



LISTING-AS-A-SERVICE TERMS OF SERVICE

Nazare Operations Ltd | Last Updated: September 17 2026

These Listing-as-a-Service Terms of Service (these “**Terms**”) govern the establishment, listing and maintenance of price feeds on the Pyth Pro data platform by Nazare Operations Ltd. (the “**Service Provider**”), for the entity that accepts these Terms (the “**Company**”). The Service Provider and the Company are each a “**party**” and together the “**parties**.”

PLEASE READ THESE TERMS CAREFULLY. BY (A) CLICKING A BOX, BUTTON OR OTHER MECHANISM INDICATING ACCEPTANCE OF THESE TERMS, (B) SUBMITTING A LISTING ORDER, (C) PAYING ANY FEES FOR THE SERVICES, OR (D) ACCESSING OR USING THE SERVICES, THE COMPANY ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS AND THE DATA TERMS. IF THE COMPANY DOES NOT AGREE TO THESE TERMS, IT MUST NOT SUBMIT A LISTING ORDER OR ACCESS OR USE THE SERVICES. THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION (SECTION 10.5), DISCLAIMERS OF WARRANTY AND LIMITATIONS OF THE SERVICE PROVIDER’S LIABILITY (SECTION 7), AND A RIGHT OF THE SERVICE PROVIDER TO MODIFY THESE TERMS (SECTION 9).

The individual accepting these Terms on behalf of the Company represents and warrants that he or she has full authority to bind the Company to these Terms. The Services are offered only to companies and other legal entities acting in the course of their business, and not to consumers.

1. LISTING ORDERS; SERVICES

- 1.1 Listing Orders. The Company requests the Services by submitting an online order form or other ordering mechanism made available by the Service Provider, or by written request (including by email) that the Service Provider accepts, a request identifying each instrument for which the Company seeks a Price Feed (each such request, upon acceptance by the Service Provider, a “**Listing Order**”). A Listing Order becomes binding only when the Service Provider accepts it, which the Service Provider may do by written (including email) confirmation or by commencing configuration of the requested Price Feed. The Service Provider may decline any Listing Order in its sole discretion, including where the Service Provider is unable to complete its review under Section 5.3 or determines that a requested instrument is not suitable for listing. Each accepted Listing Order is incorporated into and forms part of these Terms. The Company may request additional Price Feeds by submitting a further Listing Order, which is subject to acceptance in accordance with this Section 1.1.
- 1.2 Establishment of Price Feeds. For each instrument identified in an accepted Listing Order, the Service Provider will create and configure within the Pyth Pro data platform the feed identifiers, feed metadata, and associated system configurations necessary to establish a price feed (each, a “**Price Feed**”), such that, as determined by the Service Provider acting reasonably and in good faith, each Price Feed is enabled to receive publisher-submitted data, perform aggregation computations, and make resulting outputs available for consumption by authorized Pyth Pro subscribers. The Service Provider will determine, in its sole discretion, the feed identifier, symbol, metadata, aggregation parameters and other technical configuration of each Price Feed. The Service Provider does not undertake to source, recruit or maintain any particular data publisher for any Price Feed, and the availability, quantity and quality of publisher-submitted data for any Price Feed are outside the Service Provider’s control.
- 1.3 Maintenance and Support. The Service Provider will provide ongoing maintenance and technical support as reasonably necessary to ensure the continued availability and functional integrity of each Price Feed during the Term.

- 1.4 Data Access. The Service Provider will enable the Company to access each Price Feed in accordance with the terms and conditions described at <https://www.dourolabs.xyz/Subscription-Terms.pdf>, as updated from time to time (the “**Data Terms**”). The Company expressly acknowledges and agrees to the Data Terms, which are incorporated into these Terms by reference. The Company’s access to and use of Price Feed outputs are governed by the Data Terms.
- 1.5 Services; Service Provider Personnel. The services described in Sections 1.2 through 1.4 are referred to collectively as the “**Services**.” The Service Provider will perform the Services through its or its affiliates’ regular, full-time employees and through contractors engaged by the Service Provider (collectively, the “**Service Provider Personnel**”).
- 1.6 Modification, Suspension and Decommissioning of Price Feeds. The Service Provider may modify the technical configuration of any Price Feed, and may suspend or decommission any Price Feed, upon notice to the Company where the Service Provider determines, acting reasonably, that: (a) publisher-submitted data for the Price Feed is unavailable, insufficient or unreliable; (b) continued operation of the Price Feed would violate, or expose the Service Provider, its affiliates or the Pyth Network to material risk under, applicable law, regulation or sanctions, or the rules, licensing terms or requirements of any exchange, data source or governmental authority; (c) the Company is in breach of these Terms or the Data Terms; or (d) the Price Feed is subject to, or reasonably suspected of, manipulation or abuse. Where the Service Provider decommissions a Price Feed under clause (a) or (b) for reasons not attributable to the Company, the Company’s sole and exclusive remedy will be a pro rata refund or credit of any prepaid Fees attributable to that Price Feed for the period following decommissioning.

