

SOLANA DAPP STORE
TERMS OF USE
Last Updated: January 25, 2023

Solana Mobile Inc. ("**Solana Mobile**", "**us**" or "**we**") provides a marketplace (our "**dApp Store**") through which you can purchase or otherwise access mobile decentralized applications ("**Applications**," as further defined below) that operate on, interact with or otherwise complement (i) Solana Mobile's mobile operating system running on the Solana Mobile Phone (as defined below) (the "**Operating System**"); and (ii) the Solana Network (as defined below).

THESE DAPP STORE TERMS OF USE (THE "**DAPP STORE TERMS**") GOVERN YOUR USE OF THE DAPP STORE. WHEN YOU DOWNLOAD AN APPLICATION FROM THE DAPP STORE OR OTHERWISE ACCESS AND/OR USE THE DAPP STORE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE DAPP STORE TERMS. We may amend or modify these dApp Store Terms at any time and from time to time. When we modify these dApp Store Terms, we will update the "Last Updated" date on these dApp Store Terms. You are solely responsible for regularly reviewing these dApp Store Terms and any updates hereto. If you do not agree to the terms set forth in these dApp Store Terms or any updates or modifications hereto, you may not access and use the dApp Store.

THE DAPP STORE IS A MARKETPLACE ON WHICH DEVELOPERS (AS DEFINED BELOW) CAN MAKE AVAILABLE AND SELL, AND USERS CAN PURCHASE, DOWNLOAD, OR OTHERWISE ACCESS, APPLICATIONS. SOLANA MOBILE MAY FACILITATE TRANSACTIONS BETWEEN A DEVELOPER AND YOU, BUT SOLANA MOBILE IS NOT A PARTY TO ANY AGREEMENT BETWEEN YOU AND ANY SUCH DEVELOPER. YOU AGREE THAT SOLANA MOBILE SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, OR RESULTING FROM ANY DISPUTE BETWEEN YOU AND ANY DEVELOPER OR ANY OTHER USER OF THE DAPP STORE. SOLANA MOBILE MAKES NO CLAIMS ABOUT THE FUNCTIONALITY OR AUTHENTICITY OF ANY APPLICATION OFFERED OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE DAPP STORE.

1. **Definitions.** The following definitions shall apply for the purposes of these dApp Store Terms:

"**Application**" means a decentralized application that is compatible with the Operating System and the Solana Network and that is offered or otherwise made available for end users to download, purchase, or otherwise access in or through the dApp Store, and includes any products and services that may be made available through such Application.

"**dApp Store User Interface**" means the interactive, visual components of the Operating System through which you view and interact with the dApp Store, whether made available to you on the Solana Mobile Phone or any other mobile device which supports such Operating System.

"**Developer**" means, with respect to an Application, the developer or provider thereof. Solana Mobile is not the Developer of any Application except to the extent expressly identified as such in the dApp Store in connection with such Application.

"**Mnemonics**" refers to any series of words or characters utilized by you for the purpose of aiding in your decryption of a Private Key, Digital Wallet Data or any other data.

"**Program**" means a discrete piece of software compatible or integrated with, or otherwise accessible through, the dApp Store or one or more Applications, and may include without limitation the following: (a) a smart contract, or networks of smart contracts, existing on the Solana Network, which may be interacted with through an Application; (b) Operating System-level software pre-installed on the Solana Mobile Phone; and (c) other independent software running on the Operating System,

which you may not explicitly opt to download or otherwise interact with. A Program may be owned or made available by Solana Mobile or by a third party.

“Solana Mobile Phone” means any mobile device offered, sold, or otherwise distributed by Solana Mobile which utilizes the Operating System.

“Solana Network” means the permissionless digital blockchain network ledger known as Solana.

“Private Key” means a 256-bit number which can be asymmetrically applied to a 256-bit secure hash algorithm to yield an associated public key (together with the Private Key, a **“Keypair”**), which Keypair can be used to (i) interact with Programs on the Solana Network and (ii) hold or store digital or crypto assets.

“Digital Wallet” means any software and associated user interface used by you to (i) store or interact with your Keypair and/or (ii) sign transactions on the Solana Network.

