non-competition, or other similar agreement.

**6.2 Representations and Warranties of Douro Labs.** In addition to the representations and warranties set forth in Section 6.1, Douro Labs represents and warrants that: (i) Douro Labs shall use commercially reasonable efforts to ensure that the Interface will not contain any Malicious Code; and (ii) all support services shall be performed in a professional and workmanlike manner.

**6.3 Representations and Warranties of Customer.** In addition to the representations and warranties set forth in Section 6.1, Customer represents and warrants that it has all consents, permissions, and authorizations necessary to upload the Customer Content to the Interface, to grant the rights granted hereunder, to run the queries and other searches via the Interface, and to use the results of such queries and searches.

**6.4 Disclaimer.** CUSTOMER AND SITE VISITOR ACKNOWLEDGES AND AGREES THAT ALTHOUGH THE DOURO LABS PROPERTIES AND THE DATA CONTAINED THEREIN CAN BE USED AS AIDS TO CUSTOMER OR SITE VISITOR TO MAKE INFORMED DECISIONS, THE DOURO LABS PROPERTIES AND THE DATA CONTAINED THEREIN ARE NOT MEANT TO BE SUBSTITUTES FOR LEGAL OR BUSINESS ADVICE OR CUSTOMER'S EXERCISE OF ITS OWN BUSINESS JUDGMENT. ANY SUCH DECISIONS OR JUDGMENTS ARE MADE AT CUSTOMER'S OR SITE VISITOR'S SOLE DISCRETION AND ELECTION. THE DOURO LABS PROPERTIES, THEIR COMPONENTS, THE DATA, THE QUALITY OF THE DATA, THE PERFORMANCE OF THE PYTH NETWORK AND OTHER TECHNOLOGICAL APPLICATIONS OR SERVICES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY DOURO LABS HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND DOURO LABS MAKES, AND ALL THOSE WHO ARE INVOLVED IN DATA PUBLICATION, AGGREGATION, COMPUTATION AND DISTRIBUTION MAKE, NO WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND SITE VISITOR EACH ACKNOWLEDGE AND AGREE THAT THE UNDERLYING TECHNOLOGY FACILITATING THE COLLECTION OF DATA AND THE DOURO LABS PROPERTIES ARE OUTSIDE OF DOURO LABS' CONTROL, AND THAT DOURO LABS AND ALL THOSE WHO ARE INVOLVED IN DATA PUBLICATION, AGGREGATION, COMPUTATION AND DISTRIBUTION SHALL HAVE NO LIABILITY TO SITE VISITOR, CUSTOMER, OR ANY AUTHORIZED USER ARISING FROM ANY UNAVAILABILITY, ERRORS, OR OTHER FAILURES IN SUCH TECHNOLOGY. TO THE EXTENT THAT DOURO LABS AND ALL THOSE WHO ARE INVOLVED IN DATA PUBLICATION, AGGREGATION, COMPUTATION AND DISTRIBUTION MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

## **7. INDEMNIFICATION.**

**7.1 Indemnification by Douro Labs.** Subject to Section 7.2, Douro Labs shall defend, indemnify, and hold harmless Customer and its officers, directors, managers, and employees from any and all liabilities, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses") incurred by them in connection with any third-party claim, action, or proceeding (each, a "Claim"): (i) arising from Douro Labs' gross negligence or willful misconduct; (ii) arising from Douro Labs' breach of Section 4; and/or (iii) alleging that the use of the Interface in accordance with this Agreement infringes, violates, or misappropriates any third-party Intellectual Property Rights.

**7.2 Exceptions to Douro Labs Indemnification Obligations.** Douro Labs shall not be obligated to indemnify, defend, or hold harmless the parties set forth in Section 7.1 to the extent that the Claim arises from: (i) use of the Douro Labs Properties in combination with any modules, apparatus, hardware, software, or services not provided by Douro Labs; (ii) use of the Douro Labs Properties or Data in a manner that breaches this Agreement or any Applicable Law; or (iii) the alteration or modification of the Douro Labs Properties by a party other than Douro Labs.

