

SOLANA SERVER PROGRAM AGREEMENT

This SOLANA SERVER PROGRAM AGREEMENT (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between Solana Foundation (“**Foundation**”), and _____, a _____ with a principal place of business at _____ (“**Operator**”) (each of Foundation and Operator, a “**Party**,” and together, the “**Parties**”).

RECITALS

A. The Solana Network (defined below) requires multiple Nodes (defined below) for confirming and validating transactions that occur on the network. Each Node facilitates software-driven confirmation and validation functions pursuant to the Solana Network’s proof of stake consensus algorithm.

B. Foundation desires to help provide certain validators within the Solana community with an alternative path to accessing premium servers, to further enable Operator Nodes to add to the security of the Solana network and help facilitate the validation of transactions on the Solana Network to benefit the Solana community.

C. Operator desires to support the adoption and security of the Solana Network by operating a Node.

The Parties agree as follows:

1. DEFINITIONS

1.1 “**Affiliate**” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party, but only for as long as such control exists. For the purpose of this definition, “control” means the direct or indirect ownership of more than 50% of the stock, shares, or interests entitled to vote for election of directors or other governing body or otherwise having the ability to direct the management and policies of such entity, through contract or otherwise.

1.2 “**Change in Control**” means the (a) consolidation or merger of Operator with or into any entity (other than the consolidation or merger of with an Affiliate), (b) sale, transfer, or other disposition of all or substantially all of the assets of Operator, or (c) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of 50% or more of the outstanding voting securities or other ownership interests of Operator.

1.3 “**Confidential Information**” means any confidential or proprietary information of a Party, whether of a technical, business, or other nature (including trade secrets, know-how and information relating to the Party’s technology, customers, business plans, finances, and other business affairs of such Party) that is disclosed to or obtained by the receiving Party in connection with this Agreement and that is either designated as confidential or proprietary or the receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing Party. The existence of this Agreement, its terms and conditions and the identity of Foundation are the Confidential Information of Foundation.

1.4 “**Eligibility Criteria**” means the minimum criteria that Operator must meet to be eligible to participate in the Solana Server Program described in this Agreement, as set forth on Schedule A hereto and as may be updated from time to time by Foundation in its sole and absolute discretion.

1.5 “**Solana Network**” means the Solana blockchain network.

1.6 “**Force Majeure Event**” means an event or circumstance beyond the reasonable control of a Party, including natural catastrophes, governmental acts, war, terrorism, pandemics, and interruptions or failure of the Internet.

1.7 “**Governmental Authority**” means any federal, state, municipal, local, territorial or other governmental department, regulatory authority, judicial, or administrative body, whether domestic, foreign, or international.

1.8 “**IP Rights**” means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.9 “**Law**” means any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any Governmental Authority applicable to either or both Parties in respect of this Agreement.

1.10 “**Malicious Code**” means any files, scripts, agents, code, or programs that are designed, intended to, or have the effect of disrupting, damaging or interrupting any services or software, the data contained therein, or the network through which the services or software is used, including any viruses, worms, time bombs, Trojan horses, and other malicious code.

1.11 “**Node**” means a computer server on the Solana Network used to monitor, audit, confirm, or validate transactions on the Solana Network.

2. SOLANA SERVER PROGRAM

2.1 **SOLANA SERVER PROGRAM.** Provided that Operator continues to meet the Eligibility Criteria, Foundation will grant Operator access to discounted servers (“**End Servers**”) provided by third party data centers (“**End Server Providers**”) selected, from time to time in Foundation’s sole discretion (the “**Solana Server Program**”), to be used by Operator solely as provided in Section 2.2 of this Agreement. Foundation may choose to terminate Operator’s access to End Servers at any time.

2.2 **Node Operation.** Operator will host a Node (the “**Operator Node**”) pursuant to the Solana Network’s proof of stake consensus algorithm and will operate the Operator Node in good faith and with the requisite skill, training and experience necessary. Operator agrees that it will operate the Operator Node and use any End Server solely in furtherance of adding to the security of the Solana network and to help facilitate the validation of transactions on the Solana Network in order to benefit the Solana community.

2.3 End Server.

(a) Operator acknowledges and agrees that access to an End Server shall be conditioned on Operator, as soon as practicable and subject to End Server availability, executing an agreement with an End Server Provider (an “**End Server Agreement**”) and Operator making all required payments to the End Server Provider in accordance with such End Server Agreement. The parties acknowledge and agree that (1) in no event shall this Agreement be construed as the Foundation guaranteeing the availability of any End Server for any Operator and (2) the Operator’s payment obligations for access to any End Server shall be limited to those set forth in any End Server Agreement between Operator and an End Server Provider.