2. Overview. If you purchase or obtain an Application, you will be purchasing or obtaining such Application directly from the Developer, not from Solana Mobile, and your purchase and/or use thereof may be subject to additional terms and conditions as made available by such Developer. You acknowledge and agree that Solana Mobile has no responsibility or liability to you arising from or in connection with any interaction of any Application with any other Program, including without limitation any such interaction that results in any: (i) loss of any digital or crypto asset; and (ii) loss of other rights or opportunities available to you on the Solana Network or any other decentralized network. For clarity, the Operating System includes all variations of the Operating System made available through any Solana Mobile Phone or any other mobile device running the Operating System, or any of its variations, including such variations as may be developed by third party sources not controlled by and/or affiliated with Solana Mobile, but which variations nonetheless may provide you access to the dApp Store.
3. Listings. Solana Mobile may prioritize the display of certain Applications (the **“Prioritized Applications”**) in the dApp Store User Interface from time to time. Prioritized Applications may be selected by Solana Mobile, or by other users of the dApp Store. Solana Mobile reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Applications from the dApp Store, at any time and for any or no reason. You agree that by using the dApp Store you may be exposed to Applications, including Prioritized Applications, that you may find offensive, indecent or objectionable, and that you use the dApp Store at your own risk. You agree that Solana Mobile does not make any representations and warranties with respect to any Prioritized Application.
4. User Agreement; Representations and Warranties
 - 4.1. When you use the dApp Store, including without limitation to propose, initiate, agree to or complete a purchase an Application, you acknowledge and agree to the following:
 - 4.1.1. Solana Mobile is not an agent or intermediary of any user. Solana Mobile does not store or have access to or control over any of your digital or crypto assets or any of a user’s Keypair, passwords, Digital Wallets, or other property. Solana Mobile is not capable of performing transactions or sending transaction messages on behalf of any user.
 - 4.1.2. The prices of digital or crypto assets can be extremely volatile. We cannot and do not guarantee that any digital or crypto asset will not lose value.
 - 4.1.3. You are solely responsible for determining what, if any, taxes apply to your transactions involving any digital or crypto asset.
 - 4.1.4. Digital or crypto asset exist and can be transferred only by virtue of the ownership record maintained on the Solana Network.

- 4.1.5. There are risks associated with using any digital or crypto asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your information.
- 4.1.6. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is evolving, and new regulations or policies may materially adversely affect the same.
- 4.2. When you use the dApp Store, you represent and warrant to and for the benefit of Solana Mobile, its affiliates and its and their respective representatives that:
 - 4.2.1. You are sophisticated, experienced and knowledgeable in the selling, buying or staking of any digital or crypto asset, as applicable. Additionally, you have conducted an independent investigation of the dApp Store and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to engage in any transaction using the dApp Store, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies generally are uncertain, and you have 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 asset may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow 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 or use the dApp Store.
 - 4.2.2. There are no legal proceedings pending that relate to your activities relating to any digital or crypto asset or other token-trading or blockchain technology related activities.
 - 4.2.3. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading or staking activities or minting any digital or crypto asset. No investigations or reviews by any governmental entity are pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to minting or staking digital or crypto assets.
 - 4.2.4. You are not, and you will not authorize, enable, or permit any use of the dApp Store by any person 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.
- 4.3. Disclaimer of Representations and Warranties by Solana Mobile. YOU ACKNOWLEDGE AND AGREE THAT SOLANA MOBILE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY APPLICATION MADE AVAILABLE BY ANY THIRD-PARTY DEVELOPER THROUGH THE DAPP STORE. Without limiting the foregoing, you expressly acknowledge that Solana Mobile makes no representations or warranties regarding (i) the timeframe that any Applications, including Prioritized Applications, will remain available for use by you, any of your counterparties within such Application, or the general public; (ii) the safety and security of any Applications, including Prioritized Applications (as further described in Section 4 below); (iii) the utility of any Application, including such Application's ability to function as represented by the Developer, any

other third party, or otherwise as commonly understood; or (iv) the stability of any Application, including such Application's capacity to operate without substantial bugs, glitches, or other software failures which may materially undermine such Application's primary and/or stated functionality. Your Representations and Warranties.

