

## SOLANA MOBILE DAPP STORE

### DEVELOPER AGREEMENT

Version 2.0: Effective May 20, 2024

**PLEASE READ THIS DEVELOPER AGREEMENT (“Agreement”) CAREFULLY BEFORE SUBMITTING YOUR DEVELOPER ASSETS (AS DEFINED BELOW) TO SOLANA MOBILE. THIS AGREEMENT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND SOLANA MOBILE.**

Before submitting your Developer Assets to Solana Mobile to be made available through the dApp Store (as defined below), you must accept the terms of this Agreement, including without limitation the [Solana Mobile dApp Store Terms of Use](#) (the “**dApp Store Terms**”), which are hereby incorporated herein. Any capitalized terms used but not defined herein have the meaning given in the dApp Store Terms. In the event of a conflict between the dApp Store Terms and this Developer Agreement, the provisions of this Developer Agreement will control to the extent of such conflict.

By selecting the “I accept” button or other mechanism designed to acknowledge agreement, submitting your Developer Assets to Solana Mobile, or otherwise interacting with the dApp Publishing Platform (as defined below), you acknowledge and agree that you have read and agree to the terms of this Agreement on your behalf and/or on behalf of your company, organization, agency or other entity (collectively, “**Entity**”) as its authorized legal representative. You may not accept this Agreement on behalf of an Entity unless you are an employee or other authorized agent of such Entity with the right, power and authority to act on behalf of such Entity, in which case (i) “**you**” and “**your**” as used herein shall also include such Entity, and (ii) you represent and warrant that you have the authority to bind such Entity to this Agreement. IF YOU ARE UNWILLING TO ACCEPT THESE AGREEMENT TERMS, AND/OR YOU DO NOT HAVE THE RIGHT, POWER AND AUTHORITY TO ACT ON BEHALF OF AND BIND SUCH ENTITY, DO NOT SELECT THE “I ACCEPT” BUTTON OR OTHERWISE CLICK ON ANY BUTTON (OR OTHER) MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT SUBMIT, UPLOAD OR DISTRIBUTE (DIRECTLY OR INDIRECTLY) ANY DEVELOPER ASSETS OR ANY OTHER PRODUCT OR MATERIAL ON OR THROUGH THE DAPP PUBLISHING PLATFORM.

Solana Mobile reserves the right to change the terms of this Agreement (including without limitation, any Commission rate) from time to time, and provide you with reasonable notice of such change, including by posting a revised version of such terms on the dApp Store and/or dApp Publishing Platform or by emailing you at the most recent email address provided by you in connection with your use of the dApp Publishing Platform. If you do not agree with any such updated Agreement, you must stop using the dApp Publishing Platform. Continued use of the dApp Publishing Platform following notice of any such change will constitute acceptance of such updated Agreement.

#### 1. Definitions

1.1. “**Applicable Law(s)**” means, individually and collectively, applicable laws, rules, regulations, and judicial and governmental orders.

1.2. “**Commission**” means an amount payable to Solana Mobile which equals a percentage of the amount equal to the fee Developer received for the distribution of its Developer Applications less the transaction cost for such sale charged by the Payment Processor. The parties acknowledge that Solana Mobile currently charges a commission rate of 0.0% to Developer, which rate may be revised by Solana Mobile from time to time in accordance with the terms of this Agreement.

1.3. **“dApp Publishing Platform”** means the interface made available by Solana Mobile, and any tools (including any Publishing Tools) made available thereby or therethrough, that enables Developers to make Developer Applications available on or through the dApp Store.

1.4. **“dApp Store”** means that certain Solana Mobile platform (and all related content, materials and services), currently referred to as the “dApp Store,” and any and all successors, replacements, new versions, and updates and upgrades thereto, which platform allows: (a) Developers to submit Developer Applications for inclusion in the dApp Store, (b) Developers to make available Developer Applications to End Users, and (c) End Users to purchase and/or download (via in-product access and/or through one or more Solana Mobile Sites) Developer Applications.

