# ALASTRIA NETWORK OPERATING CONDITIONS FOR REGULAR 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 "regular node manager", 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 "regular node manager" 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, in their capacity as "regular node manager", will warn those communicating with them on account of the Network (User/s) of the content of this document and will require the full and informed acceptance by the Users of the responsibility limitations provided throughout it as a necessary requirement for the establishment of any type of agreement or relationship of services related to the use of the Network. These responsibility limitations are also duly published on the legal site of the Association, being binding and will at all times be incorporated into the terms or conditions of use of the application developed or deployed by the Adherent on the Network.

   The relationship of the User is established exclusively with the managing Associate of the corresponding regular node. Said relationship does not imply the establishment of any contractual link with the Association.

   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.

   Any liability derived from agreements signed between Associate operators of nodes and Users (without a node on the Network) will be assumed exclusively by the Associate operator of the node, who assures the full indemnity of the Association and the rest of the nodes outside those commitments, in accordance with the provisions established throughout this document.

To this end, the Associate, in their capacity as "regular node manager", undertakes to ensure that:

(i)     Its Users declare that they have sufficient legal capacity to use the Network and to carry out transactions through it.

(ii)    Its Users agree to provide real, complete and updated information at the time of completing any necessary document and using the Network.

(iii)   Its Users declare to know and are responsible for determining if a specific operation is appropriate and does not contain any illegal content.

(iv)    Its Users use the Network in accordance with the provisions of this document.

(v)     Its Users do not use the Network for the purpose of carrying out illegal activities.

(vi)    Users do not use the Network in such a way that its performance and capacity are reduced.

(vii)   Each User is solely responsible for the obligations and tax charges that correspond to their operations on the Network, without being able to attribute to the Association any type of responsibility derived from tax obligations or any other type.

(viii)  Its Users expressly declare that they know that the continuous or uninterrupted access and use of the Network is not guaranteed, and that the Network may eventually be unavailable due to technical difficulties, failures or any other unforeseen or unavoidable circumstance, in which case efforts will be made to restore it as quickly as possible.

(ix)    That its Users expressly declare to know the content of this document, and that it can be modified when necessary. The possible modifications will be immediately notified to the Users by the Associate operators of the nodes that are related to them by virtue of the Network.

5.  The Associate expressly declares understanding the Statutes[i] 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".

6. 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.

7. 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.

8. As a "regular node manager or operator" in the Network, the Associate undertakes to comply at all times with any mandatory provisions of National and European law that are applicable in Spain, and in particular, those of internet law, electronic commerce and of information society services, data protection, electronic signature, competition and industrial intellectual property.

9. 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.

10. 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.

11. Likewise, the Associate declares to know and accept the Network Operation and Government Policies[iii]. In particular, regarding the technical installation and the management and operation of a "regular node" in the Network, the Associate expressly declares to know and accept:

    1. 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.

2. That in its regular 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 unless it uses the established code request and approval mechanism in the official repository, complying at all times with the Association's Code of Ethics[iv].

3. Its commitment to make the node visible on public monitoring tools and dashboards of the Network so that all Associates can see its activity in a transparent way.

4. Its commitment to immediately notify the technical team of the Association and the Emergency Committee of Critical Nodes of any detected security breach that affects or may affect in any way the regular node or the Network as a whole. Under no circumstances may these vulnerabilities be used for its own benefit.

5. That the operation and maintenance of its regular node in the Network is its sole responsibility.

6. That the regular node must be under the supervision of specialized personnel who guarantee its adequate and correct maintenance at all times.

7. Its commitment to provide the technical team of the Association and the Critical Nodes Committee with the information of a reference or contact person.

8. Its commitment not to grant permission or access from the regular node to third parties who have been previously rejected by the Association, as well as to those who do not comply with the Association's Code of Ethics.

9. Its commitment to notify the technical team of the Association or the Critical Node Emergency Committee as soon as possible of any harmful external access to the Network that is detected in its node so that it can be included by all other network associates in the access blacklists.

10. That the limits of use of its node in terms of load for the Network must be within the limits established in the Network Operation and Government Policies, current or future, and which are initially established at 25,000 transactions per day, and committing to request, through the channels defined at any given time, an authorization to increase said limit.

12. 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.

13. The Associate will comply and ensure that its Users 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 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.

The Network functions as a decentralized registry of information, therefore, any registered information remains unalterable on it. The Associate is solely responsible for not registering any information on the Internet that cannot be of public and general knowledge.

14. In any case, the condition of "regular node manager" 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.

15. In everything not provided for in this document, the Spanish Laws will apply.

16. The content of this document may be modified when necessary. It will be understood that the Associate, in their capacity as "regular node manager" 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.

17. Each new 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 regular nodes linked by the previous versions of this document for the purposes indicated in the previous number.

18. The Associate undertakes to peacefully resolve any conflict that may arise in the validity, 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 | Ver | 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 |
| 04-Feb-2020 | 1.0 | JLG/CML | Final reviewed version (syntax, spelling, references) |
| 16-Jun-2020 | 1.1 | JLG | Updated link in Footnote 3 to Policy Documents |

| Drafted | Reviewed | Approved |
|---------|----------|----------|
| Juan Luis Gozalo - Date: 20190910 20190920 | Javier Ibáñez: 20190927 Javier Ibáñez (2): 201901010 José Luis de Castro:20191003 Moisés Menéndez:20191007 Cristina Martínez Laburta: last time, 20191022 Date:20190920 Legal Committee - Date: 20191017 Cristina Martínez Laburta: 20191119 Legal Committee- 20191121 Eduardo Galocha- 20191122 José Luis de Castro- 20191122 Rafael Sánchez Aristi 20191122 Teresa Martín-20191123 | Legal Committee- 20191121 Alastria Board - Date: 20191128 |
| | | |

[i] The document Alastria Statutes can be found on the Alastria website and via the following link https://alastria.io/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-OPERACIO-N-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 .