

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THE EXODUS BETA SOFTWARE PROGRAM AGREEMENT (“AGREEMENT”) CAREFULLY. THIS AGREEMENT IS BETWEEN YOU AND EXODUS MOVEMENT, INC., A DELAWARE CORPORATION (“EXODUS”). BY DOWNLOADING AND RUNNING EDEN ON YOUR DEVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL BE INELIGIBLE TO PARTICIPATE IN THE EXODUS BETA SOFTWARE PROGRAM.

**EXODUS MOVEMENT, INC.
BETA SOFTWARE PROGRAM AGREEMENT**

- 1. Participation in the Exodus Beta Software Program.** The purpose of the Exodus Beta Software Program (“**Beta Program**”) is to make alpha, beta, seed, and other pre-release software, pre-release services, and related documentation, materials, and information (collectively, the “**Pre-Release Software**”) available to Beta Program participants from time to time for the purpose of providing Exodus with feedback on the quality and usability of the Pre-Release Software. You understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and Exodus. You understand that your participation in the Beta Program does not obligate Exodus to provide you with any Pre-Release Software. Exodus reserves the right to modify the terms, conditions, and policies of this Beta Program from time to time, and to revoke your participation in this Beta Program at any time. If Exodus makes changes to the terms and conditions of this Agreement, then Exodus will present such revised terms and conditions to you on the Beta Program web portal.

By participating in the Beta Program, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to join the Beta Program. This Agreement is void where prohibited by law and the right to become a Beta Program participant is not granted in such jurisdictions. Unless otherwise agreed or permitted by Exodus in writing, you cannot share or transfer any software or other materials you receive from Exodus in connection with being a Beta Program participant. The ID and password you use to login as a Beta Program participant cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your ID and password and for any activity in connection with your account.

- 2. Access to Pre-Release Software; Seeding Tools; and Additional Terms.** You understand that Exodus may make Pre-Release Software available to Beta Program participants for downloading online through the iOS store, through a Beta Program web portal, and/or as otherwise provided through the Beta Program (e.g., by manual download of a digital image, by providing software configuration profiles, etc.). From time to time, Exodus, at its option, may also provide you with software or services as part of the Beta Program, including but not limited to scripts, code snippets, utilities, configuration profiles, sample code, troubleshooting applications and bug submission tools (“**Seeding Tools**”) as part of

your participation in the Beta Program. All use of such Pre-Release Software and Seeding Tools shall be pursuant to the terms and conditions of this Agreement and/or another license agreement accompanying such Pre-Release Software or Seeding Tools (collectively, **“Pre-Release Software”** and **“Seeding Tools”** shall be referred to as **“Exodus Software”** for purposes of this Agreement).

If the Exodus Software is accompanied by a separate license agreement, you agree that the license agreement accompanying such Exodus Software, in addition to Sections 5 and 6 of this Agreement, shall govern your use of the Exodus Software. Any inconsistencies between the provisions of the license agreement accompanying the Exodus Software and Sections 5 and 6 of this Agreement shall be governed by this Agreement. If there is no license agreement accompanying the Exodus Software, your use of the Exodus Software will be subject to the provisions of this Agreement. Further, the Exodus Software may enable access to Exodus and third party services and web sites (collectively and individually, **“Services”**). Use of these Services requires Internet access and use of certain Services may require an Exodus ID, may require you to accept additional terms and may be subject to additional fees.

- 3. License Grant and Restrictions.** Subject to your compliance with this Agreement, Exodus hereby grants you a personal, limited license to use the Exodus Software -solely for testing and evaluation purposes and only in connection with this Beta Program. Except as otherwise permitted under Section 15, this license does not grant you the right to use the Exodus Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the Exodus Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Exodus Software (except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components included with any such Exodus Software). Unless otherwise permitted under Section 15, you certify that the Exodus Software will only be used for testing and evaluation purposes in connection with the Beta Program, and will not be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred. Exodus retains ownership of all Exodus Software, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Exodus intellectual property.
- 4. Feedback; Contact from Exodus.** As part of the Beta Program, Exodus will provide you with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, **“Feedback”**) to Exodus. Exodus may request this information from you through the Seeding Tools as well as by email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, you agree that Exodus may contact you from time to time about the Beta Program, and you hereby consent to receive such communications. Except as otherwise set forth in Section 8, you agree that in the absence of a separate written agreement to the contrary, Exodus will be free to use any Feedback you provide for any purpose.

