

**Important Note: These Terms and Conditions will be effective on the LACNet Omega Network of L-NET starting from July 20, 2023.**

## **TERMS AND CONDITIONS OF USE FOR LACNET OMEGA NETWORK**

Please read these Terms and Conditions of Use (this "Agreement") carefully. This is a legal and binding contract between you (the "Applicant") and the Blockchain Network Operator for Latin America and the Caribbean (L-NET) ("L-NET") concerning the use of LACNet Omega and the capabilities and information available to you through its use. By continuing with the node deployment process, you acknowledge that you understand and agree to this Agreement and your responsibilities in its entirety. If you are registering to use the LACNet Omega Network on behalf of an organization or other legal entity, you represent that you have the authority to bind such legal entity to this Agreement, and that such entity exists and is in good standing. You further agree that the legal entity shall be responsible for any breach of this Agreement. If you do not agree with any of the terms described herein, you must immediately cease your use of the LACNet Omega Network.

### **REGISTRATION ON THE LACNET OMEGA NETWORK**

To access the full functionality of the LACNet Omega Network, you must register as a User through the following link (<https://lacnet.lacchain.net/requisitos-legales>). As part of the registration process, you must (i) identify a contact person within your organization who will be responsible for the administration of the node and can be contacted in case of any technical issues, (ii) identify a business or administrative contact person for any communication between L-NET and the User, (iii) accurately indicate the type of information and content that will be registered on the blockchain, and (iv) indicate whether any entity other than the User will have access to the writer node. If your registration is accepted, you will be assigned a user identification code ("User ID"). You will have access to various contents and system resources associated with your User ID as determined by L-NET in its sole discretion. L-NET may change, terminate, increase, or decrease these resources at its sole discretion and at any time. You also acknowledge that you are solely responsible for any content posted using your User ID, including transactional data. You are solely responsible for the activities that occur using your User ID, and as such, you must keep your private keys secure. You must immediately notify L-NET of any security breach or unauthorized use of your User ID and must not use any User ID without the permission of the corresponding User.

### **FIRST (Background)**

1.1 L-NET, as an international non-profit civil association dedicated to the administration, operation, and facilitation of blockchain infrastructures of L-NET and other associated resources in the Latin America and Caribbean region, which, under the principles of non-commercial interest and technological neutrality, has developed the infrastructure known as the LACNet Omega Network (hereinafter referred to as the "Network" or "LACNet Omega Network" interchangeably).

1.2 LAUNCHNODES Ltd. UK acts as an authorized reseller of L-NET on AWS Marketplace..

1.3 The Applicant shares a common interest with L-NET in safeguarding and developing the Network, both in the initial experimentation phases and in the implementation of businesses on the Network, previously tested. In this regard, they collaborate to jointly develop and maintain the Network.

1.4 The Applicant is interested in operating a writer node on the Network, which is intended to send transactions to the Network related to specific use cases, under the terms and conditions detailed in this Agreement.

### **SECOND (Purpose):**

The purpose of this Agreement is to establish the conditions under which the Applicant will operate a writer node on the LACNet Omega Network, submitting blockchain transactions related to its specific use cases, in the aforementioned L-NET LACNet Omega Network, which will operate under the principles of absence of commercial interest and technological neutrality.

### **THIRD (Applicant's Obligations):**

The Applicant undertakes to:

a) Deploy and operate a writer node on the Network.