**7.3 Indemnification by Customer and Site Visitors.**

(a) Customer shall defend, indemnify, and hold harmless Douro Labs and its parent, subsidiaries and affiliates, and each of their respective officers, directors, managers, and employees from any and all Losses incurred by them in connection with any Claim: (i) arising from Customer's gross negligence or willful misconduct; (ii) arising from Customer's breach of this Agreement; and/or (iii) arising from any Authorized User's use of the Interface in violation of this Agreement.

(b) Site Visitor shall defend, indemnify, and hold harmless Douro Labs and its officers, directors, managers, and employees from any and all Losses incurred by them in connection with any Claim: (i) arising from Site Visitor's gross negligence or willful misconduct; (ii) arising from Site Visitor's breach of Section 1.4 (Restrictions on Use of Site) or Section 1.5 (Site Visitor Representations); and/or (iii) arising from Site Visitor's use of the Site or the Data.

**7.4 Procedure for Handling Indemnification Claims.** In the event of any Claim for which indemnification is available, the indemnified Party shall give prompt written notice of any such Claim to the indemnifying Party; provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that the indemnifying Party demonstrates actual damage caused by such failure. The indemnifying Party shall have the right to control and direct the investigation, defense, and settlement of each such Claim. The indemnified Party shall reasonably cooperate with the indemnifying Party (at the indemnifying Party's sole cost and expense) in connection with the foregoing. The indemnified Party may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. The indemnifying Party shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of the indemnified Party, without the indemnified Party's express prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

**8. LIMITATION OF LIABILITY.**

**8.1 Liability Exclusion.** SUBJECT TO SECTION 8.3, NEITHER PARTY (NOR THEIR RESPECTIVE LICENSORS OR AFFILIATES, NOR ANY THIRD PARTY INVOLVED IN OR RELATED TO COMPILING, CREATING OR PROVIDING THE DATA, NOR ANY OF ITS OR THEIR AFFILIATES) WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION,

LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

**8.2 Limitation of Damages.** SUBJECT TO SECTION 8.3, WITH RESPECT TO DOURO LABS' AND CUSTOMER'S AND THEIR RESPECTIVE LICENSORS' OR AFFILIATES', AND ANY THIRD PARTIES' INVOLVED IN OR RELATED TO COMPILING, CREATING OR PROVIDING THE DATA, AND ANY OF ITS OR THEIR AFFILIATES', MAXIMUM LIABILITY TO THE OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO DOURO LABS BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES (THE "LIABILITY CAP"). WITH RESPECT TO SITE VISITORS, DOURO LABS' AND SITE VISITOR'S RESPECTIVE MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SUCH SITE VISITOR'S USE OF THE SITE SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

**8.3 Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 8.1 AND SECTION 8.2 SHALL NOT APPLY TO: (i) A PARTY'S INDEMNIFICATION OBLIGATIONS; (ii) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iii) CUSTOMER'S FAILURE TO PAY ANY UNDISPUTED SUMS DUE HEREUNDER.

## **9. GENERAL PROVISIONS.**

**9.1 Notices.** All notices to Customer may be provided electronically via the email address provided during the Order process or through the Service interface. Notices to Douro Labs may be sent to ops@dourolabs.xyz. All notices to Site Visitors may be posted on the Site.

**9.2 Relationship of the Parties.** Each Party is an independent contractor of the other Party. Nothing herein shall constitute a partnership between or joint venture by the Parties, or constitute either Party the agent of the other.

**9.3 Assignment.** Customer and Site Visitor each may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Douro Labs. Douro Labs may assign this Agreement as permitted by law.

**9.4 Publicity.** During the Subscription Term, Douro Labs shall have the right, but not the obligation, to: (i) publicly announce in any and all media now known or hereafter devised that Customer is a customer of Douro Labs and a user of the Interface and subscriber to the Data; and (ii) use Customer's trademarks, service marks, and trade names, in any and all media now known or hereafter devised, in accordance with any guidelines provided by Customer, to promote Douro Labs and its products and services. All goodwill generated by the use of Customer's trademarks and service marks shall accrue solely to Customer.

