Agreement for Elastos CR Member Node Full Hosted Service

Party A:

Email:

Party B:Smartweb Ltd

Email: hosting@gelaxy.io

After honest negotiation, based on the principles of equality, mutual benefit, and common development, Party A and Party B unanimously reached the following agreement regarding the Elastos CR Member Node full hosted service.

Article 1 Service Items and Definitions

1.1 Elastos CR Member Node Full Hosted Service (hereinafter referred to as "the Service") refers to the one-stop special service provided by Party B to the elected Elastos CR members for cloud service leasing, node building, upgrading (in the event of a major upgrade or other event that requires further configuration of cloud services, a supplementary contract may be required to address additional costs), operation, and maintenance management of the member node.

1.2 "Customer System" (referred to as "the System") refers to the rental of hardware equipment and network environment necessary for the normal operation of Member nodes during the term of this Agreement, as well as all software programs such as system programs and applications used with the equipment. The legal right to use all programs is guaranteed by Party A.

1.3 For the convenience of expression hereof, Party A and Party B shall be collectively referred to as "the Parties" and shall refer only to the Parties hereto. Party B or Party A shall be referred to as "the Single Party". This Agreement may be provided in multiple languages. In case of any conflict or omission, the English version shall prevail.

1.4 "Force majeure" refers to any circumstance or event beyond the control of Party B, including but not limited to telecom network censorship, telecom backbone network accidents, behaviors of the local government where the server is located, strike, blockades,

events caused by hackers and computer viruses or other labor disputes, national disorder, war, natural disasters or regional emergency, etc.

Article 2 Rights and Obligations of Party A

2.1 Party A shall have the right to obtain full hosted service of Elastos CR Member Mode provided by Party B according to provisions of this Agreement. Party A is hosting the member node of the Service, and all the income generated by the node shall be owned by Party A.

2.2 Party A shall, upon completion of the node establishment by Party B, initiate the member node declaration transaction and send the node public key built by Party B to the chain as soon as possible. Party B shall not be liable for any disputes or losses caused by Party A's failure to complete the member node declaration transaction in time.

2.3 Any instruction sent by Party A to Party B via email shall be deemed to have been confirmed by Party A and shall not be withdrawn or canceled. Party A shall be solely liable for any results arising from Party B's execution of such instruction.

2.4 In case of any special circumstances, including but not limited to system software and hardware faults and network connection problems, Party B will notify Party A of the service progress and prompt Party A for the next operation by email, but shall not guarantee that Party A can receive the email in a timely manner or at all, and shall not undertake any consequences. Therefore, Party A shall log in to check emails promptly during the service, and Party B shall not be liable for any disputes or losses caused by Party A's failure to make timely checks and modify or confirm the service status or to submit relevant applications.

Article 3 Rights and Obligations of Party B

3.1 Party B shall, according to the cloud service provider, apply for cloud service products suitable for operating the member node and paying the required funds.

3.2 Party B shall undertake all measures to keep Party A's data confidential, will not disclose Party A's data to any third party, and Party B shall not use or authorize any third party to use Party A's data.

3.3 Party B shall have the right to require Party A to pay relevant service fees according to the terms of service and Party A's service usage.

3.4 Party A shall understand and agree that Party B will upgrade or relocate or close the services used by Party A when necessary without the consent of Party A. Party B shall

notify Party A by email at least 3 natural days in advance of the above operations, and Party A shall be liable for losses caused by the failure of the node to work normally.

Article 4 Service Duration, Expense Settlement and Payment Term

4.1 The service duration of this contract is 12 months from the date of signing.

4.2 The amount involved in the Agreement shall be calculated in USDT.

4.3 The fees involved in this agreement include cloud server rental and operation and maintenance labor, totaling <u>200</u> USDT/month, 12 months of server use <u>2400</u> USDT.

4.4 Payment Term:

Party A shall pay all fees in a lump sum within _____ days from the date of signing this Agreement. Party B uses the following TRC20 wallet address to charge fees:

TV8zgFadiVnFdcxZ8rMFbkAsKkeEZrMZRf

Article 5 System Interruption or Failure

5.1 Party B shall not be liable for damages if the system fails to operate normally, and thus makes Party A's nodes or services unavailable due to the following conditions, which include but are not limited to:

a. During the upgrading and maintenance period of the main network system.

b. Failure of telecommunication equipment leads to failure of data transmission.

c. The node system fails to perform the Service due to force majeure factors such as typhoon, earthquake, tsunami, flood, power failure, war, or terrorist attack.

d. Service interruption or delay caused by hacker attack, security audit, technical adjustment, or failure of a relevant telecom department, website upgrading, or bank problems.

e. Other emergencies not reasonably caused by Party B.

However, Party B shall inform Party A of any potential problems, and Party B shall make up for any suspended service within the service period under this agreement.

Article 6 Scope and Limitation of Liability

6.1 Party B shall be only responsible for the scope of liability set out in the Terms of Service.

6.2 Party A shall understand and agree that any third-party claim or accountability arising from Party A's use of the Service or breach of the Terms of the Service shall be solely and exclusively borne by Party A. If Party B's team, employees, customers, and partners are claimed or held accountable by a third party as a result, Party A shall be responsible for handling the claims and assume all the responsibilities caused thereby.

6.3 Party B shall not be liable for any indirect, punitive, special, or derivative losses (including business loss, revenue loss, profit loss, and losses of using data, goodwill, or other economic benefits) in connection with or caused by the Terms of Service.

Article 7 Termination of the Agreement

7.1 Party B shall have the right to suspend Party A's use of the Service at any time if Party A violates the Agreement, or if the Service or Party A's use of the Service is illegal under the laws of the jurisdiction where Party A is located. Party B will have the right to suspend Party A's use of the Service under these conditions until Party A's behavior is no longer in breach of the contract.

7.2 Upon termination of this Agreement, Party A shall have no right to require Party B to continue to provide it with any services or perform any other obligations, including but not limited to requiring Party B to retain or disclose to Party A any information in the original services.

7.3 Party A shall have the right to terminate the use of the Service at any time. This Agreement shall terminate on the date of termination of the Service and the remaining service fees paid shall not be refunded.

7.4 The termination of the Agreement shall not affect the non-breaching party's claim of other liabilities to the breaching party.

Article 8 Effectiveness and Interpretation of the Agreement

8.1 The Agreement shall come into force when both parties agree to sign the Agreement and complete payment procedures, and shall be binding on both parties.

8.2 All disputes arising from the performance of or in connection with the Agreement shall be settled by both parties through friendly negotiation.

8.3 The final interpretation of the Agreement shall be reserved by Party B.

Risk Warning:

Due to the volatility in the value of digital assets, node operation income is highly uncertain. Party B is fully optimistic about the prospect of the Elastos ecosystem, and is willing to share some risk in node operation with Party A. Therefore, the pricing of this service is far lower than the actual operating cost. If Party A terminates the service in advance, all the paid service fee will not be refunded. Meanwhile, the member node built and operated by Party B (for Party A) will not be shut down immediately, but will continue to operate as an ordinary node until the end of the original service period.

There are risks associated with the use of services provided over the internet, including but not limited to failure of software, hardware, and Internet connection. Since Party B cannot control the reliability or availability of the internet, Party B shall not be liable for any network risks.

This agreement has been duplicated. Each party holds one copy which has the same legal effect.

Party A: **Party B: Smartweb Ltd**

Authorized Signature: **Authorized Signature:**

Date of Signing: **Date of Signing:**