- b) The Applicant expressly declares that they understand and accept that, under no circumstances, shall Applicants be held liable to each other for any damages, whether direct or indirect, arising from any non-serious breach of the commitments related to Network maintenance and other obligations established in the multilateral agreements and in the Policies, guidelines, and other operational agreements among the members and between them and L-NET, including, but not limited to, any loss of profit or potential profit and any consequential damages to any natural or legal person managing a node, such as business interruption, data loss, or equipment damage, among other adverse effects. This clause shall apply even if any of the nodes have agreed to liability clauses contrary to this limiting clause. The sole consequence of non-compliance will be the exclusion from the Network, if applicable according to L-NET's Bylaws and regulations, of the non-complying node.
- c) Include exoneration of liability clauses in their contracts with users and/or clients of the LACNet Omega Network, in accordance with what is established in Clause Seventh of this Agreement.
- d) Comply with the applicable laws and regulations that govern or regulate their activity or are necessary for the execution of this Agreement, including especially those related to the treatment and protection of personal data, competition, intellectual property, as well as contractual obligations with third parties unrelated to L-NET. The Applicant must be duly registered with the competent public bodies and up-to-date with their tax obligations.
- e) Operate on the Network diligently, in the manner and conditions they consider suitable according to their own technical criteria, protecting the infrastructure, security, quality, and stability and acting at all times in accordance with their technical specifications and the rules, guidelines, and other operational agreements among the members and between them and L-NET, and any modifications thereto.
- f) Comply with all registration and permissioning process requirements necessary to register their writer node on the LACNet Omega Network so that it can be recognized and recorded. This includes, among other things, providing the public key of the Applicant's writer node that will exclusively identify it on the LACNet Omega Network and providing the contact details of the persons in charge of the node on behalf of the Applicant.
- g) Be responsible for the custody of their writer node's private key. In case of loss, misplacement, or theft, the Applicant agrees to immediately notify L-NET to deactivate the writer node whose private key has been compromised. L-NET will determine within three business days whether the Applicant is authorized to set up a new node following the permissioning process.
- h) Ensure that their writer node cryptographically signs all transactions it sends to the network using the private key associated with the node that has been permissioned in the registration and permissioning process and send such transactions according to the Technical-Operational Specifications of LACNet (<https://lacnet.lacchain.net/especificaciones-tecnico-operativas-lacnet>). If the sending of transactions is not carried out in accordance with the aforementioned Technical-Operational Specifications of LACNet, the writer node will be automatically excluded from the LACNet Omega Network. If this occurs, the L-NET operations team will contact the person or persons indicated in the registration and permissioning process by the Applicant to clarify the incident. L-NET will then determine within three business days whether the Applicant's writer node can be readmitted to the network or not. If the Applicant is not readmitted, L-NET will communicate the reasons for considering them in breach of the obligations of this Agreement, leading to its termination without any compensation, as established in item a) of Clause 5.2 of this Agreement.
- i) Ensure that their writer nodes do not send transactions that violate the usage policies of the LACNet Omega Network. The Applicant agrees to assume all responsibility for the content and legal status of the transactions sent to the LACNet Omega Network from their writer nodes. If the information contained in a transaction is subject to, for example, legal action, the Applicant responsible for the writer node from which the transaction was sent agrees to indemnify L-NET for any legal liability, as well as damages that may arise. At the same time, the Applicant is exempt from any liability and legal status regarding any transaction or data sent to the LACNet Omega Network by other applicants from their own writer nodes.
- j) Have the right to participate in L-NET as an affiliated partner in accordance with the rights and obligations established by its Bylaws, resolutions of its assembly and board of directors, as well as other annexes and policies established.
- k) Maintain their writer node in a resilient and monitored state, making proactive efforts to ensure that their node does not engage in any unauthorized behavior that could harm the network.
- l) Accept the improvements and updates (e.g., software or versions of Hyperledger Besu) proposed by the LACNet Omega Network and presented according to the Services and Functionalities and the Bylaws as determined in the Ordinary or Extraordinary General Assembly.

- m) Assume their own responsibility for the proper functioning of their node in accordance with the obligations derived from the provisions of the Policies of Governance and Operation of the LACNet Omega Blockchain Network and this Adhesion Agreement.
- n) Exclusively assume any liability arising from agreements signed between the Applicant and other writer node operators, third parties, and/or end-users, granting the most complete indemnity to L-NET and to all other nodes unrelated to such commitments.
- o) Shall not assign or transfer this Agreement to any third party.
- p) Assume all costs and taxes derived from the development of their activity. In this regard, L-NET shall not be obligated to pay the Applicant any remuneration, reimbursement, or additional economic benefit of any kind.
- q) Designate a technical contact for the purpose of communication with L-NET's Operations Team.