(b) Operator irrevocably and expressly authorizes the Foundation to share with any End Server Provider the Operator’s intellectual property that the Foundation determines, in its sole discretion, is necessary or appropriate to facilitate the Operator’s use of any End Server.

3. OPERATOR OBLIGATIONS AND NODE SECURITY

3.1 **Node Operation.** Operator is solely responsible for all costs and expenses for its activities under this Agreement, including for acquiring, installing, maintaining, and securing all hardware, software, hosting, and other equipment for the Operator Node necessary to connect to, and operate on, the Solana Network (“**Operator Systems**”). Operator will not install or run any other software, hardware, or systems that could reasonably be expected to disrupt or interfere with the proper operation of the Solana Network.

3.2 Node Security.

(a) Operator will establish and maintain reasonable and appropriate safeguards to protect Operator Systems against the unauthorized use, destruction, loss, or alteration of the Operator Node and associated digital assets. These safeguards will include implementing network and data security measures consistent with information technology industry standards (e.g., firewalls, monitoring, and counteraction of external intrusion to the network, regular back-up of systems and data and troubleshooting). If Operator discovers or is notified of a breach or potential breach of security relating to the Operator Node or the Operator Systems, Operator will immediately (i) notify Foundation of such breach or potential breach, (ii) investigate and cure the breach or potential breach, and (iii) provide Foundation with assurance satisfactory to Foundation that such breach or potential breach will not recur. Foundation will not be liable for any losses caused directly or indirectly as a result unauthorized use, destruction, loss, or alteration of the Operator Node.

(b) Operator will maintain, patch, and update the Operator Systems on a regular and timely

Solana Server Program Agreement

basis in accordance with best industry practices.

(c) Operator will not introduce, and will take all required measures to prevent the introduction of, any Malicious Code into the Operator Systems. Operator will perform and maintain commercially reasonable Malicious Code protection and correction procedures and processes and will continue to review, analyze, and implement improvements to and upgrades of such procedures and processes consistent with information technology industry standards. If Malicious Code is introduced into the Operator Systems, Operator at its sole cost and expense, will diligently work to mitigate and eliminate the effects of the Malicious Code. Foundation will not be liable for any direct or indirect losses as a result of the introduction of Malicious Code to the Operator Systems.

(d) Operator will not operate Operator Nodes in a manner that could harm the best interests of the Solana network.

3.3 **Regulatory Inquiries.** Operator shall inform Foundation promptly of any investigation or inquiry by a court or regulatory body investigating or conducting proceedings (whether formal or informal) which could impair the Operator's ability to operate the Operator Node

3.4 **Conflicting Obligations.** Operator certifies that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude the Operator from complying with the provisions of this Agreement. Operator agrees it will not enter into any such conflicting agreement during the term of this Agreement.

4. **VOTING RIGHTS**

Operator may have the right to vote on all Solana Network governance matters open to Node Operator.

5. **TERM AND TERMINATION**

5.1 **Term.** The term of this Agreement will begin on the Effective Date and continue for an initial term of thirty (30) days (the "**Initial Term**"). At the end of the Initial Term, this Agreement will automatically renew for successive thirty (30) day terms (each a "**Renewal Term**," and collectively, the "**Term**"), unless Foundation decides to terminate this Agreement.

5.2 **Termination.** Either Party may terminate this Agreement: (a) upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure such breach within 30 days of having received notice of such breach (b) immediately upon written notice if the other Party ceases doing business, terminates its existence, dissolves or liquidates, or proceedings are instituted by or against such Party under any bankruptcy or insolvency law (which proceedings are not dismissed within 60 days) or © by the Operator with 60 days notice. **The Foundation may also terminate this Agreement for any reason whatsoever at any time without providing notice of any kind, and without any recourse for Operator.**

5.3 **Change in Control.** Operator must promptly notify Foundation in writing before the closing of a Change in Control transaction involving Operator.

5.4 **Effect of Termination.** The following Sections will survive any termination of this Agreement: Sections 1, 5.4, 7-11.

6. **[Reserved]**

7. CONFIDENTIALITY

7.1 **Protection.** Each Party that receives Confidential Information (“**Receiving Party**”) of the other Party (“**Disclosing Party**”) will: (a) use the Disclosing Party’s Confidential Information only to exercise its rights or perform its obligations under this Agreement; (b) protect the Disclosing Party’s Confidential Information using the same degree of care as it takes to protect its own Confidential Information of similar nature, but in no event using less than a reasonable standard of care; and (c) not disclose the Disclosing Party’s Confidential Information to any third party, except (i) to its affiliates, employees, or contractors who need to know such information in connection with the performance of this Agreement and who have agreed in writing (or are otherwise legally bound) to keep it confidential with terms no less restrictive than those contained in this Agreement, and (ii) when legally compelled by a court or other government authority; provided, that, unless prohibited by Law, the Receiving Party will promptly provide the Disclosing Party with notice of all available details of the legal requirement and reasonably cooperate with the Disclosing Party’s efforts sufficiently in advance to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the Disclosing Party may deem appropriate.