5. **Definition of Confidential Information.** You agree that the Pre-Release Software and any information concerning the Pre-Release Software (including its nature and existence, features, functionality, and screen shots), the Seeding Tools, and any other information disclosed by Exodus to you in connection with the Beta Program will be considered and referred to in this Agreement as “**Confidential Information.**” Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of yours, (b) is generally made available to the public by Exodus, (c) is independently developed by you without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation, or (e) any third party software and/or documentation provided to you by Exodus and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement. All Confidential Information remains the sole property of Exodus and you have no implied licenses or other rights in the Confidential Information not specified in this Agreement.
6. **Nonuse and Nondisclosure of Confidential Information.** Except as expressly permitted in this Section 6, you agree that you will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than individuals who are enrolled in the same individual seed as you, or as otherwise expressly permitted or agreed to in writing by Exodus. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the Exodus Software to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in this Agreement. You agree not to use Confidential Information otherwise for your own or any third party’s benefit without the prior written approval of an authorized representative of Exodus in each instance. You hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Exodus that may be difficult to ascertain. Accordingly, you agree that Exodus will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.
7. **Precautions for the use of Pre-Release Software. YOU ACKNOWLEDGE AND UNDERSTAND THAT DATA AND CRYPTO ASSETS THAT YOU TRANSFER TO THE PRE-RELEASE, WHILE USING THE PRE-RELEASE SOFTWARE, MAY BE LOST AND MAY BE INCAPABLE OF BEING RECOVERED. EXODUS SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR TESTING, INSTALLATION OR USE OF PRE- RELEASE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR CRYPTO ASSETS ARISING FROM YOUR USE OF SUCH PRE-RELEASE SOFTWARE.**
8. **Consent to Collection and Use of Data.** Data collected pursuant to this Section 8 will be treated in accordance with Exodus’s Privacy Policy, which is incorporated by reference into

this Agreement and which can be viewed at *exodus.io*.

- 9. No Support and Maintenance; Future Products.** During your participation in the Beta Program or in a particular seed, Exodus is not obligated to provide you with any maintenance, technical or other support for the Pre-Release Software. You agree to abide by any support rules and policies that Exodus provides to you in order to receive such support. You acknowledge that Exodus has no express or implied obligation to announce or make available a commercial version of the Pre-Release Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Pre-Release Software licensed hereunder.
- 10. Discussion Forums.** As part of the Beta Program, you may have the ability to participate in discussion forums provided by Exodus about the Pre-Release Software and other Confidential Information that Exodus may make available to you. For purposes of such discussion forums, Exodus is providing a limited exception to Section 6 by allowing you to discuss certain Exodus Confidential Information received by you in connection with a particular seed with other seed participants who are in the same seed as you in the Exodus designated discussion forum for such seed, and only within this discussion forum. Except for the limited purpose of discussions with other seed participants within such forums, you acknowledge and agree that this Agreement does not grant you the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Exodus Confidential Information.
- 11. No Warranty.** The Exodus Software provided hereunder may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions. The Exodus Software may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information. You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the Exodus Software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. EXODUS IS PROVIDING ALL CONFIDENTIAL INFORMATION, INCLUDING THE PRE-RELEASE SOFTWARE AND SEEDING TOOLS, TO YOU SOLELY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that Exodus has not publicly announced the availability of the Pre-Release Software, that Exodus has not promised or guaranteed to you that such Pre-Release Software will be announced or made available to anyone in the future, and that Exodus has no express or implied obligation to you to announce or introduce the Pre-Release Software or any similar or compatible product, or to continue to offer access to the Pre-Release Software in the future.
- 12. Disclaimer of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING, INSTALLATION, OR USE OF