1.5. **“Developer”** means the person or Entity that accepts this Agreement and submits a Developer Application to the dApp Publishing Platform subject to the terms of this Agreement.

1.6. **“Developer Application”** means a software application or other item or material developed and branded by or for Developer which is compatible with and relevant to the designated Solana Mobile Product and is submitted by Developer to the dApp Publishing Platform for distribution through the dApp Store. Developer Application includes all extensions, revisions, bug fixes, updates, upgrades, modifications, enhancements and new versions submitted to the dApp Publishing Platform, and any services or subscriptions provided through or in connection with Developer Application.

1.7. **“Developer Assets”** means, collectively, Developer Applications and Developer Marks.

1.8. **“Developer Marks”** means Developer’s trademarks, service marks, logos, and other indicia of brand identity.

1.9. **“End User”** means the end user of a Developer Application.

1.10. **“End User License Agreement”** or **“EULA”** means the end user license agreement or terms of service between Developer and each of its End Users.

1.11. **“Feedback”** means all suggestions, comments, input, ideas, reports, information or know-how (whether in oral, electronic or written form) provided by Developer to Solana Mobile in connection with Developer’s evaluation and use of any Solana Mobile Properties.

1.12. **“Intellectual Property Rights”** means all rights in and to trade secrets, patents, copyrights, trademarks, knowhow, as well as moral rights, and similar rights of any type under the laws of any governmental authority, domestic or foreign or any international treaties.

1.13. **“Open Source Software”** means software that is subject to any license (including, without limitation, the GNU General Public License or GNU Lesser/Library General Public License) which requires that such software be, as a condition of use, copying, modification or redistribution: (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributed free of charge.

1.14. **“Payment Processor”** means a third party payment processing service provider designated by Developer to process all payments and charges for Developer Applications.

1.15. **“Product Guidelines”** means any instructions or guidelines provided by Solana Mobile and detailing the specifications, requirements and guidelines to which Developer Application must conform in order to be distributed through the dApp Store.

1.16. **“Publishing Tool”** means any applications programming interface information that specifies the requirements for interfacing to (e.g., invoking or directing the functions of) the Solana Mobile

Product, and other toolkits, libraries, scripts, reference or sample code, and similar Publishing Tools made available through the dApp Publishing Platform or otherwise provided or made available by Solana Mobile.

1.17. **“Review”** has the meaning set forth in the dApp Store Terms.

1.18. **“Solana Mobile”** means Solana Mobile, Inc., a Delaware corporation located at 530 Divisadero St., PMB 722, San Francisco, CA 94117.

1.19. **“Solana Mobile Properties”** means, collectively, the dApp Store, Solana Mobile Site, dApp Publishing Platform, Solana Mobile Confidential Information, Solana Mobile Products (including, without limitation, any Publishing Tools provided therewith) and Solana Mobile Materials.

1.20. **“Solana Mobile Confidential Information”** means any information that Solana Mobile designates as being confidential or which, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Solana Mobile Confidential Information may be in tangible or intangible form and disclosed orally, visually or in writing. Solana Mobile Confidential Information includes, without limitation, any non-public information related to the Solana Mobile Phone or any of Solana Mobile’s pre-release products, product names, code names, specifications, development plans and results, research activities and results, improvements, functionality, defects, errors, techniques, inventions, whether patentable or not, code, documentation, algorithms, formulas, data structures, scripts, protocols, application programming interfaces and other technical information, marketing or promotional plans or materials, product pricing, product costs, business opportunities and financial information, strategies, timetables, forecasts, business policies or practices, processes, ideas, know-how and expertise of employees or consultants, and information received from third parties which Solana Mobile is obligated to keep confidential. Solana Mobile Confidential Information does not include any information, as evidenced by contemporaneous written records, that: (a) is or subsequently becomes publicly available without a breach of any of Developer’s obligations hereunder; (b) was known by Developer prior to disclosure by Solana Mobile, without an obligation of confidentiality; (c) became known by Developer from a third party, other than by the breach of any obligation of confidentiality; or (d) is independently developed by Developer without use of or access to Solana Mobile Confidential Information.