**9.5 Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including, without limitation, fire, flood, earthquake, elements of nature or acts of God, acts of state, acts of war, terrorism,

riots, civil disorders, rebellions, revolutions, quarantines, pandemics, embargoes, and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will promptly notify the other and describe in reasonable detail the circumstances causing such delay. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay; provided, however, if the delay or failure continues for more than thirty (30) consecutive days, the Party not relying on the excusable delay may terminate this Agreement upon written notice to the other Party.

**9.6 Governing Law.** This Agreement, and any and all disputes arising out of or relating to this Agreement, will be governed by and construed under the laws of the State of New York, without reference to its conflicts of law principles.

**9.7 Exclusive Forum.** The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of New York for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.

**9.8 Modification.** Douro Labs may update or modify this Agreement from time to time. Notice of material changes will be provided electronically, and your continued use of the Douro Labs Properties after such notice constitutes your acceptance of the updated Agreement.

**9.9 Class Action Waiver.** Customer and Site Visitor each agrees that any arbitration or proceeding shall be limited to the dispute between Douro Labs and the Customer or Site Visitor individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY (WHETHER AS AN INDIVIDUAL PERSON, OR ENTITY) AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**9.10 No Waiver.** The rights and remedies of the Parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

**9.11 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the Parties' intent.

**9.12 Entire Agreement.** This Agreement, including the attached schedules, which are hereby incorporated herein, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Customer entered, or enters, or will enter, into a written agreement signed by Customer and Douro Labs substantially similar to this Agreement, the terms of such other agreement shall control. There are

no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. In the event of any conflict between any terms or conditions contained in the body of this Agreement and the attached schedules, the terms and conditions contained in the body of this Agreement shall govern.

**9.13 Third-Party Beneficiary.** Except as set forth in Section 7, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

## Definitions Annex

"**Affiliate**" means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, a specified Person.

"**Applicable Law**" means any applicable national, federal, state, county, and local law, ordinance, regulation, rule, code, and order.

"**Authorized Users**" mean Customer's employees whom Customer authorizes to access and use the Interface.

"**Concurrent WebSocket Connections**" means the total number of WebSocket Connections simultaneously open and active at any given time.

"**Confidential Information**" means each Party's business and technical information in any form, including without limitation, the Interface, business and marketing plans, strategies, sales, product and financial data and projections, processes, techniques, trade secrets, know how, inventions, processes (business, technical, or other), designs, algorithms, source code, customer lists, methodologies, and the terms of this Agreement. Confidential Information does not include information or data which is: (i) known to the Party receiving the Confidential Information (the "Receiving Party") prior to its receipt from the other Party (the "Disclosing Party") without a limitation or obligation of confidentiality under another agreement; (ii) independently developed by the Receiving Party without use of any Confidential Information; (iii) generally known to the public at the time of disclosure other than as a result of disclosure by the Receiving Party; or (iv) received from a third party with a legal or contractual right to disclose such information or data.

"**Control**" or "**controls**" and the formatives "**controlling**" and "**controlled**" mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

"**Customer**" has the meaning set forth in [Section 1.2\(b\)](#).

"**Douro Labs Properties**" means, collectively, the Site, the Services, and the Interface.

"**Fees**" mean the fees due to Douro Labs for the Services. The Fees are set forth in a Customer's Order.

"**Intellectual Property Rights**" mean all intellectual property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress, or other proprietary trade designations, including all registrations and applications therefor; (iv) all rights throughout the world to proprietary know-how, trade secrets, and other Confidential Information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

"**Interface**" means the internet-based application programming interface through which the Data is made available to Customer (and any Updates thereto).

"**Order**" means an order placed by Customer for the purchase of the Services from Douro Labs through Douro Labs' web-based ordering process and includes any no-cost orders.

"**Malicious Code**" means any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disable, damage, or disrupt the operation of, permit unauthorized access to, erase, destroy, or modify any software, hardware, network, or other technology.