2. FEES AND PAYMENT

- 2.1 Fees. As the Service Provider’s sole compensation for the Services, the Company will pay the Service Provider the fees specified in the applicable Listing Order (the “**Fees**”). Unless the Listing Order provides otherwise, the Fees are charged as a monthly fee per Price Feed, the Service Provider will invoice the Company monthly, and each invoice is due and payable on or before thirty (30) days from the invoice date. For any partial month at the commencement, expiration or termination of a Listing Order, the monthly Fee will be prorated based on the actual number of days in such month for which the Services were provided divided by the total number of calendar days in such month.
- 2.2 Payment Currency and Method. The Fees are payable in the fiat currency or stable-value digital asset specified in the Listing Order (or, if none is specified, in U.S. dollars) by the payment method(s) made available by the Service Provider. Except as expressly provided in these Terms, all Fees are non-refundable.
- 2.3 Taxes. The Fees are exclusive of all sales, use, value-added, goods and services, withholding and similar taxes, duties and charges, all of which are the Company’s responsibility, other than taxes on the Service Provider’s net income. If the Company is required by applicable law to withhold or deduct any amount from a payment, the Company will increase the payment so that the Service Provider receives the full amount of the Fees it would have received absent such withholding or deduction.
- 2.4 Late Payment; Suspension. Any amount not paid when due will bear interest at the lesser of one percent (1.0%) per month and the maximum rate permitted by applicable law. If any amount remains unpaid more than fifteen (15) days after the Service Provider gives notice of non-payment, the Service Provider may suspend the Services, including the availability of any Price Feed, until all overdue amounts are paid in full. Fees continue to accrue during any period of suspension.

- 2.5 Expenses. Unless otherwise specified in the Listing Order, the Company will not reimburse the Service Provider for any expenses incurred in connection with performing the Services.
- 2.6 Fee Changes. The Service Provider may change the Fees applicable to any Renewal Term by giving the Company notice at least forty-five (45) days before the start of that Renewal Term. If the Company does not agree to the changed Fees, it may give notice of non-renewal in accordance with Section 8.1.

3. COMPANY RESPONSIBILITIES; LICENSE

- 3.1 Instrument Information. The Company will provide accurate and complete information regarding each instrument for which it requests a Price Feed, including the instrument name, symbol, issuer, on-chain contract address(es) and any other information the Service Provider reasonably requests (the “*Instrument Information*”), and will promptly notify the Service Provider of any change to the Instrument Information.
- 3.2 License. The Company grants the Service Provider and its affiliates a non-exclusive, royalty-free, worldwide license during the Term (and thereafter to the extent necessary to maintain and distribute historical Price Feed data) to use, reproduce and display the Company’s name, the instrument names, symbols, logos and trademarks (the “*Company Marks*”) and the Instrument Information in connection with establishing, identifying, operating, distributing and marketing the Price Feeds and the Pyth Pro platform, including in feed metadata, documentation, dashboards and publisher- and subscriber-facing materials.
- 3.3 Compliance. The Company is solely responsible for (a) determining whether the listing of each Price Feed, and any use of Price Feed outputs by the Company or its end users, complies with applicable law, and (b) obtaining all licenses, consents and approvals required in connection with the instruments underlying its Price Feeds. The Company will not use, and will not permit any third party to use, the Services or any Price Feed in violation of applicable law or the Data Terms, or in any manner intended to manipulate any Price Feed or the market for any instrument.