1.21. **“Solana Mobile Materials”** means any Solana Mobile Product or Solana Mobile Site and any and all trademarks, service marks, logos, brand features, content, hardware, software, data, or other materials, and all Intellectual Property Rights therein.

1.22. **“Solana Mobile Parties”** means Solana Mobile, its affiliates and subsidiaries, and each of their respective officers, directors, employees and representatives.

1.23. **“Solana Mobile Products”** means Solana Mobile’s generally available commercial devices, software programs, operating systems, products, or other services, (including, without limitation, any extensions, revisions, corrections, patches, service packs, updates, upgrades, modifications, enhancements and versions thereto) provided or made available by Solana Mobile. Solana Mobile Products may also include Solana Mobile software programs, devices, products, applications or components provided or made available by Solana Mobile, which are not in final form and have not been commercially released to the general public, including without limitation any related specifications and all versions thereof, whether labeled alpha, beta, pre-release, preview or otherwise.

1.24. **“Solana Mobile Site”** means any website, web app, or mobile application owned or operated by Solana Mobile, and all its subpages, subdomains, online platforms, or any alternatives or replacements for the same, designated by Solana Mobile in its sole discretion.

## 2. Use of the dApp Publishing Platform.

2.1. **Delivery.** Delivery of each Developer Application will be made by electronic transmission to the dApp Publishing Platform. Developer will make available in an easily accessible location within each Developer Application a link to the applicable privacy policy and EULA and the text of such privacy policy and EULA. By submitting a Developer Application to Solana Mobile, Developer represents and warrants that such Developer Application satisfies and complies with the terms of this Agreement, the Product Guidelines and all Applicable Laws.

2.2. **Support.** In the event that any issues arise related to your use of the dApp Publishing Platform, you may direct any Feedback to Solana Mobile, and its associated developer community, by opening an “issue” on Solana Mobile’s GitHub page, located at <https://github.com/solana-mobile>. Solana Mobile reserves the right, but has no obligation, to respond to any such Feedback or issues.

2.3. **dApp Store Reviews.** Developer acknowledges and agrees that the dApp Store may enable the publication of Reviews from End Users. Developer shall not, directly or indirectly, submit or cause, request, or incent any third party to submit any review of any Developer Application or other Application that violates the dApp Store Review Policy. In particular, and without limiting the foregoing, Developer will not, directly or indirectly, attempt (or cause or permit any third party to attempt) to manipulate any Reviews, including by (i) submitting any false, misleading, or untruthful content; or (ii) purchasing or soliciting Reviews from any person that is not an authentic End User of the applicable Developer Application. In the event of Developer’s breach of this Section 2.3, without limiting any of Solana Mobile’s other rights and remedies hereunder, Solana Mobile may in its sole and absolute discretion to remove such Reviews, remove the applicable Developer Application from the dApp Store, prohibit Developer from using the dApp Store, take legal action against Developer, and report Developer to applicable legal authorities.

3. Monitoring and Enforcement. Solana Mobile reserves the right, but has no obligation, to review any Developer Application prior to or at any time subsequent to the publication of such Developer Application to the dApp Store and may remove any Developer Application from the dApp Store at any time and for any or for no reason, with or without cause, and without any liability whatsoever (including without limitation, for any development costs). Any failure to review or remove a Developer Application by Solana Mobile shall not relieve Developer of any of the obligations under Section 5 (Responsibility for Developer Assets; Release of Solana Mobile). Developer will be solely responsible for (i) developing Developer Applications that are safe, free of defects in design, operation and performance, and comply with the terms of this Agreement, the Product Guidelines and all Applicable Laws; (ii) any associated documentation and End User customer support and warranty of Developer Applications; and (iii) ensuring that the Product Assets as submitted to the dApp Publishing Platform include a EULA and privacy policy that accurately reflect the functionality of the Developer Application and the rights and obligations of Developer and each end user of such Developer Application with respect thereto, and otherwise comply with Section 10.6 (End User Licensing). For purposes of clarity, the fact that Solana Mobile may have reviewed any of Developer Applications will not relieve Developer of any of the responsibilities described in this Agreement. Once distributed by Developer through the dApp Store, Solana Mobile reserves the right, in its sole discretion, to make all decisions regarding placement or promotion of Developer Applications on the dApp Store.

