DISCLOSURES & DISCLAIMERS: TEMPORARY EXPERIMENT

By voting on the "Upgrade Proposal: Stake-Based Priority Ordering Experiment" available at Governance Proposal or using OP Mainnet after its approval, you (the user, OP Token holder, and/or developer) confirm that you have reviewed and understood, and that you agree to, these Disclosures & Disclaimers and the "Stake-based priority ordering on OP Mainnet" documentation available at the Documentation

- **Temporary Experiment:** The stake-based sequencer ordering mechanism (the "Experimental Ordering Mechanism") is a temporary experiment to test real-world performance on OP Mainnet (the "Experiment") before reverting to the standard ordering mechanism (the "Standard Ordering Mechanism"). Although the Experimental Ordering Mechanism will first be tested on Optimism Sepolia (testnet), testnet conditions cannot accurately predict real-world performance, defects, or vulnerabilities on OP Mainnet.

- **Your Responsibility to Review, Understand and Adapt:** You are solely responsible for carefully reviewing these Disclosures & Disclaimers, the Documentation, the Governance Proposal, and all other documentation relating to the Experiment, and for independently determining and understanding:

  (a) the implications the Experiment (including its commencement, phase transitions, and conclusion) may have on your interactions with OP Mainnet and any smart contracts, applications, or services you have deployed, as well as any users of those smart contracts, applications or services; and

  (b) any adjustments, precautions, or user notifications you may need to make to anticipate and mitigate potential adverse impacts.

- **Unanticipated Impacts:** The Experiment may alter incentives and behavior on OP Mainnet in unpredictable ways, including strategic transaction submission, congestion, front-running, back-running, sandwiching, denial-of-service behavior, concentration of benefits among large holders, or other adverse market or network effects.

- **Timing of Phase Transitions and Experiment End:** Except as stated in the "Emergency Reversion" paragraph below, the Foundation will endeavor to announce on its official social media channels and in the Documentation at least 24 hours before:

  - the date and time Phase 1 will commence on OP Mainnet;
  - the date and time Phase 2 will commence on OP Mainnet; and
  - the date and time the Experiment will end and the sequencer will revert to the Standard Ordering Mechanism.

  You are solely responsible for actively monitoring these channels and documentation.

- **Emergency Reversion:** The Foundation may, at any time and without notice, immediately end the Experiment and revert to the Standard Ordering Mechanism if it determines in its sole discretion that doing so is necessary. The Foundation will endeavor to announce such reversion on its official social media channels and the Documentation as soon as practicable.

- **Transactions Submitted Around Phase Transitions:** There will be a brief lag, expected to be multiple blocks, between a change in sequencing mechanism and when new transactions are sequenced accordingly. During this lag period, new transactions submitted will be sequenced under the previous sequencing mechanism. The exact lag time cannot be predicted. If you do not want uncertainty about which sequencer mechanism will apply to your transaction, do not submit transactions around the time of any transition.

- **No Guarantees:** Staking OP tokens does not guarantee transaction inclusion, execution, speed, finality, ordering, successful settlement, or any particular economic outcome. Transactions may be delayed, reordered, deprioritized, dropped, or fail, regardless of any stake-based priority.

- **Performance Degradation:** Prioritization of staker transactions may delay or prevent processing of other transactions–for example, if an entire block is filled with priority transactions.

- **Staking and Unstaking Are Transactions:** "Staking" in the context of the Experiment means sending OP tokens to the PolicyEngineStaking smart contract designated in the Documentation (the "Experimental Smart Contract") to be locked, while "unstaking" means unlocking and requesting those OP tokens to be transferred back to the original wallet. Both staking and unstaking are permissionless and are blockchain transactions. Staking priority benefits will not begin to apply, and the staking duration will not begin to run (for sequencer prioritization purposes), until blockchain confirmation of the staking transaction has completed.

- **Smart Contract Defects and Vulnerabilities:** Smart contracts, including the Experimental Smart Contract, are software and may contain unintended errors, defects, bugs, or vulnerabilities. These may result in adverse effects such as loss or inaccessibility of OP tokens, inaccurate calculation of sequencer priorities, or ineffective delegation of priority benefits.

- **User Error; Irreversible Actions:** Mistakes such as staking or unstaking to an incorrect address or smart contract, or improper delegation, may result in permanent loss, delay, or inaccessibility of digital assets or priority benefits. The Foundation has no responsibility or liability for such mistakes.

- **"AS IS" EXPERIMENT; USE AT YOUR OWN RISK:** THE EXPERIMENTAL ORDERING MECHANISM AND THE EXPERIMENTAL SMART CONTRACT ARE UNTESTED AND EXPERIMENTAL, PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION. THE DOCUMENTATION IS

FOR GENERAL REFERENCE ONLY AND DESCRIBES INTENDED OPERATION; IT DOES NOT CONSTITUTE REPRESENTATIONS, WARRANTIES, COMMITMENTS, OR GUARANTEES BY THE FOUNDATION OR OP LABS. YOU ASSUME ALL RISKS IN CONNECTION WITH YOUR USE OF OP MAINNET, INCLUDING, WITHOUT LIMITATION, THE EXPERIMENTAL ORDERING MECHANISM AND THE EXPERIMENTAL SMART CONTRACT, AND YOU ACKNOWLEDGE AND AGREE THAT THE FOUNDATION AND OP LABS HAVE NO LIABILITY REGARDING THE EXPERIMENT. YOU WAIVE AND RELEASE THE FOUNDATION AND OP LABSFROM, AND COVENANT NOT TO SUE THE FOUNDATION OR OP LABS WITH RESPECT TO, ANY LIABILITY, CLAIMS, OR DAMAGES ARISING FROM YOUR USE OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, LOSS, MISDIRECTION, OR INACCESSIBILITY OF OP TOKENS OR OTHER DIGITAL ASSETS. THE FOUNDATION AND OP LABS DISCLAIM ANY DUTY, FIDUCIARY OR OTHERWISE, TO ANY USER, TOKEN HOLDER, STAKER, DELEGATE, DEVELOPER, APPLICATION PROVIDER, OR OTHER PERSON REGARDING THE DESIGN, IMPLEMENTATION, OPERATION, MODIFICATION, SUSPENSION, OR TERMINATION OF THE EXPERIMENT.

- **Optimism Community Agreement and Terms of Service:** The Optimism Community Agreement and the Terms of Service apply to the Experimental Ordering Mechanism, the Experimental Smart Contract, and the Experiment. If these Disclosures & Disclaimers conflict with those documents, these Disclosures & Disclaimers control regarding the Experiment. Without limiting the generality of the foregoing, Section 3 (Disclaimers and Limitations of Liability) of the Optimism Community Agreement and Sections 16 (Dispute Resolution; Arbitration), 18 (Force Majeure), and 19 (Governing Law, Forum, Venue and Jurisdiction) of the Terms of Service apply to the Experiment, the Experimental Ordering Mechanism and the Experimental Smart Contract, and your use of them.

- **Severability:** If any provision of these Disclosures & Disclaimers is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be limited to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.