

Rollup Kit Terms – OP Stack (Superchain)

Upon acceptance of these Rollup Kit Terms – OP Stack (Superchain), 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 – OP Stack (Superchain), these Rollup Kit Terms – OP Stack (Superchain) will prevail.

- Alchemy will establish and maintain a dedicated computing environment for the 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.
- Subscriber's Chain is based on Optimism's Law of Chains (available at <https://gov.optimism.io/t/final-law-of-chains-v0-1/6514>), as may be amended from time to time by Optimism Governance ("Law of Chains"). Capitalized terms not defined herein shall have the meaning set forth in the Order Form, the Terms of Service (as defined below), or otherwise the Law of Chains.
- Subscriber has read, understands, and agrees to operate its Chain in accordance with the Law of Chains (including in performing the roles of Chain Governor and Challenger).
- Alchemy's provision of any Sequencer will be subject to the terms of the Sequencer Product and Support SLA and the Law of Chains (available at <https://gov.optimism.io/t/final-law-of-chains-v0-1/6514>, and as amended by Optimism Governance). 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 OP Fees (as defined below) remitted to an on-chain vault specified by the Optimism Foundation ("Optimism") and (iii) the Alchemy Services Fee. The "OP Fees" means the an amount equal to the greater of (i) 2.5% of the gross Sequencer Revenue (the "Gross Metric"); or (ii) 15% multiplied by an amount equal to (x) the gross Sequencer Revenue less (y) the L1 Gas Fees (the "Net Metric", and such greater number as between the Net Metric and the Gross Metric (determined on a regular basis (e.g., initially, determined when the 'feeDisbursement' call is made)). "Sequencer Revenue" means the total amount of fees collected by a Sequencer needed to effect a transaction. "L1 Gas Fees" means the total amount of fees collected by a Sequencer needed to effect a transaction. 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.
- In connection with the operation of the Sequencer, a smart contract will be deployed in order to remit the OP Fees to an onchain vault designated by Optimism on an ongoing basis. Subscriber further acknowledges and agrees that the OP Fees may be modified or updated by Optimism Governance. The OP Fees, as may be amended by Optimism Governance from time to time, shall be payable to the onchain vault designated by Optimism for as long as Subscriber's Chain remains operational and shall survive the termination of this Agreement. In the event of the termination of this Agreement, the Subscriber agrees to take all actions necessary to ensure that the OP Fees are paid in a timely manner (including requiring any sequencer of the Subscriber Chain to make such payments).

- 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 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 only by Alchemy, Subscriber, its service providers, Optimism, the Security Council, and other third parties agreed to in writing. “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.
- 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 or Optimism be liable for lost assets of Chain end users. In the event of a Wind-down, Subscriber may terminate this Order Form on 180 days prior written notice to Alchemy.
- Alchemy will support the Optimism stack, including 'op-geth' and future Optimism stack releases that are approved by Optimism Governance in a timely manner, and ensure that all upgrades are backward compatible with prior Optimism stack releases, unless the release by Optimism is not backwards compatible. Alchemy agrees to transition to 'op-reth' upon its release in a timely manner. Alchemy will meet the technical requirements for rollups-as-a-service within the constraints defined by Optimism's Law of Chains in a timely manner.
- Subscriber understands and agrees that, other than as set forth herein, the keys that are mutually agreed by the parties will be held by Alchemy (or its service providers on a need to know basis) during the Term (the “Rollup Keys”). Other than as set forth herein, Alchemy agrees to hold, control, and utilize the Rollup Keys on behalf of and for the benefit of Subscriber and in accordance with Subscriber's instructions to support Subscriber's roles as Chain Governor, Sequencer, Proposer and/or Challenger (as applicable) as defined in the Law of Chains. 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.
- Optimism is creating an Optimism Superchain to combine multiple OP Stack Rollups, including Subscriber's Chain, into a shared system to facilitate bridging, security, and data availability. This process (the “Superchain Migration”) will include the transfer of the Upgrade Keys for Subscriber's Chain to a Multisig structure (described at <https://gov.optimism.io/t/intro-to-optimisms-security-council/6885>) as may be amended from time to time by Optimism Governance (“Security Council”). “Multisig” means the onchain address of a smart contract that takes actions when authorized by a requisite quorum of onchain signatures. “Upgrade” means using the Upgrade Keys to change, rollback, or upgrade the protocol contracts or permissions for certain roles (e.g., permissions for (i) the sequencer, proposer, challenger, or guardian roles or (ii) the number, or identity of, signers on a Multisig) related to Subscriber Chain and to the extent permitted by the applicable protocol. “Upgrade Keys” means the set of technological permissions necessary to Upgrade the Protocol Contracts of a Collaboration Chain or other OP Stack Rollups, such that the holder(s) of the Upgrade Keys will, when authorized by the requisite quorum of onchain

signatures, have the capacity to implement Upgrades.