## 4. Price, Commission, Taxes & Refunds

4.1. **Price.** Developer is responsible for setting the price or fee (including, without limitation, subscription fees or any periodic or one-time payments) that End Users must pay for Developer Applications. For purposes of clarity, Developer may choose to distribute or make available any Developer Application at no charge to End Users.

4.2. **Payment.** Any and all payments for Developer Applications shall be made through the Payment Processor. Accordingly, Developer agrees that, as between Developer and Solana Mobile, Developer is solely responsible for entering into a payment agreement with the Payment Processor, abiding by all the rules and policies required by the Payment Processor as the “Seller of Record,” and maintaining a valid account in good standing with such Payment Processor. Developer is solely responsible for verifying that it has received payment for each distribution of the Developer Applications through the dApp Store.

4.3. **Commission.** The parties acknowledge that Solana Mobile charges a commission rate of 0.0% to Developer for any Developer Application.

4.4. **Taxes.** Developer shall be solely responsible for any and all taxes attributable to the Developer Applications and the Commission, including without limitation, sales, use, excise, import, export, value-added tax and other taxes. Developer shall be solely responsible for verifying if a Developer Application is taxable and notifying Payment Processor of the applicable tax rate for the Payment Processor to collect for each taxing jurisdiction, and for remitting taxes to the appropriate taxing authority.

4.5. **Refunds.** Developer shall be solely responsible for issuing any refunds to End Users or otherwise resolving End Users’ complaints.

5. **Responsibility for Developer Assets; Release of Solana Mobile.**

5.1. **Responsibility for Developer Assets.** Developer is solely responsible for (i) the development, installation, distribution, use, support, maintenance and warranties of Developer Assets, and (ii) any and all liabilities or claims with respect to Developer Assets (including, without limitation, for product liability, property damage, personal injury or death, losses, damages, infringement of third party rights, violation of Section 11 (Data Privacy), or violation of any Applicable Laws). Developer shall ensure that the Developer Applications are delivered or provided in accordance with its EULA. Developer shall ensure that all Developer Applications utilize best-in-class security and encryption features.

5.2. **Release of Solana Mobile.** Developer is solely responsible for its use of the Solana Mobile Properties in compliance with the terms of this Agreement, the Product Guidelines and all Applicable Laws. Developer agrees that Solana Mobile shall have no responsibility or liability whatsoever in connection with the responsibilities and obligations set forth in the foregoing sentence and in Section 5.1 and, to the maximum extent permitted by Applicable Laws, Developer hereby releases and waives all claims against Solana Mobile Parties from any and all liability for claims, damages (including direct, indirect and consequential), costs and expenses (including litigation costs and attorneys’ fees) of every kind and nature, arising out of or in any way connected with Developer Assets and Developer’s use of any Solana Mobile Properties. IF DEVELOPER IS A CALIFORNIA RESIDENT, IT WAIVES ITS RIGHTS UNDER CALIFORNIA CIVIL CODE § 1542, WHICH STATES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” Residents of other states and nations similarly waive their rights under applicable and/or analogous laws, statutes, or regulations.