7.2 **Exclusions.** The duties described in Section 7.1 will not apply to any information that: (a) is or becomes part of the public domain without a breach of any duty owed to the Disclosing Party; (b) is rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; or (c) is rightfully obtained by the Receiving Party from a third party without restrictions on disclosure.

7.3 **Ownership.** Each Party retains exclusive ownership of its Confidential Information. Except as expressly provided in this Agreement, neither Party has any other rights or interests in or to the other Party’s Confidential Information.

8. REPRESENTATIONS; DISCLAIMERS

8.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party: (a) such Party has the full and unencumbered right, power, and authority to enter into this Agreement and to otherwise carry out its obligations under this Agreement; (b) this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms; and (c) the execution, delivery, or performance of this Agreement does not violate, conflict with, or constitute a default under any agreement or instrument (including corporate charter or other organizational documents) to which it is a party or by which it is otherwise bound.

8.2 **Operator Representations and Warranties.** Operator additionally represents and warrants to Foundation that: (a) Operator, its performance under this Agreement, and its Node Operator activities will comply with all applicable laws, regulations, and other court orders that are in effect, including without limitation the Financial Crimes Enforcement Network regulations, Office of Foreign Assets Control requirements, federal securities laws, federal commodity laws, and state money transmitter and virtual currency laws throughout the Term of this Agreement and thereafter; (b) Operator maintains all licenses and registrations necessary to engage in Node Operator activities; (c) Operator’s performance of its obligations and the Node Operator activities will not infringe on, misappropriate, or violate the rights of any third party, including without limitation any IP Rights or contractual rights; (d) Operator shall not act as an agent on behalf of, or hold itself out as an agent, of, Foundation; (e) Operator has not been convicted of a felony been the subject of an investigation by any regulatory authority or been a defendant in any proceeding where fraud or a violation of laws is alleged; (f) Operator will inform Foundation promptly if any of the foregoing cease to be true and (g) Operator shall use the End Servers exclusively to validate transactions on the Solana blockchain.

8.3 **Warranty Disclaimer.** To the maximum extent permitted by applicable Law, Foundation expressly disclaims all representations or warranties (statutory, express or implied, oral or written) with respect to this Agreement, including all warranties of merchantability, fitness for a particular purpose, warranties of non-infringement, or any warranty regarding the amount of rewards or any other economic benefit Operator may obtain during the Term. In addition, Foundation does not warrant that the Solana Network will operate uninterrupted, be malicious code or error-free, or that all defects will be corrected, and Foundation makes no warranty concerning the accuracy, reliability, or completeness of any information or data obtained or derived through the use of the Solana Network. Operator understands that the Solana Network operates on a distributed network and Foundation disclaims any responsibilities with respect to access of data from or the functioning of

Nodes on the Solana Network. Operator acknowledges that Foundation does not control the transfer of data between Nodes and over communications facilities, including the Internet, and that the Solana Network may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

8.4 **Additional Disclaimers.** Foundation will not have any responsibilities or liability with respect to the following:

(a) The Solana Network could be impacted by one or more regulatory inquiries or actions, which could prevent or limit the ability of Foundation to continue its activities.

(b) Foundation is not responsible or liable for the actions or omissions of any Node, whether such actions or omissions interoperate, communicate, or otherwise involve or implicate the Operator Node or Operator's participation on the Solana Network. Foundation hereby disclaims all warranties, obligations, and liabilities relating to Operator's interaction with other Nodes on the Solana Network, including any data or transactions conducted with other Operators.

9. INDEMNIFICATION

9.1 Operator will indemnify, defend, and hold harmless Foundation and its agents harmless against any taxes, claims, damages, liabilities, losses, costs, fines, penalties or expenses (including reasonable attorneys' fees) arising from (whether directly or indirectly) (a) any third-party claim alleging that the Operator Systems violate any third-party right, including (i) any IP Rights and (ii) any claim by any End Server Provider; (b) arising from Operator's breach of any of the representations, warranties, or covenants contained in this Agreement or the End Server Agreement (c) any negligent, reckless or intentionally wrongful act of the Operator; (d) any failure of Operator to perform its obligations under this Agreement or the End Server Agreement in accordance with all applicable laws, rules and regulations. Operator acknowledges that money damages and other remedies at law may be inadequate to protect against breach of this Agreement by Operator and the Operator agrees to the granting of injunctive or other equitable relief in Foundation's favor without proof of actual damages.

