

## SCRIPT NETWORK NODE OPERATOR AGREEMENT

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(Effective February 25<sup>th</sup>, 2023)

### 1. Acceptance to the Terms

THIS NODE OPERATOR AGREEMENT (THE "AGREEMENT") IS A BINDING CONTRACT BETWEEN YOU ("NODE OPERATOR," "Customer" "YOU", OR "YOURS") AND **SCRIPT NETWORK** ("SCRIPT TECHNOLOGIES LTD," [HTTPS://TOKEN.SCRIPT.TV](https://token.script.tv)" "US," "WE" OR "OUR"),

YOU UNDERTAKE THAT BY ACCEPTING THE TERMS OF THIS CONTRACT, EITHER BY CLICKING TO SIGNIFY ACCEPTANCE, OR BY TAKING ANY ONE OR MORE OF THE FOLLOWING ACTIONS DOWNLOADING, INSTALLING, RUNNING, AND/OR USING THE APPLICABLE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE THAT YOU TAKE THE EARLIEST OF ONE OF THE FOREGOING ACTIONS. YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OLD OR OLDER AND HAVE THE RIGHT AND AUTHORITY TO ENTER INTO AND COMPLY WITH THE TERMS OF THIS AGREEMENT.

**PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH SECTION. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CHECK THE ACCEPTANCE BOX, AND DO NOT DOWNLOAD, ACCESS, COPY, INSTALL OR USE THE SOFTWARE.**

### 2. Definitions

In addition to the capitalized terms defined above and herein, the terms in this section are defined as follows:

- a. **"Commencement Date"** is referred to as the first date in which Storage Materials are stored on a Storage Node pursuant to the terms of this Agreement.
- b. **"Device"** is referred to as a owned and operated computer or other electronic storage device to use and download the Software.
- c. **"Node ID"** is referred to as a unique code generated when a Storage Node completes a proof of work as required during the setup and configuration of the Storage Node Software

- d. **“Node Operator Services”** is referred to as a Node Operator sharing Space and Bandwidth as part of the Storage Network in accordance with the terms of this Agreement.
- e. **“Storage Node Software”** is referred to as the Storage Node Software which, when installed on a Device, enables such Device to participate in the Storage Network.
- f. **“Space”** is referred to as an online storage sharing services provided to Customers via a distributed network (“Storage Network”) of Storage Nodes by **Script Network**.
- g. **“Bandwidth”** is referred to as the upload and download network service for transfer of Storage Materials as defined below between the storage node and the online storage sharing services provided by **Script Network** to Customers via the Storage Network (the “Storage Services”).
- h. **“Storage Materials”** is referred to as data and materials stored by Customers on a distributed network of Devices.
- i. **“Storage Node”** is referred to as the device running a Storage Node Software and configured to communicate with any Storage Services.
- j. **“Node Operator”** is referred to as an individual or entity operator of one or more Storage Nodes as defined in this agreement.
- k. **“Customer”** is referred to as an individual or entity who is able to upload and store Storage Materials in the **Script Network** Storage.

### 3. Node Operator Service

**Script Network** offers the Storage Services to Customers in accordance with this terms and agreement defined in this agreement. You may operate and provide Node Operator Service as described herein during the Term of this Agreement. The Node Operator Service shall includes the features and functionality applicable to the version of the Software installed by the specific Node Operator. **Script Network** reserve the right to update the content, functionality, and user interface of the Node Operator Service from time to time in its sole discretion.

### 4. Open Source Storage Node Software License

**Script Network** grant you a non-exclusive, non-transferable, non-sublicenseable, right to use the Node Operator Service pursuant to this Agreement during the Term hereof solely for your internal business use subject to the limitations set forth in this agreement. The Storage Node Software consists of open source code, made available to you pursuant to the open-source license agreement(s) (the “Open Source License(s)”). Your use of the **Script Network** Storage Node Software is conditioned upon your compliance at all times with the terms of all applicable Open Source License(s), including without limitation all provisions governing access to source code, changes, and/or reverse engineering. The Customer agree to be responsible for complying

with any applicable documentation, but not limited to content provided directly to user or published at <https://token.script.tv>, or otherwise made available in conjunction with the Storage Services or Storage Node Software (“Documentation”) and for satisfying all technical requirements of the Storage Node Software, including any requirements set forth in the Documentation for ensuring that the Storage Node Software function properly.