- Subscriber agrees the Chain's Guardian Key and Challenger Key may be used by Alchemy, Optimism, their service providers, or the Security Council to perform the Guardian and Challenger roles, respectively, in accordance with the Law of Chains. "Guardian Key" means the Ethereum address authorized to pause the functionalities of a bridge contract of Subscriber's Chain, either directly within the configuration of the Chain, or by proxy of a smart contract. "Challenger Key" means the Ethereum address authorized to delete output proposals for Subscriber's Chain, either directly within the configuration of the Chain, or by proxy of a smart contract.
- The Upgrade Keys will be held by Alchemy, Optimism, or their service providers, or irrevocably transferred to the Security Council, and Subscriber shall not be entitled to any return of such Upgrade Keys.
- Upgrade Keys may be used by Alchemy, Optimism, their service providers, or the Security Council to upgrade Subscriber's Chain as directed by Optimism Governance, or as determined necessary in their respective, sole discretion to address security, availability, or integrity issues, to comply with applicable law, or to facilitate the Superchain Migration provided, however, that, with respect to Alchemy, advance notice to the Subscriber shall be required.
- Following the transfer of Upgrade Keys to the Security Council, neither Alchemy nor Optimism nor any related parties or service providers, will have any obligations or liability to the Subscriber relating to or arising out of the use or handling of Upgrade Keys or the performance of the Guardian or Challenger or similar roles.
- Subscriber acknowledges that Alchemy, Optimism, and the Security Council (the "Specified Persons") are not Subscriber's or any Chain end users' broker, intermediary, agent, advisor, or custodian, and the Specified Persons do not have a fiduciary relationship or obligation to Subscriber or the end users of the Chain. The Specified Persons do not have the ability to withdraw, transfer, buy, or sell digital assets in connection with the Chain, and the Specified Persons do not take title to any digital assets on the Chain. The Specified Persons are not registered with the U.S. Securities and Exchange Commission or with any state, federal, or international regulator, nor are they financial institutions, money services businesses, or money transmitters.
- Subscriber or its affiliates will not issue, generate, or launch a cryptographic token, coin, virtual currency, virtual medium of exchange or similar digital asset with respect to its Chain that competes with the OP Token by providing governance capabilities (i.e., voting rights) that directly compete with the OP Token on OP mainnet or the Superchain.
- Subscriber will disclose to its end users certain information regarding the OP Stack and the Superchain as specified by Optimism from time to time.
- THE ROLLUP KIT IS IN BETA TEST FORM, AND TOGETHER WITH THE SUBSCRIBER'S CHAIN AND THE OP STACK CODEBASE, MAY CONTAIN DEFECTS. SUBSCRIBER SHOULD EXERCISE CAUTION WHEN ACCESSING OR RELYING UPON THE PERFORMANCE OF ROLLUP KIT, SUBSCRIBER'S CHAIN OR THE OP STACK CODEBASE. SUPPORT FOR ROLLUP KIT, SUBSCRIBER'S CHAIN, THE OP STACK CODEBASE, OR RELATED TECHNOLOGY MAY BE MODIFIED OR TERMINATED AT ANY TIME INCLUDING IN ORDER TO COMPLY WITH APPLICABLE LAWS. ROLLUP KIT, SUBSCRIBER'S CHAIN AND THE OP STACK CODEBASE ARE SUBJECT TO NETWORK UPGRADES THAT MAY BE INITIATED AT ANY TIME, INCLUDING UPGRADES DESIGNED TO FACILITATE THE SUPERCHAIN MIGRATION. SUBSCRIBER IS RESPONSIBLE FOR ENSURING THAT END USERS OF THE CHAIN UNDERSTAND AND ASSUME ANY RISK IN CONNECTION

WITH THE FOREGOING.

- THE ROLLUP KIT, SUBSCRIBER'S CHAIN AND THE OP STACK CODEBASE ARE PROVIDED "AS IS" AND "AS AVAILABLE" (EXCEPT AS EXPRESSLY SET FORTH HEREIN) AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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. WITHOUT LIMITING THE FOREGOING, ALCHEMY AND OPTIMISM DISCLAIM ANY WARRANTY THAT THE ROLLUP KIT, SUBSCRIBER'S CHAIN, THE OP STACK CODEBASE, THE INTERNET, OR SYSTEMS INFRASTRUCTURE, OR OTHER THIRD-PARTY SERVICES UNDERLYING THE SUBSCRIBER'S CHAIN WILL BE ERROR-FREE, BUG-FREE, OR UNINTERRUPTED. YOUR USE OF THE ROLLUP KIT, SUBSCRIBER'S CHAIN, AND THE OP STACK CODEBASE AND ANY CONCLUSIONS DRAWN THEREFROM ARE AT YOUR OWN RISK AND YOU WILL BE SOLELY LIABLE AND RESPONSIBLE FOR ANY DAMAGE OR LOSS RESULTING THEREFROM. YOU UNDERSTAND THAT DIGITAL ASSETS AND CRYPTOASSETS ARE SUBJECT TO MARKET VOLATILITY, AND THAT THE COST AND SPEED OF BLOCKCHAIN NETWORKS ARE VARIABLE AND CANNOT BE CONTROLLED BY ALCHEMY OR OPTIMISM. YOU ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF ACCESSING AND USING THE ROLLUP KIT, SUBSCRIBER'S CHAIN, AND THE OP STACK CODEBASE TO INTERACT WITH BLOCKCHAIN NETWORKS.
- Each party may disclose Confidential Information to Optimism subject to use and nondisclosure restrictions at least as protective as those set forth in this Order Form, including the Terms of Service.
- Section 8.4 and Section 8.5 of the Terms of Service shall be modified to clarify that Optimism will be added as an additional party indemnified by Subscriber.
- Section 10.1 of the Terms of Service shall be modified to include Optimism as an additional party to the damages exclusion.
- Section 10.2 of the Terms of Service shall be modified to include Optimism as a party subject to the general liability cap.
- Section 14.12 of the Terms of Service shall be modified such that Optimism shall be an express third-party beneficiary and shall be entitled to rely upon and to enforce the provisions of the Terms of Service.
- Optimism is expressly intended to be a third-party beneficiary to this Order Form, with the right to enforce provisions and claim benefits conferred herein.

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