#### **FOURTH (L-NET's Obligations):**

L-NET undertakes to:

- a) Allow the connection of the Applicant as a writer node to the LACNet Omega Network by registering the said node in the permissioning contract. The right to connection will be offered by L-NET on a best-effort basis, without guaranteeing that the Network will operate without errors or interruptions, or that all errors and/or interruptions will be corrected, or that it will meet the requirements and expectations, as stated in Clause 7.3 of this Agreement.
- b) Ensure that the Applicant can use the network per determined block according to the contracted membership, potentially accessing a greater amount of GAS depending on the type of membership and the capacity of the LACNet Omega Network available at that time, as described in the Technical-Operational Specifications of LACNet (<https://lacnet.lacchain.net/especificaciones-tecnico-operativas-lacnet>).
- c) Provide technological support through its Operations Team for any technical problems related to the interaction between the node and the network, with a first response in accordance with the Support of the LACNet Omega Blockchain Network (<https://lacnet.lacchain.net/membresias-accesos-y-soporte-de-la-red-blockchain-lacnet-omega>).
- d) Offer access to the transaction history and public state of the LACNet Omega Network in case of membership failure or termination throughout the life cycle of the LACNet Omega Network and up to three months after the termination of service of the LACNet Omega Network, allowing the Applicant access and consultation during this period.
- e) Ensure that boot and validator nodes do not arbitrarily reject transactions signed and sent to the LACNet Omega Network by the Applicant's writer node(s), provided that these transactions comply with the conditions established in the Technical-Operational Specifications of LACNet (<https://lacnet.lacchain.net/especificaciones-tecnico-operativas-lacnet>). This does not eliminate the possibility of transactions that may be processed with different regularity by the LACNet Omega Network given its asynchronous nature.
- f) Allow access to the network only to those applicants who complete the registration process (<https://lacnet.lacchain.net/requisitos-legales>), as well as notify the Applicant of any changes in these policies at least fifteen (15) days prior to their implementation.

#### **FIFTH (Duration):**

5.1 This Agreement will come into force once the Applicant's node is registered in the LACNet Omega Network or three months after received the payment, whichever occurs first; and will be of indefinite duration. Either party may unilaterally terminate this Agreement by giving notice to the other by a reliable means. The Agreement will terminate 15 calendar days after the date on which one of the parties gives notice to the other by a reliable means of its intention to terminate. At the request of the Applicant, this term may be extended one time for an additional 15 calendar days. Termination of the Agreement will not create the right to claim damages.

Notwithstanding the above, the Applicant will be allowed access to the data of the transactions carried out in the Network for a period of three (3) months as from the termination of the Agreement.

5.2 Likewise, L-NET may terminate this Agreement at any time, without creating the right to compensation, by notifying the Applicant in writing, in the following cases:

- a) Failure by the Applicant to meet the obligations arising from this Agreement.

- b) An attempt to harm and/or attack the Network in any way.
- c) Bankruptcy, fraud, dissolution, or insolvency, judicial or extrajudicial liquidation of the Applicant.
- d) Failure by the Applicant to meet the obligations arising from this Agreement.
- e) Total or partial assignment of the Agreement without prior authorization from L-NET.

#### **SIXTH (Price):**

Without prejudice to the membership fees established by L-NET's Board of Directors, which are referenced on the L-NET website (<http://lacnet.lacchain.net>), the connection to the LACNET Omega Network will not imply any financial commitment between the Parties, nor will it entitle them to any economic consideration between them, including any expenses and contributions necessary to operate as a Writer Node on the Network, by the Applicant.

The Applicant may contract for different membership fees, as well as for other additional services listed in (<https://lacnet.lacchain.net/membresias-accesos-y-soporte-de-la-red-blockchain-lacnet-omega>) to which all the provisions of this Agreement will apply.

