Rollup Kit Terms – Orbit Stack

Upon acceptance of these Rollup Kit Terms – Orbit Stack, Subscriber's use of the Services described herein shall be governed by Alchemy's Terms of Service located at https://www.alchemy.com/policies/terms (the "**Terms of Service**") and incorporated herein. If there is any conflict between the Terms of Service and the Rollup Kit Terms – Orbit Stack, these Rollup Kit Terms – Orbit Stack will prevail.

- Alchemy will establish and maintain a dedicated computing environment for customer named above's ("**Subscriber's**") Chain. "**Chain**" means a rollup deployed on Ethereum mainnet arising out of the Subscriber's use of Alchemy's Rollup Kit offerings.

- Alchemy's provision of any Sequencer will be subject to the terms of the Sequencer Product and Support SLA. A "**Sequencer**" means the node providing block production services that produces transaction confirmations and state updates and executes either (a) layer 2 blocks, and submits layer 2 block data transactions to layer 1, or (b) layer 3 blocks, and submits layer 3 block data transactions to layer 2.

- Alchemy will remit to Subscriber Net Sequencer Revenue. "**Net Sequencer Revenue**" means the total amount of fees collected by a Sequencer needed to effect a transaction less (i) the required Ethereum network gas fees to submit a given transaction to the Ethereum network ("**Base Layer Fees**"), (ii) the fees remitted to the Arbitrum Foundation ("**Arbitrum Fees**") and (iii) the Alchemy Services Fee. In the event that the Net Sequencer Revenue is a negative number (a "**Chain Deficit**"), Subscriber will remit the amount of the Chain Deficit to Alchemy within 10 days of the notice of the Chain Deficit.

- Alchemy will use commercially reasonable efforts to provide a block explorer and bridge user interface, subject to Subscriber providing reasonably requested information and resources.

- To the extent Subscriber requests any features, customizations or other custom work outside the scope of this Agreement ("**Custom Work**"), Subscriber will give Alchemy at least 30 days notice of its request for Custom Work. For any Custom Work, Alchemy will issue Subscriber a quote based on the scope of work, which will include a (i) one time fee for building the Custom Work and (ii) recurring fee to cover maintenance costs associated with the Custom Work.

- Subscriber understands and agrees that all relevant keys for the Chain (the "**Rollup Keys**") will be held by Alchemy (or its service providers) during the Term. If this Agreement expires or terminates for any reason, Subscriber will have sixty (60) days to take custody of the Rollup Keys for each Chain and Alchemy will transfer custody within such 60-day period. After the 60-day period, Alchemy will have no obligations or liability of any kind with respect to such Rollup Keys.

- Subscriber acknowledges and agrees that Alchemy may create pre-signed transactions, or similar measures, to pause a Bridge Contract and that, if created, such permissions may be held and used by Alchemy, Subscriber, its service providers, and/or other third parties. "**Bridge Contract**" means a smart contract that comprises the on-chain code that powers a Chain and connects it to the blockchain on which it settles to take title to any digital assets on the Chain.

- If the Chain will be wound down, Subscriber must notify all Chain end users at least 180 days in advance of wind-down, so they can take necessary actions to protect their assets (a "**Wind-down**"). In no event will Alchemy be liable for lost assets of Chain end users. In the event of a Wind-down, Subscriber may terminate this agreement on 180 days prior written notice to Alchemy.

- Subscriber acknowledges that Alchemy is not Subscriber's or any Chain end users' broker, intermediary, agent, advisor, or custodian, and Alchemy does not have a fiduciary relationship or obligation to Subscriber or the end users of the Chain. Alchemy does not have the ability to withdraw, transfer, buy, or sell digital assets in connection with the Chain, and Alchemy does not take title to any digital assets on the Chain. Alchemy is not registered with the U.S. Securities and Exchange Commission or with any state, federal, or international regulator, nor is it a financial institution, money services business, or money transmitter.

- In connection with Alchemy's operation of a Sequencer for the Subscriber, Alchemy will deploy and maintain a smart contract for each Sequencer materially consistent with the Arbitrum Expansion Program, as set forth at: https://docs.arbitrum.foundation/aep/ArbitrumExpansionProgramTerms.pdf.

- ROLLUP KIT, AND THE ORBIT STACK ROLLUP ARE IN BETA TEST FORM AND MAY CONTAIN DEFECTS. SUBSCRIBER SHOULD EXERCISE CAUTION WHEN ACCESSING OR RELYING UPON THE PERFORMANCE OF ROLLUP KIT OR ORBIT STACK ROLLUP. SUPPORT FOR ROLLUP KIT, THE ORBIT STACK ROLLUP, OR RELATED TECHNOLOGY MAY BE MODIFIED OR TERMINATED AT ANY TIME INCLUDING IN ORDER TO COMPLY WITH APPLICABLE LAWS. ROLLUP KIT IS SUBJECT TO NETWORK UPGRADES THAT MAY BE INITIATED AT ANY TIME. SUBSCRIBER IS RESPONSIBLE FOR ENSURING THAT END USERS OF THE CHAIN UNDERSTAND AND ASSUME ANY RISK IN CONNECTION WITH THE FOREGOING.

- EXCEPT AS EXPRESSLY SET FORTH HEREIN, ROLLUP KIT AND THE ORBIT STACK ROLLUP IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING.

Subscriber acknowledges and agrees it has read, understands, and agrees to be bound by these Rollup Kit Terms – Orbit Stack and the Terms of Service.