"**Party**" means each of User and Douro Labs, and "**Parties**" shall refer to both the User and Douro Labs, collectively.

"**Person**" means an individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, or political subdivision thereof or other entity.

"**Services**" mean Douro Labs's provision of services that enable access to, and usage of, the Interface as set forth herein and all related hosting, maintenance, provision of Data, and support services provided by Douro Labs.

"**Signature-Enabled Connections**" means any WebSocket Connection for which Customer activates or enables signature generation, cryptographic signing, or any related signature functionality provided by the Services.

"**Site**" has the meaning set forth in the preamble.

"**Site Visitor**" has the meaning set forth in Section 1.2.

"**Subscription Term**" means the period of time during which Douro Labs shall provide the Services, as described in the applicable Order.

"**Third Party Agreement**" means an agreement between Customer and a third party with respect to the provision by that third party to Customer or any of its Affiliates of Third Party Data, including access to or the delivery of any Third Party Data and/or related services.

"**Third Party Data**" means that part of the Data which is provided by, or purchased from, a third party.

"**Updates**" mean any error correction, bug fix, patch, enhancement, update, upgrade, new version, release, revision, or other modification to the Interface provided or made available by Douro Labs pursuant to this Agreement.

"**User**" has the meaning set forth in the introductory "IMPORTANT" paragraph to this Agreement.

"**WebSocket Connection**" means a single, continuous, bidirectional communication session established using the WebSocket protocol between the Interface and a single Customer-controlled client instance, which remains active from the time the connection is successfully opened until it is closed, terminated, or times out.

## SCHEDULE A – SERVICE LEVEL AGREEMENT

1. **Scope of Support Services.** Douro Labs shall provide basic technical assistance intended to ensure that Customer can access, receive, and utilize the Data feeds. This assistance includes guidance on system configuration, troubleshooting of connectivity issues, and clarification regarding the proper use and functionality of the Data feeds. Douro Labs shall endeavor to provide support services in a timely manner, subject to the terms and conditions in this Agreement. Support services shall be delivered via formats approved by Douro Labs, which may include email, in-application support portals, or other means determined by Douro Labs from time to time.
2. **Prerequisites and Protocols.** Douro Labs's obligation to provide support in connection with the Services is conditioned on the Customer's compliance with all protocols and prerequisites established by Douro Labs for the effective delivery of support as may be communicated to Customer in writing, from time to time. Such prerequisites may include maintaining any requisite software, hardware, and network configurations identified by Douro Labs. Douro Labs may periodically update these protocols or prerequisites. Douro Labs may also require the Customer to furnish relevant logs, technical data, documentation of error messages, and other materials that Douro Labs reasonably deems necessary to investigate and resolve reported issues.
3. **Exclusions from Support.** Notwithstanding any provision to the contrary, Douro Labs expressly excludes from the scope of the support services described in Sections 1 of this Schedule B any issues arising from: (a) modification of Data feeds or related services by any party other than Douro Labs; (b) use of the Data outside the parameters, specifications, or guidelines provided or allowed by Douro Labs; (c) failure by the Customer to maintain a proper operating environment; (d) factors unrelated to Douro Labs's systems, platforms, service providers, or Data provision, including disruptions caused by third-party platforms or external networks or servers, or (e) ensuring the quality of any Data feeds. Further exclusions may apply for custom integrations or any additional services not explicitly included within this Agreement. Douro Labs reserves the right to charge fees or refuse support if an issue is determined to fall outside the defined scope of this Agreement.
4. **Response Times and Availability.** Customer acknowledges that unavoidable disruptions in communication or delays in response may arise from factors beyond Douro Labs's control, and Douro Labs shall not be liable for such delays. All incidents and service degradations will be reported via the status page at <https://status.pyth.network/>. Douro Labs will comply with the following response times and resolution deadlines for Interface Downtime and Feed Downtime (each defined below):
  - a. **Critical Fault:** initial acknowledgment to Customer target is fifteen (15) minutes, with a target resolution within twenty-four (24) hours of such acknowledgment. "**Critical Fault**" means a fault (i) whereby material aspects or portions of the Interface or Data are inaccessible or unavailable and such inaccessibility or unavailability materially affects Customer's business, or (ii) which creates an emergency with substantial impact including by making all or a substantial part of the Services unusable.
  - b. **Major Fault:** initial acknowledgment to Customer target is one (1) hour, with a target resolution within forty-eight (48) hours of such acknowledgment. "**Major Fault**" means a fault that is significant in importance and scope, and which impacts major business functionality for Customer without completely preventing the use of the Interface for an important function or complete failure of access to the Data.
5. **Initiating Support Requests and Escalation.** To initiate a support request, Customer shall furnish a written or electronic report specifying the nature of the issue, the expected functionality, and any observed error codes or behaviors. Douro Labs shall review such reports and may, at its discretion, escalate the matter internally if special expertise is required. If an issue requires more extensive investigation, Douro Labs reserves the right to request additional diagnostic information, logs, or system access from the

