

IMPORTANT: THIS DATA-AS-A-SERVICE AGREEMENT (“AGREEMENT”) IS A LEGAL CONTRACT BETWEEN THE PERSON OR ENTITY ORDERING SERVICES (“YOU” OR “CUSTOMER”) AND DOURO LABS LLC (“DOURO LABS” OR “WE”). BY CLICKING “I AGREE” OR BY ACCESSING OR USING THE SERVICES, 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 SERVICES.

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

WHEREAS, Douro Labs receives certain services from the Pyth DAO LLC, the result of which is access to certain data from the Pyth network (the “Data”), that Douro Labs provides to its end customers as a mirrored service; and

WHEREAS, Customer wishes to receive (and Douro Labs wishes to provide) such Data from Douro Labs as a mirrored service on the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

1. SUBSCRIPTION TERMS; HARDWARE PURCHASES.

1.1 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. 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.

1.2 Service Levels and Support. Douro Labs’s service level agreement and support services are set forth in Schedule A.

1.3 Restrictions on Use. Customer shall not (and shall not authorize or knowingly permit any Authorized User or third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, algorithms, file formats, or interface protocols of the Interface or of any files contained therein; (ii) copy, modify, adapt, or translate the Interface or otherwise make any use, sell, resell, distribute, publish, disclose, or sublicense the Interface or the Data other than in accordance with this Agreement; (iii) remove or modify any proprietary markings or restrictive legends placed on the Interface or the Data; (iv) use the Interface or the Data in violation of any Applicable Law; or (v) seek to circumvent the Interface to otherwise access the Data.

1.4 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. FINANCIAL TERMS; AUDIT RIGHT.

2.1 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.

2.2 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 2.3.

(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.

2.3 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.

2.4 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.

2.5 Books and Records; Right to Audit. During the Subscription Term of this Agreement and for two (2) years thereafter, Customer shall maintain books and records in connection with its use of the Data. During the Subscription Term and for two (2) year thereafter, Douro Labs and its agents shall have the right, not more than once per calendar year (unless an audit reveals a discrepancy in which case Douro Labs and its agents shall have the right to conduct an additional audit), to audit, inspect, and make copies of the books and records of Customer which directly relate to the terms, conditions, and obligations of this Agreement upon thirty (30) days written notice to Customer. The books and records and other information reviewed during an audit shall be held strictly confidential by Douro Labs and its agents. Douro Labs will bear the cost and expense of any audit except that in the event any such audit reveals that Customer has breached this Agreement in any material respects, then Customer shall promptly pay and reimburse Douro Labs for all out-of-pocket costs and expenses reasonably and actually incurred by Douro Labs in conducting the audit. Any such audit shall be conducted during Customer's normal business hours, in accordance with Customer's policies and procedures, and in a manner to minimize disruption to Customer's operations.

3. TERMINATION.

3.1 Termination.

(c) 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.

(d) 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.

(e) Douro Labs may terminate this Agreement upon written notice to Customer under the limited circumstances set forth in Section 6.3.

3.2 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.

3.3 Survival. The following provisions shall survive any termination or expiration of this Agreement: Section 2 ("Financial Terms; Audit Right") until all monies due have been paid in full and the audit period has expired, Section 3.2 ("Effect of Termination or Expiration"), Section 4 ("Confidentiality and Feedback"), Section 5.4 ("Disclaimer"), Section 6 ("Indemnification"), Section 7 ("Limitation of Liability"), Section 8 ("General Provisions"), the Definitions Annex, and this Section 3.3 ("Survival").

4. CONFIDENTIALITY AND FEEDBACK.

4.1 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 4.3 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.

4.2 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).

4.3 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 4 by any such employee, consultant, or subcontractor.

4.4 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.

4.5 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.

4.6 Feedback. Customer may elect to provide Douro Labs with feedback, comments, and suggestion with respect to the Interface and/or the Data ("Feedback"). Customer 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.

5. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

5.1 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.

5.2 Representations and Warranties of Douro Labs. In addition to the representations and warranties set forth in Section 5.1, 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.

5.3 Representations and Warranties of Customer. In addition to the representations and warranties set forth in Section 5.1, 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.

