

## Arbitrum Expansion Program Terms of Use

1. **Arbitrum Expansion Program.** The “Arbitrum Expansion Program” is a suite of tools and services maintained and provided by the Arbitrum Foundation, a Cayman Foundation Company (the “Foundation”), designed to enable you to deploy and operate a trust-minimized scaling solution on a blockchain network (each, an “Arbitrum Nitro Instantiation”). Subject to the terms of, and your compliance with, this Arbitrum Expansion Program Agreement (“Agreement”), the Foundation hereby agrees to make the Arbitrum Expansion Program available to you to develop and launch an Arbitrum Nitro Instantiation. The Foundation will also help you pursue modifications and improvements to the Nitro Software (as defined below) in cooperation with the Arbitrum DAO and in accordance with the Arbitrum DAO Constitution, as amended, available at <https://docs.arbitrum.foundation/dao-constitution> (along with the Arbitrum Expansion Program, the “AEP Services”). The Foundation reserves the right to determine the AEP Services available to you, and it may change the nature of the AEP Services available to you from time to time in accordance with the values and decisions of the Arbitrum DAO.
2. **Revenue Share.** In consideration for the AEP Services, you agree to promptly transfer 10% of the Protocol Net Revenue to the Foundation (the “Protocol Revenue Share”). “Protocol Net Revenue” means the positive difference between (i) the gross revenue you or your agents receive from your use of the AEP Services in connection with the operation of an Arbitrum Nitro Instantiation and includes without limitation transaction fees, ordering fees, and any other revenue attributable to sequencing or bridge functionality facilitated by the Arbitrum Nitro Instantiation and (ii) Settlement Costs. “Settlement Costs” means (A) gas or equivalent transaction fees incurred by your Arbitrum Nitro Instantiation for settling transactions on the underlying blockchain and (B) fees incurred by your Arbitrum Nitro Instantiation’s recording of transaction data to a permissionless data availability solution. Protocol Net Revenue also includes any tokens, fiat currencies, or other property received from your use of the AEP Services earned on account of the operation of an Arbitrum Nitro Instantiation. You also agree to provide to the Foundation, from time to time, information reasonably necessary to calculate Protocol Net Revenue to the extent it is not publicly available.
3. **Automatic Transfer.** The AEP Services may include functionality designed to automatically facilitate certain Protocol Revenue Share transfers (the “Transfer Functionality”). You agree that any circumvention or frustration of the Protocol Revenue Share obligation herein, including, without limitation, (i) any attempt to disable or interfere with the operation of the Transfer Functionality (once deployed), unless replaced with a substitute mechanism that does not frustrate the purpose of this section, (ii) the creation of additional entities to serve as recipients of the AEP Services; or (iii) to transfer any rights granted herein without subjecting such recipients to this Agreement, will be considered a material breach of this Agreement and render your rights hereunder immediately terminated. If the Transfer Functionality fails, experiences downtime or is incompatible with the chain that your Arbitrum Nitro Instantiation settles to, your obligations in Section 2 will survive, and you will pay the Foundation the Protocol Net Revenue share by agreed upon means.
4. **Additional Terms.**
  - a. **Arbitrum Ecosystem Relationship.** Subject to the terms of this Agreement, your use of the AEP Services described in this Agreement means your Arbitrum Nitro Instantiation is part of the Arbitrum ecosystem, a term that refers to the

collection of stakeholders comprised of the Arbitrum DAO, ARB tokenholders, the Foundation, and the services and products they develop and/or use (including the Nitro Software). Subject to the terms of this Agreement, the Foundation hereby grants to you a worldwide, non-exclusive, royalty-free, fully paid-up license, to use the mark ARBITRUM, and the ARBITRUM logo to indicate that your Arbitrum Nitro Instantiation is "Powered by Arbitrum" in accordance with the Foundation's trademark usage guidelines as published and updated by the Foundation in writing from time to time. You will maintain the quality of your Arbitrum Nitro Instantiation at a level that meets or exceeds its then-current quality standards and the Foundation's overall reputation for quality.

