

ALASTRIA T NETWORK OPERATIONAL CONDITIONS BY CRITICAL NODES

1. The Alastria Network Consortium (The Association or simply Alastria), as a community of non-profit associates dedicated to promoting distributed networks and infrastructure (Blockchain), under the principles of absence of commercial interest and technological neutrality, is promoting, in the interest of its associates, the development of the infrastructure named ALASTRIA T NETWORK (The Network hereinafter).
2. The associates share the common interest of establishing and enabling the operation of the Network and to that extent, they cooperate through their participation in the role of the "critical node", which implies the performance of the activities foreseen in the description of said function in the Network Operation and Government Policies.
3. The intended uses (Ideal Uses) of the Network will be aimed at the deployment of applications in accordance with the rules and policies established by the Association at all times, especially those provided for in the Basic Guide to Activities, in the Basic Guide to Protection of Data and in the policies and regulations aimed at complying with the Competition Law regulations adopted in each case; to whose compliance the Associate agrees in their capacity as "critical node manager or operator" declaring that they know of the absence of responsibility for any damage or harm caused by any other member of the Association, whether or not they participate in the operation of the Network, or by the Association itself, as well as the members of its Board of Directors, Directors, employees, or any organization or person that provides their services.
4. The Associate expressly declares understanding the Statutesⁱ of the Association and its Annex documents, and in particular, expressly declares knowing and accepting Annex VI "Regime and Limitation of Responsibility of the Association"ⁱⁱ, especially its sections 3, 4 and 5 related to "Eligible Technologies, Open Source, Free Software", "Relationship of Alastria and End Users of the Blockchain".
5. Specifically, the Associate expressly declares knowing and accepting that in no case will some nodes of the Network respond to others for damages directly or indirectly caused that arise from any action on the Network, unless there is intent or serious fault in actions or omissions that try to prevent, condition, affect the operation of the Network, the commitments to participate in the operation of the Network or those provided for in the Policies, guides, norms, standards and other operating agreements between the members of the association, and between them and the Association in its case; including without limitation any loss of profit and any consequential damage to any of the natural or legal persons managing the node, due to business interruption, loss of data or damage to equipment, among other adverse effects. This clause will be applicable even when any nodes have agreed to liability clauses contrary to this limiting clause.

The only consequence of the damages inflicted will be the exclusion from the Network, in accordance with Alastria's statutes and regulations, of the non-complying node.

6. The Associate assumes their own responsibility for the correct operation of their node in accordance with the obligations derived from the provisions of the Network Operation and Government Policies in force at any given time and in this document.
7. As a “critical node manager or operator” in the Network, the Associate undertakes to comply at all times with any mandatory provisions that are applicable at any time, and in particular, those of internet law, electronic commerce and of information society services, data protection, electronic signature, competition and industrial intellectual property.
8. The Associate expressly declares to know that the use of the Network to carry out cryptocurrency transactions, investments in cryptocurrencies or operations related to any type of game or bet of those provided in Law 13/2011, of May 27, of regulation of the game and its development regulations is strictly prohibited.
9. In any case, the Associate assumes the express commitment to operate the Network, protecting its infrastructure and acting at all times in accordance with the Association's Statutes, its different Annexes (current and future), Government Policies, its technical specifications and rules contained in the development regulations approved by the Board of Directors of the Association, guides and other operating agreements between the members and these and the Association.
10. Likewise, the Associate declares to know and accept the Network Operation and Government Policiesⁱⁱⁱ. In particular, regarding the technical installation and the management and operation of a "critical node" in the Network, the Associate expressly declares to know and accept:
 1. Its commitment to make the best efforts to keep said critical node active in the Network as long as possible at all times, so that the regular nodes of the Network can use it effectively and continuously.
 2. Its commitment to notify the Association's technical team and Associate operators of critical nodes in advance (minimum 2 weeks), of any maintenance break needed for said critical node, so that the rest of the critical nodes can take all the precautionary measures within reach and thus minimize the shutdown impact on the use of the Network.
 3. That it must guarantee the greatest speed in restoring the operation of the node in the event of possible or occasional unavailability.
 4. That the critical node (be it validator or permitter) must be under the supervision of specialized personnel to achieve the purpose of points 1, 2 and 3 above.

5. Its commitment to provide the technical team of the Association and the Associates operating with critical nodes with the information of an accessible reference or contact person and one who is capable of being located at any time.
6. That the node must be housed within the limits of the European Union as a way of guaranteeing compliance with the mandatory rules derived from the General Data Protection Regulation against itself and other associates, either in a location as a service provider in the cloud or in a physical location in the Applicant's facilities or one of its suppliers.
7. That in its critical node the official software of the repository of the Association must be executed, downloaded at the time of installation to guarantee the stability and security of the Network, undertaking not to alter or modify said code without the knowledge of the technical team of the Association and of the remaining Critical Node Operator Associates. Any modification of the indicated software will be made under the exclusive responsibility of the Associate "critical node manager", without in any case being able to compromise the operation or security of the Network, complying at all times with the Association's Code of Ethics^{iv}.
8. Its commitment not to grant permission or access from the critical node to any third party node that has not been authorized according to the formal mechanisms established in the Association, as well as to those that do not comply with the Association's Code of Ethics.
9. Its commitment to make the node visible on public dashboards and monitoring tools of the Network so that all Associates can see its activity in a transparent way.
10. Its commitment not to install or run other software or applications on the same machine from which the critical node software is running, which could put the security of the Network at risk.
11. Its commitment to immediately notify the technical team of the Association and the rest of Associate operators of critical nodes of any detected security breach that affects or may affect in any way the node or the Network. Under no circumstances may these vulnerabilities be used for its own benefit.
12. That a critical node cannot be used to deploy Smart Contracts of any kind on the Network.
13. That a critical node cannot be used to inject transactions of any kind on the Network.
14. Compliance with the above commitments will allow the Associate to participate in the technical governance of the Network, and if appropriate, in accordance with the decisions made by the majority of the associates that maintain the critical nodes, be compensated for operating it in the terms determined at each given moment as a particular criterion and exception to the rule provided for in number 11, below.