#### **SEVENTH (Responsibilities and Guarantees):**

**7.1 Between the Applicant and L-NET:** In no case will L-NET and the other Applicants (writer node operators) respond to L-NET and/or to others for damages directly or indirectly caused that arise from a non-compliance, 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 this Agreement and/or in the Policies, guides and other operating agreements between the members and between these and L-NET in its case, including, without limitation, any loss of profit and any consequential damage to any of the natural or legal persons operating the nodes, due to business interruption, loss of data or damage to equipment, among other adverse effects. Likewise, and notwithstanding the above, under no circumstances shall the total responsibility of L-NET, whether contractual or non-contractual, exceed the annual membership fee established in clause Six hereof.

This clause will apply even when an Applicant has agreed to liability clauses contrary to this limiting clause. Failure to include non-limiting clauses will also entail the exclusion of the Applicant as an Affiliate Partner of L-NET and the LACNet Omega Network.

**7.2 Between a Third Party and L-NET:** Given that there is not and will not be any contractual relationship between L-NET and any customer or user of the LACNet Omega Network contracting with the Applicant, the Applicant undertakes to establish liability limiting clauses under the same terms as clause 7.1 above.

L-NET and its other Applicants hereby disclaim any civil, contractual or non-contractual liability against end users of the LACNet Omega Network for any failure, fault, interruption, or systemic operational or performance deficiency directly or indirectly attributable, for any cause or reason, to the use of computer media, implementation mechanisms, systems, codes of any kind, or software on which the operation and functioning of the Network is based. The absence of contractual liability is based in the non-existence of an agreement or bilateral legal relationship between any user and L-NET, without prejudice to the contractual relationship that may exist between each Applicant and the user.

**7.3 Warranty:** L-NET does not guarantee that the LACNet Omega Network will operate error-free and interruption-free, nor that all errors and/or interruptions will be remedied, nor that it will meet the requirements and expectations. L-NET's liability will be limited to remedying the deficient services and providing technical support, and, in the event that the deficient services cannot be substantially remedied, allowing the termination of the Agreement and refunding the price paid.

To the extent that the law does not prohibit it, this is the sole and exclusive guarantee that is granted, and there are no other guarantees, express or implied, regarding the LACNet Omega Network, its software, hardware, systems, and/or environments, or its quality, merchantability, or fitness for a particular purpose.

**7.4 Open Source Software:** L-NET declares that the proposed software and potential developments that might be made for its enhancement and made available to the Applicant are based on the principles and

legal regulations of the collaborative philosophy of open-source or “free” software with recognition of authorship, in particular the following:

A) The original source code license allows its reutilization without requiring new agreements with the creator or issuer of the code, except for recognition of authorship.

B) Given the absence of a commercial relationship between the creator of the software and its users, no user or third party contracting with a user will be responsible for the illegal use of Open Source software.

C) No third party may claim damages or losses from their counterparts who provide them with services or digital goods, based on deficiencies, faults or defects in the software or operating systems used on an open or free basis.

**EIGHTH (Confidentiality):**

Each party undertakes to maintain the confidentiality of all the information it receives, or that comes to its knowledge from the other party, by virtue of this Agreement, and to protect it from any form of disclosure, taking appropriate measures and precautions to do so.

The confidentiality obligation does not extend to the existence of this Agreement, nor to the fact that the Applicant is operating writer nodes in the Network, as well as to the identity of said nodes. L-Net publishes the list of entities operating nodes in the Network for the sake of transparency.

**NINETH (Intellectual Property):**

9.1 With the exception of the right to use the Network expressly granted by L-NET by virtue of this Agreement, the Applicant may not invoke any right, title or interest in the Network and its updates and/or additional developments, nor in contributions that the Applicant may make to the Network to improve its operation. Projects and applications developed by Applicants and deployed “on top” of the Network are the property of such Applicants, who may include intellectual property licenses on their developments, provided that such licenses do not include the Network itself, portions of the Network, or tools developed or enabled by L-Net.