6. Representations and Warranties. Developer represents and warrants to and for the benefit of Solana Mobile that (i) it has full right and authority to grant the rights granted in this Agreement and in the EULA, including all Intellectual Property Rights, and no other party's permission is required, (ii) Solana Mobile's and End Users' exercise of their respective rights does not and will not violate or infringe upon the rights of any third party or violate any Applicable Laws (including, by way of example, but not limited to, those relating to privacy, data collection, consumer protection and import/export), (iii) all information Developer provides in connection with Developer Assets is and will be accurate, complete and up-to-date, (iv) Developer Assets do not and will not contain software viruses, malicious code, harmful materials, or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, (v) Developer did not use, and Developer materials do not and will not contain, any Open Source Software in the development of any Developer Application which would cause any Solana Mobile Product to be subject to any licensing terms for such Open Source Software; (vi) Developer understands, acknowledges and agrees that the legal requirements pertaining to blockchain technologies generally are uncertain, and Developer has conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital or crypto assets used as part of any Developer Application may constitute securities under applicable legal requirements, and hereby irrevocably disclaims and disavows reliance upon any statements or representations made by or on behalf of, or information made available by, Solana Mobile, in determining to enter into this Agreement; (vii) There are no legal proceedings pending that relate to Developer's activities relating to any digital or crypto assets or other token-trading or blockchain technology related activities; (viii) Developer has not failed to comply with, and has not violated, any applicable legal requirement relating to any blockchain technologies, digital asset or token trading or staking activities or minting of any digital or crypto asset; (ix) no investigations or reviews by any governmental entity are pending or, to Developer's knowledge, have been threatened against or with respect to Developer, nor does any government order or action prohibit Developer or any of its representatives from engaging in or continuing any conduct, activity or practice relating to the matters contemplated by this Agreement; (x) Developer is not, and Developer will not authorize, enable, or permit any use of the dApp Publishing Platform by any person or Entity that is: (1) in, under the control of, or a national or resident of any jurisdiction subject to a U.S. trade embargo (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine); (2) identified on any export- or sanctions-related restricted party list, including but not limited to the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; and (xi) Developer maintains general liability and other appropriate insurance in an amount appropriate to the nature and scope of Developer's services, products and business, which is reasonable and customary in its industry for companies of comparable size and activities.

7. Removal of Developer materials. Developer may remove any of Developer Assets from the dApp Store at any time and for any reason, provided that it does not affect the license rights of users who have already downloaded, accessed or purchased the Developer Applications or otherwise used Developer Assets. In addition, Solana Mobile may, in its discretion, remove any of Developer Assets from the dApp Store at any time, with or without cause and without any liability whatsoever, including, without limitation, for any losses, damages, costs or expenses. Solana Mobile may elect to provide Developer with notice of such removal in accordance with Section 16.1.1.

8. Solana Mobile Confidential Information. Developer agrees to (i) use Solana Mobile Confidential Information solely for the purposes of developing, testing, evaluating, publishing, supporting and

maintaining the Developer Application(s) and providing Feedback; (ii) not disclose any Solana Mobile Confidential Information to third parties; and (iii) take reasonable security precautions that are at least as protective as the precautions Developer takes to protect its own confidential information of a similar nature, but using no less than reasonable care, to keep confidential the Solana Mobile Confidential Information. Developer may disclose Solana Mobile Confidential Information only to Developer's employees and consultants on a need-to-know basis, provided such employees and consultants have appropriate written agreements with Developer sufficient to enable Developer to comply with all the provisions of this Agreement. Developer guarantees the performance of this provision by each employee or consultant obtaining Solana Mobile Confidential Information from Developer. Developer agrees to notify Solana Mobile immediately upon discovery of any unauthorized use or disclosure of Solana Mobile Confidential Information or any other breach of this Agreement by Developer or its employees or consultants, and will cooperate with Solana Mobile in every reasonable way to help Solana Mobile regain possession of the Solana Mobile Confidential Information and prevent its further unauthorized use or disclosure. Developer may disclose Solana Mobile Confidential Information in accordance with a judicial or other governmental order, provided Developer gives Solana Mobile immediate written notice (in any event no less than five (5) days prior to such disclosure) and reasonable assistance to allow Solana Mobile a reasonable opportunity to seek a protective order or equivalent protection.