11. The activities derived from this document will not imply any financial commitment or give rise to any financial consideration. Nor may they imply an increase in endowments or remuneration or other personnel costs that can be claimed from other associates.
12. The Associate will comply at all times with the provisions of the current regulations on the protection of personal data, Regulation (EU) 2016/679, of the European Parliament and Council of April 27, 2016, which entered into force on May 25, 2018, and that in Spain is materialized through Law 3/2018 of December 5, Protection of Personal Data and Guarantee of Digital Rights, for any processing of personal data that is necessary due to the management of this document.

Likewise, the Associate will comply at all times with the rules and policies on Protection of Personal Data published by the Association after communicating and informing all the nodes participating in the Network.

13. In any case, the condition of "critical node manager or operator" is linked to the maintenance of the condition of member of the Association. Notwithstanding the foregoing, in the event that the Associate ceases to be part of the Association, they undertake to maintain their node in the Network for as long as they ensure the fulfilment of their commitment to operate in the Network, protecting the infrastructure and acting at all times in accordance with the Statutes and other rules and protocols of the Association.
14. The content of this document may be modified when necessary. It will be understood that the Associate, in their capacity as "critical node manager or operator" accepts the successive versions of this document if they do not express their disagreement within 15 (fifteen) calendar days from the receipt of the electronic communication in which they are to be notified of the approval of each new version.
15. An updated version of this document will be visible and accessible on the Alastria.io website. Approval will be communicated electronically to the associated managers and operators of critical nodes linked by the previous versions of this document for the purposes indicated in the previous number.
16. The Associate undertakes to peacefully resolve any conflict that may arise in the interpretation and execution of this document within the management bodies of the Association, and especially, the Legal Committee and the Ethics Commission, in accordance with the regulations and procedures of the Association.

The prior conciliation period referred to in the preceding paragraph may not exceed 90 calendar days from the date the dispute is brought to the attention of the aforementioned management bodies of the Association.

If the conflict continues, the Associate agrees to submit the dispute to arbitration by Law, ensuring that the possible sole arbitrator has specific knowledge of the operation of permitted DLT networks.

The procedure will take place in Madrid (Spain), the language used will be Spanish and the cost of the procedure will be borne by the parties involved. The Associate agrees to participate in the conflict resolution process in good faith and to use the necessary means to try to reach an agreement. The applicable law in all cases will be Spanish law. In the absence of agreement between the parties on the appointment of the sole arbitrator within 15 days, they will be appointed by the OMPI Arbitration and Mediation Centre in accordance with its regulations.

Control Sheet

Date	Version	Person	Comment
15-Apr-2019	0.1	JLG	Initial Version
10-Sep-2019	0.2	JLG	Revised version including references to Statutes and Documents Annexed to the Statute, as well as references to the applicable international standards for this topic
4-Feb-2020	1.0	JLG	Final Version
16-Jun-2020	1.1	JLG	Updated link in Footnote 3 to Policy

Drafted	Reviewed	Approved
Juan Luis Gozalo - Date: 20190910	Javier Ibáñez: 20190927 Javier Ibáñez (2): 20191110 José Luis de Castro:20191003 Moisés Menéndez:20191007 Cristina Martínez Laburta: Cristina Martínez Laburta: last time, 20192210 Date:20190920 Legal Committee – Date:20191710 Cristina Martínez Laburta Date: 20191511	Legal Committee: 20191121 Alastria Board - Date:

ⁱ The document Alastria Statutes can be found on the Alastria website and via the following link <https://alastria.to/wp-content/uploads/2019/08/Estatutos-Sociales-de-la-Asociación-Consorcio-Red-Alastria.pdf> .

ⁱⁱ The document Annex VI of the Statutes "Regime and limitation of responsibility of the Association" can be found on the website and via the following link <https://alastria.io/wp-content/uploads/2019/08/Régimen-de-responsabilidad-de-la-Asociación.pdf> .

ⁱⁱⁱ The document "Alastria Network Operation and Government Policies" can be found on the website and via the following link <https://alastria.io/wp-content/uploads/2020/04/POLI-TICAS-GOBIERNO-Y-OPERACION-RED-ALASTRIA-V1.01-DEF.pdf> .

^{iv} The document "Code of ethics of the Association" can be found via <https://alastria.io/wp-content/uploads/2019/05/código-ético-v2-1.pdf> .

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