5. Security. You acknowledge and agree that Solana Mobile has no obligation to, and may not, verify or screen for any security features of any Applications made available on or through the dApp Store, including without limitation Prioritized Applications. Such features include, but are not limited to, (i) the encryption and management of your Private Key; (ii) any Mnemonics used to encrypt your Private Key; (iii) any other passwords, keys, and encryption devices used to obtain and/or protect your Private Key; as well as (iv) any other sensitive data, the loss of which could lead to negative economic, or other, consequences for you. You agree that your use of the dApp Store may expose you to Applications with a range of possible security vulnerabilities, resulting in (a) malicious theft of your Private Key; (b) use of your Private Key for staking or other economic or community purposes not authorized or intended by you; and (c) use of your Private Key for the exploitation of bugs or other vulnerabilities in the Applications or the Solana Network, and that you use the dApp Store at your own risk. You expressly acknowledge and agree that all use of the dApp Store and any Applications made available thereby or therethrough is at your own risk, and that Solana Mobile makes no representations or warranties regarding the security or safety of any Applications, or of the interaction of any Application with any Program.
6. EULA. Your access to and use of any Application will be subject to any applicable agreement made available by the Developer for such Application ("**EULA**"). The EULA will govern the Applications and be directly between you and Developer. Solana Mobile is not a party to the EULA. In the event of any conflict between these dApp Store Terms and any EULA, the terms of these dApp Store Terms will take precedence, but solely to the extent of such conflict. Applications shall be used solely within the Operating System and solely by the user who purchased or otherwise acquired such Application. You will not copy, publish, transmit, distribute, transfer or sell any Application you have accessed through dApp Store for any purpose, unless otherwise explicitly permitted by the applicable Developer. In certain cases, a Developer may terminate its provision of Applications to the dApp Store. Solana Mobile has no responsibility to ensure that this termination process takes place in the manner stipulated by Developer, and you agree and acknowledge that Solana Mobile cannot control the Developers or Applications, makes no commitment about the future availability of any Application, and shall have no liability to you arising from any such termination. Notwithstanding any failure by any Developer to provide a EULA to you (either directly, through the dApp Store, or through such Developer's website or other publicly accessible display), Solana Mobile shall not be a party to any agreement between you and any Developer, whether express or implied.
7. Wallet Connection. You may be required to use a Digital Wallet in order to use certain features of the dApp Store and interact with Applications, including without limitation to: (i) effect purchases of Applications on the dApp Store; (ii) interact with Programs through Applications, including without limitation to purchase any digital or crypto asset; and (iii) interact with third-party digital networks that are interoperable with the Solana Network protocol. Any such Digital Wallet, its security, the Private Key such Digital Wallet encrypts, any Mnemonics used by you to access or utilize your Private Key, and any other private or public data held, or purported to be held, by such Digital Wallet (collectively, the "**Digital Wallet Data**") remain your sole responsibility, and Solana Mobile shall have no responsibility or liability to you or any third party in connection with the same. We make no representations or warranties with regard to the Digital Wallet Data, or any loss of such data resulting

from your interaction with the dApp Store or any Applications downloaded from the dApp Store, including the permanent loss of all digital or crypto asset or any other assets stored in or held by such Digital Wallet.

8. Fees. Some Applications may be made available to you by the applicable Developer at no charge while your access to and use of other Applications may be subject to a fee (a “**dApp Fee**”). Your continued use of and interaction with an Application or Programs or featured enabled by or through such Application may also be subject to additional fees charged by the Developer of such Application (such fees, together with the dApp Fees, the “**Application Fees**”). Application Fees are set by and payable to the Developer of the respective Application.
 - 8.1. Payment. Application Fees may be payable in a specific form of digital or crypto asset, in each case as set forth at point of sale. You agree to pay all Application Fees or other charges with your Digital Wallet in accordance with the Application Fees and billing terms in effect at the time an Application Fee is charged. You are solely responsible for ensuring that your Digital Wallet contains sufficient assets to complete any transaction entered into by you and to pay all Application Fees that you have contracted to pay. If your Digital Wallet does not have the requisite amount of the applicable digital or crypto asset to pay a particular Application Fee, the Developer may terminate your access to the applicable Application or other purchased product or service. Application Fees, including dApp Fees, are subject to change at any time. YOU ARE SOLELY RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL APPLICATION FEES. Application Fees are, unless otherwise altered by a Program, irreversible. Notwithstanding any stipulations made to you by the Developer or under the EULA, Solana Mobile has no obligation to return or refund any Application Fees for any reason. Further, Solana Mobile has no obligation to reverse any Application Fee transaction, including to the extent that such Application Fees are charged subject to fraud, theft or abuse by the Developer or by any other third party. Additional terms related to Application Fees may apply, as set forth in any EULA and any other agreements between you and the Developer.
 - 8.2. Transactions Effected Through a Digital Wallet. In order to be successfully completed, any transaction involving a digital or crypto asset must be confirmed by and recorded on the Solana Network. We have no control over the Solana Network and cannot and do not ensure that any transaction details that you submit or receive via the dApp Store will be validated by or confirmed on the Solana Network. You accept and acknowledge that you take full responsibility for all activities that you effect through your Digital Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Digital Wallet, to the maximum extent permitted by law.
9. Privacy. Your use of the dApp Store is subject to Solana Mobile’s dApp Store Privacy Policy.
10. Support. Any request for support related to any Application should be directed to the applicable Developer. In the event that any issues arise related to your use of the dApp Store (and not related to any Application), 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.
11. Cancellation; Removal of Applications. If technical problems prevent or unreasonably delay delivery of your product, you may have no remedy or recourse to seek the return of your Application Fees from the Developer. From time to time, Solana Mobile may discover an Application in the dApp Store