5.4 Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES ON BEHALF OF ITSELF AND ITS AUTHORIZED USERS THAT ALTHOUGH THE INTERFACE AND THE DATA CONTAINED THEREIN CAN BE USED AS AIDS TO CUSTOMER TO MAKE INFORMED DECISIONS, THE INTERFACE 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 SOLE DISCRETION AND ELECTION. THE SERVICES, THE INTERFACE, 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, 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 ACKNOWLEDGES AND AGREES THAT THE UNDERLYING TECHNOLOGY FACILITATING THE COLLECTION OF DATA AND INTERFACE ARE OUTSIDE OF DOURO LAB'S CONTROL, AND THAT DOURO LABS AND THOSE WHO ARE INVOLVED IN DATA PUBLICATION, AGGREGATION, COMPUTATION AND DISTRIBUTION SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING FROM ANY UNAVAILABILITY, ERRORS, OR OTHER FAILURES IN SUCH TECHNOLOGY. TO THE EXTENT THAT DOURO LABS 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.

6. INDEMNIFICATION.

6.1 Indemnification by Douro Labs. Subject to Section 6.2, 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.

6.2 Exceptions to Douro Labs Indemnification Obligations. Douro Labs shall not be obligated to indemnify, defend, or hold harmless the parties set forth in Section 6.1 to the extent that the Claim arises from: (i) use of the Interface in combination with modules, apparatus, hardware, software, or services not provided by Douro Labs; (ii) use of the Interface in a manner that breaches this Agreement or any Applicable Law; or (iii) the alteration or modification of the Interface by a party other than Douro Labs.

6.3 Indemnification by Customer. Customer 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 Customer's gross negligence or willful misconduct; (ii) arising from Customer's breach of its representations and warranties hereunder; and/or (iii) arising from any Authorized User's use of the Interface in violation of this Agreement.

6.4 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).

7. LIMITATION OF LIABILITY.

7.1 Liability Exclusion. SUBJECT TO SECTION 7.3, NEITHER PARTY (NOR THEIR RESPECTIVE LICENSORS OR 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.

7.2 Limitation of Damages. SUBJECT TO SECTION 7.3, EACH PARTY'S (AND THEIR RESPECTIVE LICENSORS' AND AFFILIATES') MAXIMUM LIABILITY 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").

7.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 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.

8. GENERAL PROVISIONS.

8.1 Notices. All notices to Customer may be provided electronically via the email address provided during the Order process or to ops@dourolabs.xyz.

8.2 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.

8.3 Assignment. Customer 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.

8.4 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, the Interface, the Data, and the Pyth Network. For the avoidance of doubt, Douro Labs may sublicense the foregoing rights in connection with the promotion of Douro Labs and its products and services, the Interface, the Data, and the Pyth Network. All goodwill generated by the use of Customer's trademarks and service marks shall accrue solely to Customer.

8.5 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. 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.

8.6 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.

8.7 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.

8.8 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 Services after such notice constitutes your acceptance of the updated Agreement.

8.9 Class Action Waiver. Customer agrees that any arbitration or proceeding shall be limited to the dispute between Douro Labs and the Customer 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.

8.10 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.

8.11 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.

8.12 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. 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.

8.13 Third-Party Beneficiary. Except as set forth in Section 6, 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.

"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, 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.

“**Fees**” mean the fees due to Douro Labs for the Services. The Fees are set forth in your Order.

“**Intellectual Property Rights**” mean all intellectual and industrial 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.

“**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 Customer and Douro Labs, and “**Parties**” shall refer to both Customer 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.

“**Prohibited Content**” means content that: (i) is illegal under Applicable Law; (ii) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; or (vii) contains Malicious Code.

“**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.

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

“**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.

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 its support services 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, or Data provision, including disruptions caused by third-party platforms or external networks, including, without limitation, the Pyth network, 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.** Douro Labs shall make commercially reasonable efforts to address support requests in a timely manner. While Douro Labs endeavors to respond to urgent issues quickly, no specific response times or service-level commitments are guaranteed unless explicitly stated otherwise in a separate written agreement. Further, Douro Labs does not provide any availability guarantees or uptime commitments. Douro Labs reserves the right to determine the prioritization of support inquiries, taking into account the severity and impact of the reported issue on Customer's essential operations. 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.
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.