4. RELATIONSHIP OF THE PARTIES; INTELLECTUAL PROPERTY

- 4.1 Independent Contractor. The Service Provider is an independent contractor and nothing in these Terms will be construed as establishing an employment or agency relationship between the Company and the Service Provider or any Service Provider Personnel. Neither party will be deemed to be an employee, agent, partner, joint venturer or legal representative of the other party for any purpose, and neither party will have any right, power or authority to obligate the other party, by contract or otherwise. The Service Provider will determine, in its sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that the Service Provider will at all times comply with applicable law.
- 4.2 Taxes and Employee Benefits. The Service Provider will report to all applicable government agencies as income all compensation received by the Service Provider pursuant to these Terms. The Service Provider will be solely responsible for the payment of all compensation to all Service Provider Personnel, as well as for the payment of all withholding taxes, social security, workers’ compensation, unemployment and disability insurance or similar items required by any government agency. Service Provider Personnel will not be entitled to any benefits paid or made available by the Company to its employees.
- 4.3 Intellectual Property. The Company agrees that all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, hardware, circuits, computer programs, databases, user interfaces, encoding techniques and other materials of any kind that the Service Provider may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing the Services, or that result from or are related to the Services, whether

or not eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (the “***Service Provider Work Product***”), including each Price Feed, its feed identifiers and metadata, the aggregation methodology and the Pyth Pro platform, will be the sole and exclusive property of the Service Provider. Except for the rights of access to and use of Price Feed outputs expressly granted under the Data Terms, nothing in these Terms grants the Company any right, title or interest in or to the Service Provider Work Product.

5. REPRESENTATIONS AND WARRANTIES; ONBOARDING

- 5.1 **Mutual Representations and Warranties.** Each party represents and warrants that: (i) these Terms constitute its valid and binding obligation and are enforceable against it in accordance with their terms; and (ii) its acceptance of these Terms and the performance of its obligations and exercise of its rights hereunder (a) will not conflict with or violate any applicable law, and (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 any non-disclosure, confidentiality, non-competition or other similar agreement.
- 5.2 **Company Representations and Warranties.** The Company further represents and warrants that: (a) it is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is accepting these Terms for business purposes and not as a consumer; (b) all information provided by the Company in connection with any Listing Order and the Service Provider’s review under Section 5.3 is and will remain true, accurate and complete; (c) it owns or has all rights necessary to grant the license in Section 3.2, and the Company Marks and Instrument Information do not and will not infringe, misappropriate or violate the rights of any third party; (d) the listing of each Price Feed, and the Company’s use of the Services and Price Feed outputs, do not and will not violate applicable law; and (e) neither the Company nor any of its directors, officers or beneficial owners is, or is owned or controlled by, a person that is the subject of sanctions administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty’s Treasury or any other applicable sanctions authority, or is located, organized or resident in a country or territory that is the subject of comprehensive sanctions.
- 5.3 **Onboarding and Eligibility Review.** Before and during the Term, the Company will provide such information and documentation as the Service Provider reasonably requests to verify the Company’s identity, ownership and control, and compliance with sanctions, anti-money laundering and other applicable laws. The Service Provider may decline any Listing Order, or suspend or terminate the Services, if the Company fails to provide such information or documentation or if the Service Provider determines that providing the Services would violate applicable law or the Service Provider’s internal compliance policies.

6. CONFIDENTIAL INFORMATION

- 6.1 **Confidentiality and Non-Use.** Each party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party, except as expressly permitted in these Terms. As used herein, “***Confidential Information***” means any information or materials disclosed by one party to the other that a person exercising reasonable business judgment would understand to be confidential or proprietary, including without limitation business plans, competitive strategy, capitalization tables, budgets and financial statements; costs, prices and marketing plans; contracts and licenses; employee, customer, supplier, shareholder, partner or investor lists; inventions, improvements, designs, formulae, algorithms, processes, technology, know-how, business processes, trade secrets and business models; source code, object code, graphical design, databases, user interfaces, works of authorship and other intellectual property, including that of any customer, supplier or other third party; unpublished patent applications; and strategy, activities or contemplated activities with respect to development, acquisition, exploitation

and/or enforcement of intellectual property rights. Each party will take all reasonable measures to maintain the confidentiality of the other party's Confidential Information in its possession or control, which will in no event be less than a reasonable standard. Confidential Information does not include information that: (i) is or becomes generally known to the public through no breach of any confidentiality obligation or these Terms; (ii) is lawfully known to the receiving party at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving party's further use or disclosure; (iii) is independently developed by the receiving party without any use of the disclosing party's Confidential Information; or (iv) is obtained by a party from any third party without restrictions of confidentiality.