9.2 L-NET grants the Applicant a non-exclusive, worldwide, royalty-free license to its trademarks, for the term of this Agreement, to indicate that the node is a LACNet Omega Network Writer Node. The Applicant accepts that this Agreement does not grant any license or Intellectual Property rights of L-NET other than that expressly specified herein, and, therefore, the Applicant agrees not to use, market, distribute or in any other way dispose of Intellectual Property of L-NET. In the event that the Applicant wishes to use Intellectual Property of L-NET beyond the expressly granted license, they must obtain express written authorization from L-NET.

**TENTH (Indemnity):**

10.1 The Applicant agrees to hold fully and permanently harmless and/or indemnify, as appropriate, L-NET and its directors, staff, employees and/or representatives, for any expenses, losses or damages they might suffer or responsibility they might assume, under and/or in relation to the fulfillment of the present Agreement, as well as to any other action, omission or operation that is conducted under the terms thereof, and any legal or administrative claim, action or procedure aimed at exercising, protecting and enforcing the integrity of any of the rights under the present Agreement, including the costs and professional fees incurred in relation to such claims, actions or procedures.

Likewise, the Applicant shall reimburse L-NET, within fifteen days of notification by the latter, any amount that L-NET is forced to pay by virtue of judicial or administrative claims, provided that L-NET has notified the Applicant reasonably in advance so that they may answer to such claims.

Failure to pay the amount due within the term specified above shall render the Applicant in arrears, with the amount due accruing an interest equal to the rate applied by the Central Bank of Uruguay for discounting documents at 180 days, without prejudice to L-NET's right to enforce its credit. Failure to comply with this obligation within the three-day period specified above shall entitle L-NET to immediately terminate the Agreement and pursue the corresponding damages and interests.

10.2 The Applicant hereby expressly waives any claim or right of recovery they may have against L-NET for any losses or damages, unless it can be proven that such situations were due to causes attributable to the intent of L-NET or its employees.

**ELEVENTH (Assignment of the Agreement):**

Under no circumstances may the Applicant assign their rights and obligations arising from this Agreement, unless it is with the prior, express, and written consent of L-NET.

The licenses for use granted under this agreement are non-transferable and non-exclusive.

**TWELFTH (Statement):**

The relationship established on the basis of this Agreement is a commercial relationship between independent companies and does not imply employer-employee relationships of any kind. Relationships between the Applicant and its employees or subcontractors, and between the subcontractors and their employees, do not concern L-NET and are the sole responsibility of the Applicant. No employee hired by the Applicant and/or by its subcontractors shall have an employer-employee relationship with L-NET.

**THIRTEENTH (Force Majeure):**

13.1 None of the Parties shall be liable for any delay in the performance or breach of the obligations of this Agreement, or for the exercise of the rights arising therefrom, or for any emerging losses or damages, provided that such delay, breach or exercise has been prevented or obstructed, in whole or in part, by:

(i) Compliance with laws, regulations or government agency decrees, and orders, sentences and/or decisions of jurisdictional and/or regulatory bodies; or

(ii) Reasons of force majeure, including, but not limited to: wars (declared or undeclared), hostilities, rioting, civil unrest, terrorist acts, blockades, quarantines, pandemics, strikes and/or other events of labor unrest, forced closure or industrial action of any kind, explosion, fire, flood or any kind of natural disaster, temporary or permanent interruption in the provision of electricity, telephone, telecommunications or other public or technological transmission or service, loss or shortage of means of transportation, breakdown of machinery or equipment, and any other natural, technological, political or economic cause that is not attributable to the negligence of the party alleging said contingency, or any other natural phenomenon or case of force majeure similar to any of the foregoing, which cannot be overcome by LACNIC acting with reasonable diligence and without incurring in excessive expense.

13.2 The party affected by force majeure shall notify the other, in writing, within twenty-four (24) business hours of the contingency that has occurred, specifying the cause and its estimated duration. In this case, the rights and obligations of any of the parties affected by any of the contingencies described above shall be suspended for the duration of such contingency, and they shall make every effort to mitigate the effects that the alleged contingency may have on the other party. Likewise, the affected party shall notify in writing resumption of the performance of the Agreement once such event has ceased.

The following shall not be considered force majeure:

(i) Strikes, work slowdowns or stoppages by personnel hired by the Applicant or by its subcontractors resulting from non-compliance by the Applicant.

(ii) Any act or omission that is wholly or partially attributable to the party alleging force majeure.

13.3 During a force majeure event, the parties' obligations shall be deemed suspended and shall resume as soon as such event ceases.

**FOURTEENTH (Default):**

Any delay in the fulfillment of the agreed obligations shall result in default, automatically and by right.

**FIFTEENTH (Omissions):**

Failure or delay by either Party in exercising any right, power or privilege granted by this Agreement shall not constitute a waiver or abandonment thereof, and neither shall the single or partial exercise of any right, power or privilege arising herefrom prevent the exercise of others.

**SIXTEENTH (Special Domiciles and Notifications):**

For all judicial and extrajudicial purposes arising from this contract, the Applicant designates the address declared in their Registration application (<https://lacnet.lacchain.net/requisitos-legales>) as their special domicile; and L-NET designates Rambla República de México 6125, Montevideo, Uruguay as their special domicile. In the absence of formal communication to the other party regarding any changes that may occur in this regard, any communication, notification, summons, or similar action sent to the indicated domiciles through an appropriate means will be considered valid.

**SEVENTEENTH (Severability):**

If any one or more of the provisions of this Agreement is found to be null, void, ineffective or unenforceable by a court or competent authority, the remaining provisions shall not be affected and shall remain valid, effective and/or enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be renegotiated by the Parties in order to replace it with a provision that is valid and enforceable and that better reflects the original intent of the invalid or unenforceable provision.

**EIGHTEENTH (Statement):**

The undersigned declare that they are duly authorized and have the legal capacity required to execute this Agreement.

**NINETEENTH (Modifications to the Agreement):**

L-NET reserves the right to modify this Agreement and change the terms and conditions under which the LACNET OMEGA NETWORK and the Services are offered. Your continued use of the LACNET OMEGA NETWORK or the Services after the revised Agreement has been published signifies your full acceptance of it. Therefore, you should regularly review this Agreement and be notified of any changes to it.

**TWENTIETH (Arbitration).**

20.1 Should any differences, disagreements, or disputes arise among the parties in connection with this Agreement, the Parties shall attempt to solve them by conciliation through the Conciliation and Arbitration Center of the Uruguayan Chamber of Commerce (the Center), conducted in accordance with the Arbitration Code of said Center. Should this conciliation fail, such differences, disagreements, or disputes shall be solved by arbitration, with the arbitration procedure observing the regulations contained in the Arbitration Code of the Center. The arbitrators shall be three in number, and the arbitration will take place in Spanish in the city of Montevideo.

20.2 The party that initially resorts to arbitration shall notify the Secretary General of the Center and the other party of their intention to submit a matter to arbitration, fully in accordance with the "Arbitration Procedure" established in the Regulations of the Center.

20.3 When the arbitration agreement is granted (within 15 calendar days of the notification mentioned above), each party shall appoint an arbitrator of their choice or, failing that, an arbitrator shall be appointed by the Center selected from their roster. Within ten calendar days of their appointment, the two appointed arbitrators must appoint a third arbitrator and, if no agreement is reached within the following five calendar days, the third arbitrator shall be appointed by the Center from among the members of its arbitration body. The third arbitrator shall preside over the Arbitration Court.

20.4 The ruling of the Arbitration Court may not be appealed, with the exception of an appeal for annulment provided for in the General Code of Procedure.

**TWENTY-FIRST (Governing Law and Competent Jurisdiction).**

21.1 The present Agreement shall be governed and construed in accordance with the laws of Uruguay.

21.2 Notwithstanding the provisions of clause 21.1 above, Uruguayan courts shall have jurisdiction to hear any matters excluded from arbitration, the proceedings prior to arbitration, the execution of the award, and the appeal for annulment, as provided in the General Code of Procedure.