## 5. Duties of the Node Operator

The Customer agree during the Term of this Agreement or the period when Storage Materials are maintained in your Storage Node, whichever is longer, agree to:

- a. You agree to comply with the terms of this Agreement, **Script Network’s** Terms of service and Privacy Policy and any other terms and conditions provided by **Script Network** in connection hereof, the Open Source Licenses, and the terms of all other agreements to which you are a party including, without limitation, any agreement you have with a third-party Internet service provider.
- b. You agree to operate the **Script Network** Storage Node in strict compliance with the terms of this Agreement and will not take any action not expressly authorized hereof.
- c. You agree not to modify or attempt to modify the **Script Network** Storage Node Software for any purpose including but not limited to attempting to bypass security, circumvent the audit, manipulate the performance of, or otherwise disrupt the Storage Services for any reason, including but not limited to attempting to increase the amount of data stored or bandwidth utilized, as defined herein, and you will not otherwise interfere with the operation of the Storage Services.
- d. You agree to maintain and operate the **Script Network** Storage Node, to meet the following minimum requirements (“Minimum Storage Node Requirements”) at all times: Have a minimum of one (1) hard drive and one (1) processor core dedicated to each Storage Node; Have a minimum of 500 GB of available Space per Storage Node; Operate with at least 2 TB of Bandwidth available per month; Operate with at least 5 Mbps bandwidth upstream; Operate with at least 25 Mbps bandwidth downstream; Is online and operational no less than 99.3% of the time per month; meet all performance requirements referred to in this Agreement, as well as any performance requirements set forth in the Documentation or in other instructions made available with the Script Network Storage Node Software or otherwise hereunder; be connected to the Internet to enable **Script Network** and its Customers to store and access the Storage Materials with a minimum of 99.3% availability as measured on a monthly basis; and run with sufficient Bandwidth without other applications consuming a percentage of the available

Bandwidth so as not to create network congestion or any other form of Internet connectivity degradation.

- e. You agree to implement and operate adequate organizational, administrative, physical and technical safeguards to ensure the protection, confidentiality, security, and integrity of the Storage Node and Storage Materials and shall take all reasonable steps to ensure that Storage Materials are not disclosed, accessed, used, modified, or distributed except as expressly authorized under this Agreement.
- f. You acknowledge and agree that by running the Storage Node Software on your Device and allowing Space and Bandwidth to be utilized by **Script Network** and/or Customers, your Device may be impacted due to additional constraints being placed on it by the Storage Node Software and the processing of Storage Materials. In particular, but without limiting the generality of the foregoing, your Device may not operate as quickly as it would without running the Storage Node Software and making Space and Bandwidth available for use by Customers.
- g. If and when you permanently cease to operate an applicable Storage Node hereunder for any reason, you will take and ensure a seamless and non-disruptive exit from the Storage Services. Any time you cease operation of a Storage Node, it is subject to the requirements and conditions described herein.

## 6. Storage Node Fees

Pursuant to the terms of this Agreement, in full and final payment to use the Node Services hereunder, **Script Network** will pay you based upon the amount of Space and Bandwidth utilized by **Script Network** and users of its Storage Services via the Storage Node Software (“**Storage Node Fees**”). **Script Network** will pay the Storage Node Fees in its’ proprietary virtual currency, called **Script Network** (\$SPAY). The amount will be calculated based on the current exchange rate shortly before the time the payout is initiated or such other service as **Script Network** may use from time to time. The determination of the timing and value of the exchange rate is made at **Script Network**’s sole discretion, and any such determination is final and binding. You acknowledge and agree that you are not entitled to any amounts other than the Storage Node Fees in connection with this Agreement.

## 7. Payment

You agree to provide a valid ERC20 Compatible Wallet Address (“Payment Address”) in order to receive compensation in the form of **Script Network** tokens. You will be responsible for payment of all applicable taxes associated with our payment of Storage Node Fees, including but not

limited to taxes on gross receipts and income. Upon **Script Network**'s request, you will accurately and promptly complete and return to **Script Network** all tax forms required.

## **8. Held Amount**

**Script Network** shall hold back a percentage of Storage Node Fees accrued by you during the first nine (9) months you operate an applicable Storage Node, (the "Held Amount"). The Held Amount is not earned by you unless and until you achieve a Duration Release and/or a Graceful Exit Release.