9. No Reliance. Solana Mobile Properties may include or reference planned or future development efforts. Such references are not intended to be a promise or guarantee of future delivery of products, services or features but merely reflect current plans, which may change. Accordingly, Developer will not rely on Solana Mobile Properties for development, sales, marketing, distribution or any other purposes.

#### 10. Proprietary Rights and Licensing

10.1. Ownership by Developer. Solana Mobile acknowledges and agrees that as between the parties, Developer owns all right, title and interest (including all Intellectual Property Rights) in and to Developer Assets.

10.2. Ownership by Solana Mobile. Developer acknowledges and agrees that as between the parties, Solana Mobile owns all right, title and interest (including all Intellectual Property Rights) in and to the Solana Mobile Properties.

10.3. License by Developer. Subject to this Agreement, Developer grants to Solana Mobile and any resellers, channel partners and authorized subcontractors, under all of Developer's Intellectual Property Rights, a non-exclusive, worldwide, royalty-free license, with right to sublicense, to:

10.3.1. Make available, publicly display, perform, demonstrate, transmit, store, import and broadcast Developer Applications and enable distribution of Developer Applications (subject to the EULA between End User and Developer) through the dApp Store;

10.3.2. Use, reproduce, make available, publicly display and perform Developer Marks (including, without limitation, Developer's trademarks, service marks, logos, brand features, screen shots, images, artwork, icons) for purposes of marketing, promoting and publicizing Developer Applications and the dApp Store; and

10.3.3. Make, have made, use, copy, modify, and create derivative works of the Feedback as part of any Solana Mobile product, program, service, technology, specification or documentation and publicly perform and display, import, broadcast, transmit, distribute, license, offer to sell and sell, rent, lease or lend copies of the Feedback (and derivative works thereof and improvements

thereon), without compensation or reporting to Developer. This license in Section 10.3.3 will be perpetual and irrevocable.

**10.4. License by Solana Mobile.** To the extent that it is necessary for Developer to use the dApp Publishing Platform in order to develop and maintain the Developer Application, Solana Mobile hereby grants to Developer a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to use such dApp Publishing Platform internally and only for Developer's development and support of its Developer Application. Subject to Developer's compliance with the terms of this Agreement, Developer may also reproduce, modify or distribute certain Publishing Tools that are either (a) identified as redistributable or (b) by nature would be clearly required to be distributed, as embedded in and constituting an integrated part of the Developer Application in order to be compatible with the relevant Solana Mobile Product. Unless otherwise specifically designated, Developer acknowledges that the dApp Publishing Platform (including such Publishing Tools) will be deemed Solana Mobile Confidential Information.

**10.5. Reservation of Rights.** Except as expressly granted in this Agreement, neither party shall have any rights of any kind in the other party's intellectual property, proprietary technology, websites, products, programs or services. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a license to Solana Mobile's or to Developer's Intellectual Property Rights other than in accordance with the terms of this Agreement.

**10.6. End User Licensing.** Each copy of Developer Applications made available on the dApp Store will be accompanied by a EULA. Each EULA will be solely between Developer and the End User, and will conform to all Applicable Laws. Solana Mobile shall not be responsible for, and shall not have any liability whatsoever to Developer or any third party in connection with, any EULA (including, without limitation, the then-current standard dApp Store EULA) or any breach thereof by Developer or any End User. Each EULA shall be at least as restrictive as the sample EULA set forth in Exhibit A. In the event that Developer does not furnish its own EULA for any Developer Application, Developer agrees that each End User's use of that Developer Application shall be subject to the then-current standard dApp Store EULA.

**11. Data Privacy.** Developer will comply with the responsibilities set forth in Solana Mobile's Data Protection Addendum and incorporated herein by reference.