- b. **Nitro Software.** "Nitro Software" means the software found at <https://github.com/OffchainLabs/nitro> or <https://github.com/OffchainLabs/nitro-contracts>. Subject to the terms of this Agreement, the Foundation hereby grants to you a nonexclusive, world-wide, license to copy, distribute copies, modify, display, perform, transmit, access, create derivative works of, and otherwise use the Nitro Software for the sole purpose of developing and operating Arbitrum Nitro Instantiation. For clarity, this software grant gives no permission to license the Nitro Software in any other way, but it does not invalidate any permission you may have separately received in writing. All rights not granted in this Agreement are reserved by the Foundation.
- c. **Restrictions.** If you institute litigation or other proceedings against the Foundation or any other entity (including a cross-claim or counterclaim in a lawsuit): (i) alleging that the AEP Services, or any functionality of any portion of any of the foregoing, constitutes infringement of intellectual property rights or other rights owned or licensable by you; or (ii) challenging any intellectual property provided to you for your use hereunder (including any rights licensed to you hereunder, such as the ownership, validity, or status of such intellectual property rights), then in each case any licenses granted to you under this Agreement shall terminate as of the date such litigation or claim is filed or instituted.
- d. **Indemnification.** You will indemnify, defend (at the Foundation's option), and hold harmless the Foundation and its current and former directors, supervisors, officers, employees, and agents, to the fullest extent permitted by law, from and against any damage, cost, loss, or expense incurred in connection with any claim by any third party arising out of or related to your use of the AEP Services. You may not settle any claim without the Foundation's written permission.
- e. **Termination.** Any use of the AEP Services in violation of this Agreement will automatically terminate your rights under this Agreement for the current and all other versions of the AEP Services (including Nitro Software).
- f. **Independent Contractors.** You and the Foundation are and shall at all times remain independent contractors, and not partners, agents or joint venturers. All obligations entered into by the Foundation shall be the sole responsibility of the Foundation, except to the extent specifically provided otherwise herein. The Foundation understands and agrees that in providing the AEP Services to you, it does not have authority or power to control or direct your activities or operations, or to legally bind, act in a manner binding on, or hold itself out as having the authority to legally bind you. You acknowledge that your use of

the AEP Services and participation in the Arbitrum ecosystem do not give you any right to control or direct the activities or operations of the Foundation or the Arbitrum DAO or to legally bind, act in a manner binding on, or hold yourself out as having the authority to legally bind the Foundation or the Arbitrum DAO.

- g. **Continuing Obligations.** The rights and obligations of the parties under Sections 2, 3, 4(c), 4(d), 5, and 6 will survive the termination of this Agreement. You are responsible for complying with all applicable tax laws, rules, and regulations, (including, without limitation, any tax reporting obligations) in connection with your use of the AEP Services, and Protocol Net Revenue shall be calculated net of any withholding tax required to be collected under applicable law.
5. **Warranty Disclaimer.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE NITRO SOFTWARE AND THE AEP SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE FOUNDATION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING THE NITRO SOFTWARE AND/OR AEP SERVICES, AND ASSUME ANY RISKS ASSOCIATED WITH THE SERVICES, THE SOFTWARE, AND THIS AGREEMENT.
6. **LIMITATION OF LIABILITY.** IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, UNLESS REQUIRED BY APPLICABLE LAW AND ONLY TO THE EXTENT REQUIRED (SUCH AS DELIBERATE AND GROSSLY NEGLIGENT ACTS) OR AGREED TO SEPARATELY IN WRITING, SHALL THE FOUNDATION BE LIABLE TO YOU FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING AS A RESULT OF THIS AGREEMENT OR OUT OF THE USE OR INABILITY TO USE THE AEP SERVICES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF THE FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **GOVERNING LAW AND ARBITRATION.** this Arbitrum Expansion Program Agreement will be governed by and construed in accordance with the laws of the Cayman Islands, without regard to or application of conflicts of law rules or principles. Any dispute, controversy, difference or claim arising out of or relating to this Arbitrum Expansion Program Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by binding arbitration to be by the Cayman International Mediation & Arbitration Centre (CI-MAC) and governed by the Arbitration Act (as amended) of the Cayman Islands. The arbitration shall be conducted in the English language and the place of arbitration shall be in the Cayman Islands. The number of arbitrators shall be one. The decision of the sole arbitrator to any such dispute, controversy, difference or claim shall be final and binding upon both parties. If any litigation or arbitration is necessary to enforce the terms of this Arbitrum Expansion Program Agreement, the prevailing party will be entitled to have their attorney fees paid by the other party. Each party waives any right it may have to assert the doctrine of forum non conveniens, to assert that it is not subject to the jurisdiction of such arbitration or courts or to object to venue to the extent any proceeding is brought in accordance herewith.
8. **THIRD PARTY RIGHTS.** A person who is not a party to this Arbitrum Expansion Program Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act

(as amended) to enforce any term of this Arbitrum Expansion Program Agreement. Notwithstanding the foregoing, the Foundation's licensors reserve all rights to their intellectual property.

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