6.2 Permitted Disclosure. Notwithstanding Section 6.1, either party may disclose Confidential Information of the other party: (a) pursuant to a valid order or requirement of, or in connection with proceedings before, a court, administrative agency or other governmental body, provided that such party provides the other party prompt prior written notice of such requirement (where legally permitted) so that the other party may, at its expense, seek a protective order or other appropriate remedy, and provided further that such party will only disclose that portion of the Confidential Information which it is advised by its counsel is legally required to be disclosed and will use commercially reasonable efforts to ensure that confidential treatment will be afforded such disclosed portion; (b) on a confidential basis to its officers, directors, members, managers, partners, employees, contractors, sub-contractors, consultants, attorneys, accountants and service providers who have a need to know such Confidential Information; and (c) with the prior written consent of the other party. The Company acknowledges that the existence and identifiers of each Price Feed, the Company Marks and the Instrument Information are not Confidential Information and will be publicly available, and that the Service Provider may disclose the existence of the Company's Listing Orders and aggregate Fee information in reports to the Pyth DAO and its community in accordance with Pyth Network governance.

6.3 Return of Confidential Information. At the request of a party, or in the absence of such request, upon termination of these Terms, the other party will promptly return all Confidential Information which has been provided to it, or destroy or dispose of such Confidential Information, unless the party is required to maintain such Confidential Information under applicable law, in which case it will remain subject to this Section 6 for so long as so retained.

7. DISCLAIMER; INDEMNITY; LIMITATION OF LIABILITY

7.1 Disclaimer. THE SERVICES, INCLUDING ALL PRICE FEEDS AND ASSOCIATED DATA OUTPUTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS. WITHOUT LIMITING THE FOREGOING, THE SERVICE PROVIDER DOES NOT WARRANT THAT (A) THE PRICE FEEDS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAYS; (B) THE PRICE DATA PRODUCED BY THE PRICE FEEDS WILL BE ACCURATE, COMPLETE, OR REFLECTIVE OF ACTUAL MARKET CONDITIONS AT ANY GIVEN TIME; (C) THE AGGREGATION OF PUBLISHER-SUBMITTED DATA WILL PRODUCE OUTPUTS SUITABLE FOR ANY PARTICULAR USE CASE, INCLUDING WITHOUT LIMITATION USE AS A REFERENCE PRICE, BENCHMARK OR INDEX IN CONNECTION WITH FINANCIAL INSTRUMENTS OR PRODUCTS; OR (D) THE PYTH PRO PLATFORM INFRASTRUCTURE, INCLUDING THE RELAYER, MESSAGE QUEUE, ROUTER AND HISTORY SERVICE COMPONENTS, WILL OPERATE WITHOUT INTERRUPTION OR DEGRADATION. THE COMPANY ACKNOWLEDGES THAT PRICE FEED OUTPUTS ARE DERIVED FROM THIRD-PARTY PUBLISHER-SUBMITTED DATA OVER WHICH THE SERVICE PROVIDER EXERCISES

NO EDITORIAL CONTROL, AND THAT THE SERVICE PROVIDER DOES NOT INDEPENDENTLY VERIFY THE ACCURACY OF SUCH PUBLISHER DATA.