**12. Independent Development.** Developer understands that Solana Mobile is in the business of developing and commercializing devices, software, products, materials and services and that Solana Mobile may be developing, and may develop in the future, software programs or other products, programs, materials or services which are similar to, and may otherwise compete with, Developer materials. In addition, Solana Mobile may work with other software developers (whether through the dApp Store or otherwise) whose products, programs, materials or services compete, or will compete with, Developer materials. Nothing in the terms of this Agreement or otherwise with respect to the dApp Store, shall limit or restrict Solana Mobile's right to develop, license, commercialize, distribute, market or otherwise exploit products, programs, services or materials that are the same as, similar to, or compete with Developer Applications. Developer further understands and agrees that Solana Mobile will have no confidentiality obligations or restrictions whatsoever regarding any information that Developer provides to Solana Mobile, either directly or indirectly, in connection with Developer materials, Developer's business or otherwise. Accordingly, Developer should not disclose anything to any Solana Mobile Parties that Developer desires to keep confidential.

**13. Disclaimer.** SOLANA MOBILE PARTIES MAKE NO (AND HEREBY DISCLAIM ALL) REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO ANY OF THE MATTERS CONTEMPLATED BY THIS AGREEMENT, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. THE SOLANA MOBILE



PROPERTIES ARE PROVIDED FOR USE AT DEVELOPER'S OWN RISK AND "AS IS," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SOLANA MOBILE PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, EQUITY, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOLANA MOBILE PARTIES SPECIFICALLY DO NOT WARRANT THAT SOLANA MOBILE PROPERTIES WILL MEET DEVELOPER'S REQUIREMENTS; WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OR OUTPUT OF THE SOLANA MOBILE PROPERTIES WILL BE ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED; THAT ANY OR ALL ERRORS OR DEFECTS IN THE SOLANA MOBILE PROPERTIES WILL BE CORRECTED; OR THAT ANY SOLANA MOBILE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE DAPP STORE) IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. DEVELOPER USES THE SOLANA MOBILE PROPERTIES AT ITS OWN RISK. SOLANA MOBILE HAS THE RIGHT, IN ITS SOLE DISCRETION, TO MAKE CHANGES TO, SUSPEND, OR DISCONTINUE ANY SOLANA MOBILE PROPERTIES (OR ANY PORTION THEREOF) AT ANY TIME. DEVELOPER FURTHER ACKNOWLEDGES THAT SOLANA MOBILE SHALL HAVE NO OBLIGATION WHATSOEVER TO RELEASE OR OTHERWISE MAKE GENERALLY AVAILABLE, ANY SOLANA MOBILE PROPERTIES. Solana Mobile is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the Solana Network. Solana Mobile is not responsible for any delay or failure to report any issues with the Solana Network, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

**14. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL SOLANA MOBILE PARTIES BE LIABLE FOR ANY CLAIM FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND), NOR SHALL SOLANA MOBILE PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR RELATING TO DEVELOPER'S USE OR INABILITY TO USE ANY SOLANA MOBILE PROPERTIES OR RESULTING FROM A FORCE MAJEURE EVENT, AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. DEVELOPER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE, IS TO CEASE USE OF THE SOLANA MOBILE PROPERTIES.

**15. Indemnification.** To the fullest extent permitted by Applicable Law, Developer agrees to indemnify, defend, and hold harmless Solana Mobile and the Solana Mobile Parties from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the dApp Publishing Platform, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) any Developer Assets, (b) Developer's use of any Solana Mobile Properties, (c) Developer's obligations under Section 5, (d) any breach of any EULA between Developer and any End User; and (e) any breach of this Agreement. Developer agrees to promptly notify Solana Mobile of any third-party Claims and cooperate with the

Solana Mobile Parties in defending such Claims. Developer further agrees that the Solana Mobile Parties shall have control of the defense or settlement of any third-party Claims.

## 16. General Provisions

16.1. **Notices.** All notices hereunder shall be made as follows:

16.1.1. If to Developer: by email to the email address Developer provided to Solana Mobile when Developer registered for an account on the dApp Publishing Platform, or another address as subsequently designated by Developer according to the notice provisions hereof.

