

Market Data

End User License Agreement

Last Modified: July 2026

This Agreement is a binding contract between you ("Customer," "you," or "your") and Foris DAX, Inc., an approved market data agent for the North American Derivatives Exchange Inc. ("Company," "we," or "us") and it governs your access to and use of the market-related data we make available to you through our website located at <https://dstg-data.3ona.co/> (the "Website") (such data, the "Market Data").

THIS AGREEMENT TAKES EFFECT WHEN YOU ACCESS THIS WEBSITE OR USE THE MARKET DATA (the "Effective Date"). BY ACCESSING THIS WEBSITE OR USING THE MARKET DATA, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS THIS WEBSITE. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE MARKET DATA.

1. Access and Use.

(a) Provision of Access. Subject to your continued compliance with the terms and conditions of this Agreement, Company hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Market Data through the Website solely for your internal business operations in the United States in accordance with the terms and conditions herein. As between you and us, we own the Market Data and reserve all rights not expressly granted to you in this Section 1(a). Nothing in this Agreement grants you or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the Market Data.

(b) Use Restrictions. You will only use the Market Data as permitted by Company and applicable law, and will not disclose, release, distribute, or deliver the Market Data, or any portion thereof, to any person or entity without our prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by us. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement or as required under applicable law, you may not: (i) use, permit the use of, permit access to, or distribute the Market Data to any third party; (ii) copy, modify, or create derivative works of the Market Data; (iii) reverse engineer, decompile, or disassemble any of the Market Data or any underlying software or technology we use to deliver the Market Data; (iv) distribute, sublicense, redistribute, or re-distribute the Market Data, or make any attempt to do so to any other person or entity; (v) sell, assign, transfer, rent, lease, pledge, publish, transfer, publicly display, or encumber the Market Data or make any attempt to do so; (vi) alter, remove, or hinder delivery of any data in the Market Data, including without limitation any formatting, ordering or placement of data, or any copyright, disclaimer, warning, data expiration date, or last updated date included in the data; (vii) publish, enhance, or display any compilation or directory based upon information derived from the Market Data; (viii) use the Market Data for any commercial purpose, including to develop, market, sell, or otherwise offer any product or service that incorporates, is based on, or is derived from the Market Data, without Company's prior written consent; (ix) use the Market Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (x) use the Market Data to develop, train, validate, update, improve, or modify any AI Technology (defined below), use the

Market Data as or in prompts for or inputs to any AI Technology, or otherwise process the Market Data through or using AI Technology; or (xi) access or use the Market Data through any automated means, including bots, scrapers, or similar technologies, except as expressly permitted through any API access separately authorized by Company. "AI Technology" means machine learning, deep learning, and other artificial intelligence ("AI") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.

(c) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily or permanently suspend your access to any portion or all of the Market Data or the Website in its discretion, including if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company IP (defined below); (B) your use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer or vendor of Company; (C) you are using the Company IP for fraudulent or illegal activities; (D) subject to applicable law, you have ceased to continue your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Market Data is or becomes prohibited by applicable law or its licensor(s); (ii) any licensor, service provider, or vendor of Company has suspended or terminated Company's access to or use of any service or product required to enable you to access the Market Data; or (iii) in accordance with Section 3 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Company will use commercially reasonable efforts to provide written notice of any Service Suspension to you and to provide updates regarding resumption of access to the Market Data following any Service Suspension. Company will use commercially reasonable efforts to resume providing access to the Market Data as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Neither Company, nor any of its affiliates, licensors, service providers, or vendors, will have any liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that you may incur as a result of a Service Suspension. The term "Company IP" means the Market Data, the Website, all documentation, information, and other materials related to the Market Data, and all software, technology, and other intellectual property used to provide any of the foregoing to you in connection with this Agreement.

2. Your Responsibilities.

(a) Compliance Requirements. The Market Data may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply, at all times, with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be provided by or on behalf of Company in connection with the Market Data from time to time.