- 7.2 Company Indemnification. The Company will defend, indemnify and hold the Service Provider, its affiliates and each of their respective officers, directors, employees, consultants, equityholders, members, representatives and other agents harmless from and against all claims, damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from: (a) any breach of these Terms or the Data Terms by the Company, including any breach of the representations and warranties in Section 5; (b) the Company Marks, the Instrument Information or any instrument underlying a Price Feed, including any claim that the same infringe, misappropriate or violate the rights of any third party or that any such instrument was offered, issued or distributed in violation of applicable law; or (c) the access to or use of the Services or any Price Feed outputs by the Company or its end users. The Service Provider will give the Company prompt notice of any claim for which indemnification is sought (provided that any delay will not relieve the Company of its obligations except to the extent it is materially prejudiced thereby), and the Company will not settle any such claim in a manner that admits fault on behalf of, or imposes any obligation on, the Service Provider without the Service Provider's prior written consent.
- 7.3 Consequential Damages Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES OR GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DOES NOT LIMIT THE COMPANY'S PAYMENT OBLIGATIONS OR ITS OBLIGATIONS UNDER SECTION 7.2.
- 7.4 Aggregate Liability Cap. IN NO EVENT SHALL THE SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL FEES ACTUALLY PAID BY THE COMPANY TO THE SERVICE PROVIDER UNDER THE APPLICABLE LISTING ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IF NO FEES HAVE BEEN PAID AT THE TIME THE CLAIM ARISES, THE SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.
- 7.5 Specific Data Disclaimer. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICE PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER FOR (I) ANY TRADING LOSSES, FINANCIAL LOSSES OR INVESTMENT DECISIONS MADE BY THE COMPANY OR ANY THIRD PARTY IN RELIANCE ON PRICE FEED OUTPUTS; (II) ANY INACCURACY, DELAY OR OMISSION IN PRICE DATA ATTRIBUTABLE TO PUBLISHER-SUBMITTED DATA OR CONDITIONS OUTSIDE THE SERVICE PROVIDER'S REASONABLE CONTROL, INCLUDING NETWORK CONGESTION, MARKET DISRUPTIONS OR THIRD-PARTY INFRASTRUCTURE FAILURES; (III) ANY REGULATORY NON-COMPLIANCE BY THE COMPANY OR ITS END USERS ARISING FROM THE USE OR REDISTRIBUTION OF PRICE FEED OUTPUTS; OR (IV) ANY CLAIM THAT PRICE FEED OUTPUTS CONSTITUTE A BENCHMARK, INDEX OR REFERENCE PRICE WITHIN THE MEANING OF ANY APPLICABLE LAW OR REGULATION, INCLUDING WITHOUT LIMITATION THE EU BENCHMARK REGULATION (REGULATION (EU) 2016/1011).

8. TERM AND TERMINATION

- 8.1 Term. These Terms take effect on the date the Company first accepts them (the “**Effective Date**”) and, unless terminated earlier in accordance with these Terms, remain in effect for so long as any Listing Order remains in effect. Each Listing Order commences on the date the Service Provider accepts it and, unless the Listing Order provides otherwise, continues for an initial term of twelve (12) months (the “**Initial Term**”) and thereafter automatically renews for successive twelve (12) month periods (each, a “**Renewal Term**”) unless either party gives written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. The Initial Term and any Renewal Terms of a Listing Order are collectively its “**Term**.” These Terms terminate automatically upon the expiration or termination of the last remaining Listing Order.
- 8.2 Termination for Breach. Either party may terminate these Terms, or any affected Listing Order, if the other party breaches any material term of these Terms and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.
- 8.3 Termination by the Service Provider. In addition to its other rights, the Service Provider may terminate these Terms or any Listing Order (a) immediately upon notice in the circumstances described in Section 5.3 or if the Company becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, insolvency, receivership or similar proceeding; or (b) for any reason upon thirty (30) days’ written notice to the Company, in which case the Service Provider will refund or credit any prepaid Fees attributable to the period following the effective date of termination.
- 8.4 Effect of Termination. Upon the expiration or termination of these Terms or any Listing Order for any reason: (a) the Service Provider may decommission each affected Price Feed and will have no obligation to maintain or support it; (b) each party will comply with Section 6.3 with respect to the other party’s Confidential Information; and (c) the Company will pay the Service Provider all accrued but unpaid Fees and any unreimbursed expenses subject to reimbursement under Section 2.5.
- 8.5 Survival. Sections 2 (as to amounts accrued), 3.2 (to the extent provided therein), 4.2, 4.3, 6, 7, 8.4, 8.5 and 10, and any other provision that by its nature is intended to survive, will survive the expiration or termination of these Terms; provided, however, that Section 6 will survive for a period of two (2) years, other than with respect to Confidential Information that amounts to a trade secret, which will survive so long as such Confidential Information remains a trade secret.
- 8.6 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under these Terms (other than payment obligations) to the extent such failure or delay results from a Force Majeure Event. A “**Force Majeure Event**” means any event beyond the reasonable control of the affected party, including without limitation acts of God, fire, flood, earthquake, epidemic, pandemic, war, terrorism, civil unrest, sanctions, embargoes, governmental actions or orders, labor disputes, failure or degradation of third-party telecommunications or internet infrastructure, blockchain network congestion or disruption, failure or unavailability of third-party data publishers, cyberattacks, or power outages. The affected party shall provide prompt written notice to the other party of the Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects and resume performance. If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected Listing Order upon written notice to the other party.