9.2 **Conditions.** The indemnification obligations in this Section 9 are contingent on the Party seeking indemnification: (a) giving the indemnifying Party prompt written notice of any such claim, provided that any failure or delay to provide such notice will not relieve the indemnifying Party of its obligations under this Section 9 except to the extent such failure or delay materially prejudices the indemnifying Party; (b) permitting the indemnifying Party to solely defend or settle any such claim at its sole expense through counsel of its own choice; and (c) providing, at the indemnifying Party's expense, reasonable cooperation in the defense of such claim and all related settlement negotiations. The indemnified Party will have the right to participate in the defense and all related settlement negotiations with its own counsel, at its own expense. Neither party will settle any claim resulting from its obligations under this Section 9 without the prior written consent of the other Party.

10. LIMITATION OF LIABILITY

Foundation's entire liability arising from or relating to this Agreement, whether in contract, tort (including negligence), or other cause of action will not exceed \$1,000. Operator acknowledges and agrees that Foundation would not enter into this Agreement for the consideration specified herein without the limitations and disclaimers in this Agreement. The limitations, exclusions, and disclaimers in this Agreement will apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose.

11. GENERAL PROVISIONS

11.1 **Entire Agreement.** This Agreement constitutes the entire understanding of and between the Parties with respect to its subject matter, and supersedes all prior or contemporaneous representations, proposals, understandings, and agreements. This Agreement may only be amended or modified in a writing signed by the Parties.

11.2 **Assignment.** Operator may not assign or transfer this Agreement or any of its rights or obligations hereunder without Foundation's prior written consent. Foundation may assign or transfer this Agreement without Operator's consent. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

Solana Server Program Agreement

11.3 **Severability.** If any provision of this Agreement is determined to be invalid, unlawful, void, or unenforceable to any extent, such provision or any portion thereof will be interpreted to best reflect the Parties' intent, and the remainder of this Agreement will not be affected and will continue to be valid and enforceable to the fullest extent permitted by Law.

11.4 **Waiver.** No waiver of or amendment to any provision of this Agreement, or any rights or obligations of either party under this Agreement, will be effective except pursuant to a written instrument signed by the Parties.

11.5 **Relationship/Authority.** Nothing contained in this Agreement will be construed to create a joint venture or partnership between the Parties. Neither Party is authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner.

11.6 **Force Majeure.** Each Party is excused from performance of this Agreement and will not be liable for any delay in whole or in part caused by a Force Majeure Event for so long as the Force Majeure Event exists. A Party subject to a Force Majeure Event will promptly notify the other Party in writing, will use commercially reasonable efforts to mitigate the effects of the Force Majeure Event, and promptly resume performance after the Force Majeure Event ceases. If a Force Majeure Event affecting Operator continues for more than 30 consecutive days, Foundation may terminate this Agreement upon written notice to Operator.

11.7 **No Third-Party Beneficiary.** Nothing contained in this Agreement will be deemed to create, or be construed as creating, any third-party beneficiary right of action upon any third party, in any manner whatsoever.

11.8 **Governing Law and Venue.** This Agreement will be governed by and construed and enforced in accordance with the laws of Switzerland, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

11.9 **Interpretation.** The headings of this Agreement are for reference only and will not be used to interpret the meaning of this Agreement. Any reference to "includes" or "including" will be understood to be exemplary and not limiting and followed by "but not limited to."

11.10 **Notices.** To be valid, all notices permitted or required under this Agreement must be sent in writing, via certified mail (or email followed by certified mail), by a Party to the other Party at the address set forth in this Agreement. Notices will be deemed given on receipt by the applicable Party.

11.11 **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which will be deemed an original and all of which will be construed as and constitute the same agreement.

[signature page follows]

Each of Foundation and Operator has caused this Node Operator Agreement to be signed and delivered by its duly authorized representative.

SOLANA FOUNDATION

(Operator Name)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
ELIGIBILITY CRITERIA

Pre-requisites:

- Operators must have passed KYC onboarding as provided by the Foundation in a satisfactory manner, as determined by the Foundation in its sole and absolute discretion.

Ongoing requirements:

- Operator must operate the Operator Nodes such that the Operator Node is online and actively serving RPC requests from clients or consensus vote for a reasonable duration in accordance with industry standards. Operator Nodes will be periodically polled to ensure active participation in the Solana network.