(b) Monitoring and Recording. Company has implemented systems and procedures designed to track your use of and access to the Market Data, including the date, time, and duration of each session; the types or categories of Market Data accessed during each session; and the device type, IP address, and geographic location related to each session. In addition, all communications with Company, its affiliates, and third parties acting on their behalf, including keystrokes or messages submitted by you related to the Market Data, may be recorded without further notice, and such recordings may be provided to any regulatory agency (in conformance with applicable laws) and used as evidence in the event of any dispute. As between you and us, such recordings will be and remain the sole property of Company and will, in the absence of manifest error, be accepted by you as evidence of the communications so recorded. The period of

retention of such recordings will be at the sole discretion of Company (or its licensors, as applicable), which will act in conformity with applicable laws.

(c) Information Requirements.

(i) Company may require that you provide certain information and documentation prior to receiving access to or using the Market Data and periodically thereafter. Company may refuse to provide you with access to the Market Data if you fail to provide the information or documentation as requested. By providing the information and/or documentation, you are (A) representing and warranting to Company that all of the information and documentation is accurate, current, and complete and that you will immediately notify Company of any changes to that information or documentation; and (B) acknowledging and agreeing that Company may disclose the information and documentation to its affiliates, service providers, licensors, government authorities, regulatory agencies, and other third parties, which will act in conformity with applicable law. Company will retain the information and documentation for the retention period specified by applicable law, or 5 years following termination of your access to the Market Data, whichever is later.

(ii)

(iii) You are responsible and liable for all access to and use of the Market Data resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

3. Fees and Payment. Company may charge fees for your access to and use of the Market Data, as displayed on the Website or otherwise communicated to you, and you will promptly pay those fees without offset or deduction. You will make all payments hereunder in US dollars on or before the due date. If you fail to make any payment when due, without limiting Company's other rights and remedies: (a) Company may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (b) you will reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for 10 days or more, Company may suspend your access to any portion or all of the Market Data and the Website until such amounts are paid in full. All fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on Company's income.

4. Confidential Information. You may observe or otherwise access, or Company may disclose or otherwise make available to you, information about Company's or its affiliates' business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). You will not disclose Confidential Information to any person or entity, except to your employees who have a need to know the Confidential Information for you to exercise your rights or perform your obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement.

5. Intellectual Property Ownership: Feedback. As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to the Company IP. If you or any of your employees, contractors, or agents send or transmit any communications or materials to us by mail, email,

telephone, or otherwise, suggesting or recommending changes to the Market Data or its delivery, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and will cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

6. No Warranty. THE COMPANY IP IS PROVIDED "AS IS" AND "AS AVAILABLE," AND COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, BE AVAILABLE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

7. Indemnification. You will indemnify, hold harmless, and, at Company's option, defend Company, its affiliates, and their officers, directors, employees, agents, successors, and assigns from and against any and all Losses (defined below) arising from or relating to any claim brought by a third party based on your use of the Market Data; provided that you may not settle any claim against any Company indemnitee unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice. The term "Losses" means losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

8. Limitations of Liability. IN NO EVENT WILL COMPANY, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR US\$100, WHICHEVER IS LESS.

9. Termination. Company may terminate this Agreement (and all access to the Market Data and the Website) for any reason with or without notice. Upon termination, you will immediately discontinue use of the Company IP. No expiration or termination of this Agreement will affect your obligation to pay all fees that may have become due before such expiration or termination, or entitle you

to any refund. This Section 9 and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

10. Modifications. The date that this Agreement was last updated is shown above. We may, in our sole discretion, modify this Agreement from time to time. We will notify you of material changes by posting the updated Agreement on the Website. The modified terms will become effective on the date posted unless we specify a later effective date. You are responsible for periodically reviewing the Agreement for any modifications. Your continued access to or use of the Market Data or the Website after the effective date of the modifications will be deemed acceptance of the modified terms. If you do not agree to the modified terms, you must stop accessing the Website and using the Market Data.

11. Export Regulation. The Market Data and the software and technology we use to deliver it may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Market Data or the software or technology used to deliver the Market Data to, or make the Market Data or the software or technology used to deliver the Market Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Market Data or the software or technology used to deliver the Market Data available outside the US.

12. Governing Law and Jurisdiction. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER WILL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

13. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at www.crypto.com and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Market Data. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.