9. MODIFICATIONS TO THESE TERMS

- 9.1 Modifications. The Service Provider may modify these Terms from time to time by posting the updated Terms on its website(s) and giving the Company notice of the modification in accordance with Section 10.8. A modification takes effect thirty (30) days after such notice (or immediately

upon notice where the modification is required by applicable law or is necessary to address a security, legal or regulatory risk), except that a modification that materially increases the Company's obligations, or materially reduces the Service Provider's obligations, with respect to a then-current paid Term of a Listing Order will take effect for that Listing Order at the start of its next Renewal Term. The Company's continued use of the Services or payment of Fees after the effective date of a modification constitutes acceptance of the modified Terms. If the Company does not agree to a modification, its sole and exclusive remedy is to terminate the affected Listing Order by written notice before the modification takes effect, in which case the Service Provider will refund or credit any prepaid Fees attributable to the period following termination.

- 9.2 Listing Orders. An accepted Listing Order may be modified only by a further Listing Order accepted by the Service Provider in accordance with Section 1.1 or by written agreement of the parties.

10. GENERAL

- 10.1 Assignment. The Company may not assign or transfer these Terms or any Listing Order, in whole or in part, without the Service Provider's express prior written consent, and any attempted assignment without such consent will be void. The Service Provider may assign or transfer these Terms and any Listing Order, in whole or in part, to an affiliate or to a successor in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets or business to which these Terms relate, upon notice to the Company. Subject to the foregoing, these Terms will bind and benefit the parties and their respective successors and permitted assigns.
- 10.2 No Election of Remedies. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will not be deemed an election of remedies and will be without prejudice to its other remedies under these Terms or available at law or in equity or otherwise.
- 10.3 Attorneys' Fees. If any action is necessary to enforce these Terms, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- 10.4 GOVERNING LAW. THESE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE BRITISH VIRGIN ISLANDS, TO THE EXCLUSION OF THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF AND THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- 10.5 Dispute Resolution. Any controversy or dispute which arises out of or is related to these Terms or any Listing Order, including its existence, interpretation, application, performance, breach and termination thereof, shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The law and seat of the arbitration shall be Road Town, Tortola, British Virgin Islands, unless the parties agree otherwise. The language of the arbitration shall be English. Any arbitration will be conducted on an individual basis and not on a consolidated, collective or class basis. Nothing in this Section 10.5 prevents either party from seeking interim or injunctive relief from a court of competent jurisdiction to protect its intellectual property or Confidential Information.
- 10.6 Severability. If any provision of these Terms is held invalid or unenforceable by a court or arbitral tribunal of competent jurisdiction, the remaining provisions will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 10.7 Waiver. The failure by either party to enforce any provision of these Terms will not constitute a waiver of future enforcement of that or any other provision.

- 10.8 Notices. Notices to the Service Provider must be sent by email to legal@dourolabs.xyz or by registered or certified mail, return receipt requested, to the Service Provider's registered address set out above, and will be deemed given upon actual receipt. Notices to the Company may be given by email to the email address associated with the Company's Pyth Pro account or most recent Listing Order, or by posting within the Pyth Pro platform, and will be deemed given when sent or posted; if sent outside the recipient's normal business hours, the notice will be deemed given on the recipient's next business day. Each party will keep its notice details current. A "**business day**" is a day, other than Saturday or Sunday, when the banks in the British Virgin Islands are open for business.
- 10.9 Entire Agreement; Order of Precedence. These Terms, together with each accepted Listing Order and the Data Terms, constitute the complete and exclusive understanding and agreement of the parties with respect to their subject matter and supersede all prior understandings and agreements, whether written or oral, with respect to such subject matter. In the event of a conflict: (a) the Data Terms control with respect to the Company's access to and use of Price Feed outputs; (b) a Listing Order controls only with respect to the Price Feeds, Fees, payment currency and term expressly set out in it; and (c) these Terms otherwise control. No terms or conditions contained in any purchase order, vendor registration form or other document issued by the Company will apply, and any such terms are rejected.
- 10.10 Electronic Acceptance and Records. The Company agrees that its acceptance of these Terms and submission of any Listing Order by electronic means constitutes a binding agreement and has the same legal effect as a manually executed signature, and consents to receive notices, invoices, Listing Order confirmations and other communications from the Service Provider electronically. The Service Provider's records of the Company's acceptance and of each Listing Order will be conclusive evidence of the same, absent manifest error.
- 10.11 Third-Party Beneficiaries. Except for the Service Provider's affiliates and the indemnified persons under Section 7.2, there are no third-party beneficiaries of these Terms.