## **9. Duration Release**

If Node Operator continues actively to store Storage Materials on the applicable Storage Node without breach or interruption for fifteen (15) consecutive months (the "15-Month Period"), **Script Network** will pay you fifty percent (50%) of the Held Amount ("Duration Release").

## **10. Graceful Exit Release**

If you achieve the Duration Release, and if you complete a Graceful Exit referred to above, **Script Network** will pay you the remaining fifty percent (50%) of the Held Amount ("Graceful Exit Release").

## **11. Failure to Achieve a Release**

If Node Operator ceases to operate the applicable Storage Node for any reason or in any manner prior to the Duration Release date, the Node Operator will be deemed not to have earned and will immediately forfeit any right to all or any portion of the Held Amount which shall be retained permanently by **Script Network**. If Node Operator earns 50% of the Held Amount under a Duration Release but fails thereafter to achieve a Graceful Exit Release, the Node Operator will be deemed not to have earned and will immediately forfeit any right to all or any portion of the remainder of the Held Amount which shall be retained permanently by **Script Network**.

## **12. Disqualification**

If you or your Storage Node violates any term of this Agreement, including without limitation any of the representations or warranties set forth herein, or if the Storage Node remains in Containment Mode for more than 7 days per Section 4 (Audit Rights/Containment Mode) above, your Storage Node may, in the **Script Network**'s sole and absolute discretion, be subject to

Disqualification. For purposes hereof, the term “Disqualification” means the applicable Storage Node is permanently banned from communicating with the Storage Services, is entitled to no future payment of Storage Node Fees, and immediately forfeits any Held Amount held by the Storage Services. Following Disqualification, in order to resume operation with the Storage Network, a Device must reinstall the Storage Node Software and create a new Storage Node with a new NodeID and signed identity and all other requirements set forth in this Agreement must be met by the Node Operator and the Storage Node.

### **13. Term and Termination**

This Agreement shall be effective as of Commencement Date and will continue until terminated per the terms below. Either party may terminate this Agreement immediately without notice to the other party.

If **Script Network** terminates this Agreement for your breach of this Agreement, **Script Network** will have no obligation to pay any unpaid Storage Node Fees. If **Script Network** terminates this Agreement for any other reason, **Script Network** may pay you via the Payment Method any unpaid Storage Node Fees due and payable to you hereunder less all or any portion of the Held Amount permanently retained by **Script Network** pursuant to this agreement.

### **14. Ownership**

Except for Storage Node Software which is subject to the Open Source License, and except for any rights expressly granted under this Agreement, **Script Network** and its licensors own and shall retain all right, title, and interest in and to the Storage Services (including any improvements, enhancements, customizations, and modifications thereto), the Documentation, **Script Network** Confidential Information, and the Derived Data, including, without limitation, all related intellectual property rights therein. For purposes hereof, the term “Derived Data” means data derived from operation of the Storage Node and of the Storage Services via the Storage Node, and any data that is aggregated by **Script Network** (including aggregations with data sourced from other Node Operators and other third party data sources), and data and information regarding Node Operator’s access to and participation in the Storage Services, including, without limitation, statistical usage data derived from the operation of the Storage Node and Storage Services and configurations, log data and the performance results related thereto. For the avoidance of doubt, nothing herein shall be construed as prohibiting **Script Network** from utilizing Derived Data to optimize and improve the Storage Service or otherwise operate **Script Network**’s business; provided that if **Script Network** provides Derived Data to third parties, such Derived Data shall be de-identified and presented in the aggregate so that it

will not disclose the identity of Node Operator to any third party. No rights are granted to Node Operator hereunder other than as expressly set forth in this Agreement.

### **15. Third Party Data**

The Service may include access to various confidential and proprietary third party data that is used along with the Service, and all such data is owned by the applicable third party source or vendor. Node Operator may only use such data as part of the Service and may not extract or otherwise utilize any such data except as included in and in connection with the Service. This data is compiled from third party sources, including but not limited to, public records, user submissions, and other commercially available data sources. These sources may not be accurate or complete, or up-to-date and is subject to ongoing and continual change without notice. Neither **Script Network** nor its third party data sources make any representations or warranties regarding the data and assume no responsibility for the accuracy, completeness, or currency of the data.