16.1.2. If to Solana Mobile: legal@solanamobile.com, or another address as subsequently designated by Solana Mobile according to the provisions hereof. Notices will be effective one (1) day after sending to the above email address(es).

16.2. **Relationship of the Parties.** Developer and Solana Mobile are independent contractors, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between the parties. Neither party is or shall represent itself as an agent, legal representative, employee, or partner of the other party.

16.3. **No Waiver.** If one party does not enforce a legal right or remedy available to it under this Agreement or Applicable Laws, that failure will not be considered a waiver of its right to enforce those rights or remedies in the future.

16.4. **Injunctive Relief.** Developer's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Solana Mobile for which there will be no adequate remedy at law; and, in the event of such breach, Developer agrees that Solana Mobile will be entitled to injunctive relief, and such other and further relief as may be proper (including monetary damages if appropriate).

16.5. **Governing Law.** This Agreement and the parties' relationship hereunder shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its choice of law provisions. Subject first to Section 16.6, the parties agree to bring and maintain any litigation related to this Agreement exclusively in San Francisco, California. The parties expressly submit themselves to the exclusive jurisdiction and venue of such courts. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. If a court of competent jurisdiction determines that a provision of this Agreement is unenforceable, that provision of the Agreement will be deemed modified to the extent necessary so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

16.6. **Arbitration.** The parties agree to resolve all disputes arising under or in connection with the Agreement through binding arbitration. A party who intends to seek arbitration must first send a written notice of the dispute to the other party. The parties will use good faith efforts to resolve the dispute directly, but if the parties do not reach an agreement to do so within 30 days after the notice is received, either party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("**AAA**"). The arbitration will be conducted in English in San Francisco, California. If the parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA will be final and binding on the parties. The arbitrator must be independent of the parties. The arbitrator's decision will be final and binding on both parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and

expenses of the arbitration will be shared equally by both parties; however, if the arbitrator finds that either the substance of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA rules. Notwithstanding the foregoing, this Section 16.6 will not prohibit either party from: (i) bringing an individual action in small claims court; (ii) seeking injunctive or other equitable relief in a court of competent jurisdiction if so permitted under this Agreement; (iii) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available; or (iv) filing suit in a court of law to address an intellectual property infringement or misappropriation claim. If this Section 16.6 is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described in Section 16.5 will govern any action arising out of or related to the Agreement.

**16.7. Government Rights.** Solana Mobile provides the dApp Publishing Platform, including any related software, data, and technology, for ultimate government end use solely in accordance with the following: The dApp Publishing Platform shall constitute “commercial” computer software. Government technical data and software rights related to the dApp Publishing Platform include only those rights customarily provided to the public as defined in the Agreement. These customary commercial licenses are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Customer-Side Application) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Customer-Side Application or Computer Customer-Side Application Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Solana Mobile to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

**16.8. Export Regulations.** Developer is responsible for ensuring that its provision of Developer Assets to Solana Mobile and its offer of Developer Applications to its End Users on or through the dApp Store as contemplated by this Agreement does not and will not violate the Export Administration Regulations of the United States Department of Commerce or any other applicable U.S. government regulation regarding the export or re-export of United States source technical information as well as similar trade and export laws and regulations of Developer’s country.

**16.9. Force Majeure.** Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, epidemic, pandemic, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**16.10. No Publicity.** Developer shall not make any public statement, press release, or other announcement relating to any Solana Mobile Properties (including, without limitation, the dApp Store) or this Agreement without the prior written approval of Solana Mobile, except as required by law.

**16.11. Entire Agreement.** Except as otherwise supplemented and amended, as provided in the introduction hereto, all terms, conditions and provisions of this Agreement shall remain in full force and effect. This Agreement, together with the Product Guidelines and any exhibits, which are incorporated by reference into the Agreement, contains the entire agreement between Developer and Solana Mobile with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Developer and Solana Mobile.