Customer. Escalation shall proceed according to Douro Labs's internal processes, and no specific escalation timelines are warranted unless explicitly agreed upon in a separate written agreement.

**6. Availability and Latency.**

- a. Uptime Guarantee. Douro Labs will use commercially reasonable efforts to ensure that, where it is within Douro Labs' reasonable control, Data actually used by Customer with the metadata field identifiers "state" designated as "stable", "source" designated as "pyth" (and/or, if applicable pursuant to an applicable Order Form, "douro"), and any Separately Subscribed Products explicitly covered by this Section pursuant to an Order Form (collectively, the "Covered Feeds") are made available in accordance with the Agreement such that the Feed Uptime (as defined below) for each month is no less than 99.99% (the "Feed Uptime Guarantee"). For each month, the "Feed Uptime" will be a percentage calculated by: (i) multiplying the total number of Covered Feeds consumed by Customer in such month by the total number of minutes in such month (such product, the "Total Feed Minutes" for such month); (ii) subtracting from the Total Feed Minutes the aggregate number of minutes of Feed Downtime accrued across all Covered Feeds in such month; (iii) dividing the difference by the Total Feed Minutes; and (iv) multiplying the result by 100. "Feed Downtime" means, with respect to each Covered Feed, any period (counted in one-minute increments per Covered Feed) in which such Covered Feed fails to meet the applicable Feed Update Threshold during applicable published market hours, excluding any period in which the unavailability of such Data occurs due to (A) an event described in Section 9.5 of the Agreement, (B) a Customer-related problem or issue, including Customer's internet access issues or related problems, (C) third-party applications, equipment, software or other technology, including any server-related problems or issues, but excluding any problems or issues caused by Douro Labs' contractors, subcontractors or vendors, (D) any actions or inactions of Customer or any third party (other than Douro Labs' subcontractor(s)), or (E) Douro Labs' suspension of Customer's right to use the Interface in accordance with the Agreement. "Feed Update Threshold" means the greater of (x) two hundred (200) milliseconds and (y) three times (3x) the configured update frequency for such Data feed. Douro Labs will exercise its sole, reasonable discretion in calculating the Feed Uptime and Feed Downtime in the applicable month.
- b. Remedy for Excess Downtime. Where Feed Uptime in the measurement period is less than the Feed Uptime Guarantee for such measurement period, such failure will be deemed to be a "Service Level Failure" with respect to such measurement period.
  - i. In the event of a Service Level Failure with respect to the Feed Uptime Guarantee, for such measurement period, the Customer will receive service credits according to the following schedule depending on the severity of the Service Level Failure:
    1. 99.99% > Availability  $\geq$  99.98% – 10% of Base Monthly Fee
    2. 99.98% > Availability  $\geq$  99.95% – 25% of Base Monthly Fee
    3. 99.95% > Availability  $\geq$  0% – 100% of Base Monthly Fee
  - ii. In no event shall any service credits allotted to Customer hereunder exceed 100% of the Fee payable per month.