### **16. Confidentiality**

For the performance of this Agreement, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as or should reasonably be proprietary or confidential in Nature (the "Confidential Information"). Confidential Information does not include information that has become publicly available without breach of this Agreement by the receiving party; was known to the receiving party prior to its disclosure by the disclosing party; is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

### **17. Indemnification**

You will defend, indemnify and hold harmless Us, our Affiliates and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors and other representatives and all of their successors and assigns (collectively, the "Parties") with respect to all third party claims, costs (including attorney's fees and costs), damages, liabilities and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the Services or breach of these Agreement. We retain the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases, you agree to cooperate with us to

defend such claim. You may not settle any claim covered by this Section without our prior written approval.

## **18. Disclaimer**

Except for the express warranties stated in this Section, neither party makes, and each party expressly disclaims, all warranties, express, implied, statutory or otherwise, with respect to the services and the subject matter of this agreement, including without limitation implied warranties of access, merchantability, fitness for a particular purpose, and implied warranties arising from course of dealing or course of performance. except as stated in this Section (a), the services are provided to Customer on an “as is” and “as available” basis, and are for commercial use only.

Customer understands that while **Script Network** employs measures to ensure that the Services are accessible 24 /7, **Script Network** cannot guarantee the uninterrupted or error-free operation performance of the Services or that **Script Network** will correct all defects or prevent third party disruptions or unauthorized third party access. In the event of any inaccessibility of the **Script Network** Services, **Script Network**’s sole liability and obligation will as described in Exhibit A, which is hereby incorporated by reference. **Script Network** warranties will not apply if there has been misuse, modification, damage not caused by **Script Network**, failure to comply with instructions provided by **Script Network**, or if otherwise stated in in Exhibit A. Non-**Script Network** services are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Customer.

## **19. Limitation of Liability**

**Script Network**’s entire liability for all claims related to the agreement will not exceed the amount of any actual direct damages incurred by Customer, up to the net revenues actually received by **Script Network** in the prior 12 months with respect to the services that are the subject of the claim, regardless of the basis of the claim.

## **20. Relationship of Parties**

Neither this Agreement, the relationship created between the parties hereto pursuant to this Agreement, nor any course of dealing between the parties hereto is intended to create, or shall create, an employment relationship, a joint venture, partnership or any similar relationship. Each party is solely responsible for the payroll taxes, workman’s compensation insurance, and any other benefits owed to their own employees.



## 21. Security

Script Network implements and maintains industry standard safeguards and controls to deter and for the detection, prevention and correction of any unauthorized intrusion, access or use of the Platform. **Script Network** acknowledges and agrees that notwithstanding the security measures, such methods and procedures may not prevent unauthorized electronic intruders from accessing the Platform through the Internet or through other forms of electronic communication. Except for the maintenance of industry standard safeguards, which are designed to frustrate access from unauthorized electronic intruders, Script Network shall not be liable and disclaims responsibility to **Script Network** with respect to any action by any unauthorized electronic intruder

## 22. Compliance with Laws

Each party shall comply, at its own expense, with all statutes, regulations, rules, ordinances, and orders of any governmental body, department or agency that apply to or result from its obligations under this Agreement. If Customer receives any notice or becomes aware of any violation of any law, statute, rule, regulation or ordinance, Customer shall promptly notify **Script Network** of such notice or violation.

## 23. Severability

The provisions of these agreement shall be construed so as to be valid and enforceable according to Applicable Law. Should any provision hereof be unenforceable or invalid according to Applicable Law, it shall only be unenforceable or void to the extent of such unenforceability or invalidity and shall for the remaining be replaced by a valid and enforceable provision which shall satisfy the legal and economic meaning/result of the ineffective provision. The remaining provisions of these Terms remain binding and in full force. The same shall apply to any gap in these Agreements.

## 24. Governing Law

These terms and the relationship between you and **Script Network** (Owned by **Script Technologies Ltd**) is governed by the laws of England and Wales.

You irrevocably agree that the laws of England and Wales, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject

matter or formation (including non-contractual disputes or claims). The Customer agree that all claims or dispute shall be subjected to the exclusive jurisdiction of the Courts of England, and Wales.

## **25. Feedback**

You may submit comments, bug reports, ideas, or other feedback about the App (collectively, "Feedback"). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose. By submitting Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you and to disclose such Feedback to third parties.