THE PRE- RELEASE SOFTWARE AND SEEDING TOOLS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF CRYPTO ASSETS SENT, HELD OR WITHDRAWN USING THE PRE-RELEASE SOFTWARE, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF THE PRE- RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA, AND IN NO EVENT WILL EXODUS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM ANY USE OF THE PRE- RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS CONNECTED THERETO, AND/OR FROM ANY OTHER CONFIDENTIAL INFORMATION, AND/OR EXODUS'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF EXODUS HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EXODUS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Term and Termination. This Agreement will continue in effect until terminated in accordance with this Section 13. You may terminate this Agreement or an individual seeding project at any time, for any reason, but only by returning or destroying any Confidential Information that is in your possession or control (including, without limitation, any Pre-Release Software); provided however that if you are unable to purge certain Pre-Release Software from your computer and/or devices, then you agree that you will continue to hold the Pre-Release Software as Confidential Information. Exodus may terminate this Agreement or an individual seeding project at any time, with or without cause, immediately upon written notice to you, and may terminate this Agreement immediately for any breach of the confidentiality provisions set forth herein. Within seven (7) days of your receipt of Exodus's termination notice, or earlier if requested by Exodus, you will return, cease all use of, and/or destroy the Pre-Release Software and all other Confidential Information as provided in this Section. Following termination of this Agreement or an individual seeding project for any reason, the restrictions of this Agreement with respect to the Pre-Release Software that was provided to you will continue to bind the parties. The term of your license to use the Exodus Software granted under Section 3 of this Agreement shall commence upon your installation or use of the Exodus Software and will terminate automatically without notice from Exodus upon the earlier of (a) the next commercial release of the Exodus Software, (b) the termination of the individual seeding project under which you obtained the Exodus Software, (c) the termination of this Agreement, or (d) the date specified in the separate license accompanying the Exodus Software (if any).

14. No Export. You agree that you will not export or re-export any of the Pre-Release Software or Confidential Information received from Exodus except as authorized by United States law and the laws of the jurisdiction in which the Exodus Software was obtained. In

particular, but without limitation, the Exodus Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on any OFAC Lists, the U.S. Department of Commerce Denied Person's List or Entity List, or any other restricted party lists. By using the Exodus Software, you represent and warrant that you are not located in any such country or on any such list. You certify that this Exodus Software will only be used for evaluation and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, you certify that you will not transfer or export any product, process or service that is a direct product of this Exodus Software.

15. Third Party Software & Information. Portions of the Exodus Software may include third party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the Exodus Software, and your use of such material is governed by such respective terms. Mention of third parties and third party products in any materials, advertising, promotions or coupons provided to Beta Program participants is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third party product specifications and descriptions are supplied by the respective vendor or supplier, and Exodus shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

16. Beta Testing Funding and Compensation. In order to test the Exodus Software in the Beta Program, Exodus, in its sole discretion, may provide to you up to \$100 in value of crypto assets (the "Beta Test Funding Crypto Assets"). You agree that, if requested in writing by Exodus no later than seven (7) days after the completion of your participation in the Beta Program, you will return to Exodus the remaining balance of the Beta Test Funding Crypto Assets. Furthermore, during the term of this Agreement, Exodus, in its sole discretion, may pay to you, from time to time, beta testing compensation (in an amount not to exceed \$500 per calendar quarter), as a reward for providing feedback and comments that Exodus determines, in its sole discretion, to be particularly useful in the Beta Program ("Beta Test Reward Compensation"). Exodus will provide written notice to you if Exodus elects to pay to you any Beta Test Reward Compensation, which notice shall state the amount and form of compensation. You agree that you shall solely be responsible for the payment of income taxes applicable to (i) any Beta Test Funding Crypto Assets that are not returned to Exodus and (ii) any Beta Test Reward Compensation received from Exodus under this Section 16.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to conflicts of laws principles thereof. Each party hereby waives trial by jury in any court action or proceeding to which they may be parties, arising out of, in connection with or in any way pertaining to, this Agreement.

18. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to activities contemplated by this Agreement. This Agreement supersedes and terminates all prior agreements and understandings between the parties to this Agreement, whether written or oral. This Agreement may not be assigned by any party without the written consent of all of the parties hereto. Except as otherwise expressly provided herein, all of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and permitted assigns of the parties hereto. If any provision of this Agreement is held invalid or unenforceable in accordance with its express terms in any legal proceeding, such invalidity or unenforceability shall not affect the validity and enforceability of any other part of this Agreement. This Agreement may be amended only by a written agreement signed by all of the parties hereto.