that it determines in its sole discretion violates Solana Mobile's policies, another legal agreement, or applicable law, regulation, and/or policy. You agree that in such event, Solana Mobile retains the right to immediately remove such Application from the dApp Store, but that, given the decentralized nature of the Solana Network, Solana Mobile will be unable to remove the Programs associated with such Application from the Solana Network; further, Solana Mobile will not possess the ability to unilaterally remove the Application from your Solana Phone or other mobile device, after its download, nor may we be able to remove any software, including any malware, which was first introduced to your Solana Phone or mobile device via the Application.

12. Disputes. Please read this Arbitration Agreement (the "**Arbitration Agreement**") carefully. It is part of your contract with Solana Mobile and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

12.1. Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Solana Mobile agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the dApp Store, any communications you receive from us, or the dApp Store Terms and prior versions of the dApp Store Terms, including claims and disputes that arose between us before the effective date of these dApp Store Terms (each, a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that: (1) you and Solana Mobile may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Solana Mobile may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of these dApp Store Terms as well as claims that may arise after the termination of these dApp Store Terms.

12.2. Informal Dispute Resolution. There might be instances when a Dispute arises between you and Solana Mobile. If that occurs, Solana Mobile is committed to working with you to reach a reasonable resolution. You and Solana Mobile agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Solana Mobile therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference ("**Notice**"), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Solana Mobile that you intend to initiate an Informal Dispute Resolution Conference should be sent by email or regular mail to our offices located at the address set forth below. The Notice must include: (1) your name, telephone number, mailing address, e-mail address and/or Digital Wallet address associated with your access to the dApp Store (if applicable); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution

Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

- 12.3. Waiver of Jury Trial. YOU AND SOLANA MOBILE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Solana Mobile are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- 12.4. Waiver of Class and Other Non-Individualized Relief. YOU AND SOLANA MOBILE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 12.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 12.9 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Solana Mobile agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Solana Mobile from participating in a class-wide settlement of claims.
- 12.5. Rules and Forum. These dApp Store Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Solana Mobile agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration (if applicable) as well as the email address and/or Digital Wallet associated with your use of the dApp Store; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate,

good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Solana Mobile otherwise agree, or the Batch Arbitration process discussed in subsection 12.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Solana Mobile agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

12.6. Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 12.9 is triggered, the AAA will appoint the arbitrator for each batch.

12.7. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings

and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

- 12.8. Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Solana Mobile need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.
- 12.9. Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Solana Mobile agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Solana Mobile by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Solana Mobile. You and Solana Mobile agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.
- 12.10. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the contact information set forth below, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address and/or Digital Wallet you used to interact with the dApp Store (if applicable), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these dApp Store Terms will continue to apply to you. Opting out of this Arbitration

Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- 12.11. Invalidity, Expiration. Except as provided in the subsection entitled “Waiver of Class and Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Solana Mobile as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.
- 12.12. Modification. Notwithstanding any provision in these dApp Store Terms to the contrary, we agree that if Solana Mobile makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Solana Mobile at the contact information set forth below, your continued use of the dApp Store following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these dApp Store Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the dApp Store, any communications you receive, or these dApp Store Terms, the provisions of this Arbitration Agreement as of the date you first accepted these dApp Store Terms (or accepted any subsequent changes to these dApp Store Terms) remain in full force and effect. Solana Mobile will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these dApp Store Terms.
- 12.13. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce these dApp Store Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.
- 12.14. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Solana Mobile.
13. Release. You hereby release and forever discharge Solana Mobile and its affiliates officers, employees, agents, successors, and assigns (the “**Solana Mobile Entities**”) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the dApp Store (including any interactions with, or act or omission of, any Developer or any other user of the dApp Store). YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW OR RULE OF ANY OTHER JURISDICTION, WHICH STATES IN SUBSTANCE: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

14. Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
15. Indemnification. To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Solana Mobile and the Solana Mobile Entities 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 these dApp Store Terms or your use of the dApp Store, 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) your use or misuse of the dApp Store, or any Application enabled thereby; (b) any feedback you provide to us; (c) your violation of these dApp Store Terms; or (d) your violation of the rights of any third party, including a Developer. You agree to promptly notify Solana Mobile of any third-party Claims and cooperate with the Solana Mobile Entities in defending such Claims. You further agree that the Solana Mobile Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND SOLANA MOBILE.
16. Disclaimers. THE DAPP STORE AND ALL CONTENT AND INFORMATION MADE AVAILABLE BY SOLANA MOBILE THEREIN IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOLANA MOBILE (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE DAPP STORE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOLANA MOBILE DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE DAPP STORE OR ANY CONTENT CONTAINED THEREIN. SOLANA MOBILE DOES NOT REPRESENT OR WARRANT THAT CONTENT (INCLUDING WITHOUT LIMITATION ANY APPLICATIONS) ON THE DAPP STORE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE DAPP STORE. SOLANA MOBILE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE DAPP STORE OR ANY APPLICATIONS LISTED ON THE DAPP STORE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE DAPP STORE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF APPLICATIONS OR YOUR DIGITAL WALLET BY YOU, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING,

BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE DAPP STORE OR DIGITAL WALLETS. 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.

17. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SOLANA MOBILE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE DAPP STORE, ANY APPLICATION, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF SOLANA MOBILE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE DAPP STORE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SOLANA MOBILE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE DAPP STORE, OR ANY APPLICATIONS DOWNLOADED, PURCHASED, OR OTHERWISE ACQUIRED THROUGH THE DAPP STORE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY SOLANA MOBILE IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

18. Term and Termination.

18.1. Term. You and we agree that: (i) subject to any eligibility requirements for accessing and using the dApp Store or entering into the dApp Store Terms, the dApp Store Terms commenced on the earlier to occur of (a) the date you first used the dApp Store, or (b) the date you accepted the dApp Store Terms, and (ii) the dApp Store Terms will remain in full force and effect while you use the dApp Store or any Application acquired thereby, unless earlier terminated in accordance with the dApp Store Terms.

18.2. Termination by Solana Mobile. We may terminate these dApp Store Terms or your ability to access or use the dApp Store at any time for any reason, with or without notice, including if timely payment of any Application Fee is not made by you for any reason, if you have breached any provision of the dApp Store Terms, or if we are required to do so by law (e.g., where the provision of the dApp Store is, or becomes, unlawful). We may limit or restrict your access to the dApp Store immediately if you fail to comply with any provisions of these dApp Store Terms, at our sole discretion. Your use of any specific Application will be subject to, and may terminate pursuant to, the applicable EULA.

18.3. Termination by You. If you want to terminate the dApp Store Terms, you must do so by ceasing all further use of the dApp Store and any Applications enabled thereby.

- 18.4. Effect of Termination. Termination of these dApp Store Terms, or of your access to or use of any the dApp Store, may include removal of access to certain Applications and/or barring of further use of such Applications. Upon termination of the dApp Store Terms, your right to use the dApp Store will automatically terminate. Solana Mobile will not have any liability whatsoever to you for any suspension or termination. All provisions of the dApp Store Terms which by their nature should survive, shall survive termination of these dApp Store Terms, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.
19. Contact. You may contact Solana Mobile by email legal@solanamobile.com or by mail at 530 Divisadero St. PMB 722 San Francisco, CA 94117. The communications between you and Solana Mobile may take place via electronic means, whether you visit the dApp Store or send Solana Mobile e-mails, or whether Solana Mobile posts notices on the dApp Store or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign").