

TERMS OF SERVICE

This Terms of Service for Registration as an End User of BSN Spartan Data Center (this “Agreement”) contains the terms and conditions that govern your access to and use of the BSN Spartan Data Center and is an agreement between the Spartan Data Center (also referred to as “we,” “us,” or “our”) and you or the entity you represent (“you” or “your”). This Agreement takes effect when you click an “Accept” or “Agree” button or check box presented with this Agreement or, if earlier, when you use any of the BSN Spartan Data Center. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 11 for definitions of certain capitalized terms used in this Agreement

1. ABOUT THIS AGREEMENT

1.1 The BSN Spartan Network is a decentralized cloud service network. The BSN Spartan Network is intended to be co-governed by members of the BSN Foundation (in preparation).

1.2 A Spartan Data Center is a software system that contains one or more registered full nodes of different non-cryptocurrency public chains on the BSN Spartan Network.

1.3 By registering as an End User of Spartan Data Center, you are agreeing to be bound by the terms and conditions of this Agreement.

2. ACCEPTANCE OF THIS AGREEMENT

2.1 You shall ensure that you have the right to legally use the BSN Spartan Network and that you comply with all applicable laws, regulations, and policies. You will ensure that your use of the BSN Spartan Network will not violate any applicable law.

2.2 You cannot accept this Agreement if you are under legal age.

3. USE OF THE BSN SPARTAN NETWORK

3.1 Subject to this Agreement, you may register as an End User of BSN Spartan Data Center on an anonymous basis.

3.2 You shall comply with the Spartan License of the Software and be fully and solely responsible for the operation, maintenance and data security of the localized system, including but not limited to, any third-party software, applications, and tools you choose to install, as well as the security of your local system, data, and hardware.

3.3 If we become aware of any violation of your obligations under this Agreement caused by an End User, we will immediately suspend access to the BSN Spartan Network by such End User.

3.4 You shall comply with all rules, regulations and terms of the BSN Spartan Data Center as published on the Website from time to time.

3.6 We do not collect any identifying information about you other than your email address. Please check your emails frequently and always make the email account available to receive emails, as we may send you important notifications such as security patches and software updates. We are not responsible for any system problems or losses that may occur due to non-receipt of such notifications due to incorrect/inactive email address.

3.7 You must not:

(a) use any type of spider, virus, worm, Trojan horse, time bomb or any other codes or instructions designed to distort, remove, damage, simulate or disassemble the BSN Spartan Network; or

(b) send unsolicited communications (also referred to as 'SPAM', 'SPIM' or 'SPIT') or any communications not permitted by applicable law or phishing or pharming using the BSN Spartan Network, or impersonating or misrepresenting affiliation with another person or entity; or

(c) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way; or

(d) use the BSN Spartan Network to cause or intend to cause embarrassment or distress to any third party, or to threaten, harass or invade the privacy of any third party; or

(e) use any material or content that is subject to any proprietary rights of any third party, unless you obtain a license or permission from the owner of such rights; or

(f) collect or obtain any personally identifiable information, including account names, from the BSN Spartan Network; or

(g) impact or attempt to impact the availability of the BSN Spartan Network, for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack; or

(h) use or launch any automated system, including but not limited to, robots, spiders or offline readers that access the BSN Spartan Network.

4. FEES AND PAYMENT

4.1 You will pay us the applicable fees and charges for use of the BSN Spartan Data Center as described on the Website using one of the payment methods we support. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Fees and charges for use of the BSN Spartan Data Center will be effective when we post updated fees and charges on the Website, unless we expressly state otherwise in a notice. We may increase or add new fees and charges by giving you at least 30 days' prior notice.

4.2 Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Taxes, except where applicable law requires otherwise. We may charge and you will pay applicable Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Taxes from you. We will not collect, and you will not pay, any Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

5. INDEMNIFICATION

5.1 You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your use of the BSN Spartan Data Center (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

5.2 The obligations under this Section 5 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim

that involves any commitment, other than the payment of money, without the written consent of the other party.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) WE AND OUR AFFILIATES DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT OR QUIET ENJOYMENT; (B) WE AND OUR AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY YOUR DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SOFTWARE OR THE BSN SPARTAN NETWORK; (C) YOU ARE SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS APPLICATION, PROJECT, AND DATA; AND (D) NEITHER WE NOR OUR AFFILIATE WARRANTS THAT THE OPERATION OF THE SOFTWARE OR THE BSN SPARTAN NETWORK WILL BE ERROR-FREE OR UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. NEITHER THE BSN SPARTAN NETWORK NOR THE SPARTAN DATA CENTER ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

7. PRIVACY

We will not collect your private data. You are fully and solely responsible for the confidentiality of your private data in your local systems and on the non-cryptocurrency public chains on the BSN Spartan Network.

8. LIMITATION OF LIABILITY

WE AND OUR AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE BSN SPARTAN NETWORK, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE BSN SPARTAN NETWORK, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS OF THE BSN SPARTAN NETWORK, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME

OF ALL OR A PORTION OF THE BSN SPARTAN NETWORK FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE BSN SPARTAN NETWORK; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 1 MONTH BEFORE THE LIABILITY AROSE, NOT EXCEEDING A TOTAL OF [*] US DOLLARS. THE LIMITATIONS IN THIS SECTION 8 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MODIFICATIONS TO THIS AGREEMENT

We may modify this Agreement at any time by posting a revised version on the Website or by otherwise notifying you in accordance with Section 10.7. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the BSN Spartan Data Center after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Website regularly for modifications to this Agreement. We last modified this Agreement on the date indicated on the Website.

10. MISCELLANEOUS

10.1 Assignment. We may assign this Agreement without your consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

10.2 Entire Agreement. This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement.

10.3 No Partnership or Agency. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint authorise venture between any of the parties, constitute any party the agent of another party, or any party to make or enter into any commitments for or on behalf of any other party.

10.4 Governing Law. This agreement will be governed by and construed in accordance with the laws of [*].

10.5 Dispute Resolution.

(a) In the event of any dispute, controversy, difference or claim arising from or in connection with this agreement including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it, the parties shall first use best endeavours to resolve such dispute, controversy, difference or claim amicably.

(b) If resolution cannot be reached within thirty (30) calendar days, any dispute or claim arising out of or relating to this agreement shall be referred to and finally resolved by arbitration administered by the [*] under the [*] in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be [*]. The seat of arbitration shall be [*]. The number of arbitrators shall be [*]. The arbitration proceedings shall be conducted in English.

(c) Notwithstanding anything to the contrary contained in this agreement, and without limiting any rights of either party under this agreement, either party has the right to seek any preliminary injunction or other equitable relief in any court of competent jurisdiction to enforce that party's rights hereunder.

10.6 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of this Agreement will control if there is any conflict.

10.7 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact us by sending a message to the email: [*]

10.8 No Third-Party Beneficiaries. Except as set forth in Section 5, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

11. DEFINITIONS

“End User” means any individual or entity that directly or indirectly accesses or uses the BSN Spartan Network via BSN Spartan Data Center.

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

“Software” means the data center software for the BSN Spartan Network made available under the Spartan License.

“Spartan License” means the terms and conditions for use, reproduction, and distribution as published by Red Date at <https://spartan.bsn.foundation/licenses/license>.

“Taxes” means applicable taxes and duties, including, without limitation, VAT, service tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

“Website” means [https: \[*\]](https://[*]) (and any successor or related locations designated by us), as may be updated by us from time to time.