

Sovrin Steward Agreement

Version 2

2019-03-27



<https://sovrin.org>

Sovrin Steward Agreement

This Sovrin Steward Agreement (the “**Agreement**”) is entered into between the Sovrin Foundation, a nonprofit corporation organized under the laws of the State of Utah, United States of America, and _____ (“**Steward**”), a _____ organized under the laws of _____. This Agreement incorporates by reference the Sovrin Governance Framework, consisting of the Sovrin Governance Framework Master Document, attached as Annex A, and the Controlled Documents listed in Appendix A of the Sovrin Governance Framework Master Document. The Sovrin Governance Framework (including, without limitation, its Controlled Documents) may be updated from time to time pursuant to Section 2(g) of this Agreement. Sovrin Foundation and Steward are individually referred to herein as a “Party” and collectively as the “Parties.”

This Agreement replaces and supersedes any previous agreement entered into by and between the Parties with regard to the subject matter of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

Unless otherwise defined above, all capitalized terms used in this Agreement shall have the meanings given to them in this Agreement or in the Sovrin Governance Framework. In the event of a conflict between the main body of this Agreement and the Sovrin Governance Framework, the main body of this Agreement shall control.

2. Sovrin Foundation Obligations

The Sovrin Foundation shall:

- a. Cooperate with Steward to help develop and maintain the Sovrin Governance Framework and any subsequent revisions, in accordance with the Purpose, Core Principles and Core Policies in the Sovrin Governance Framework.
- b. Appoint and oversee the Technical Governance Board.
- c. Develop and maintain Sovrin Trust Mark as specified by the Sovrin Governance Framework.
- d. Monitor and analyze the performance and reliability of the Sovrin Network and when necessary enforce Sovrin Governance Framework policies designed to ensure its continued health.

- e. As soon as reasonably practicable upon becoming aware, promptly notify Steward of any government sanctions or other legal measures affecting any other steward's operation of a node on the Sovrin Network or otherwise impacting such steward's participation in the Sovrin Network or ability to comply with their obligations under this Agreement.
- f. As soon as reasonably practicable and no later than 72 hours after becoming aware, notify Steward of any actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any data transmitted, stored or otherwise processed by Steward in connection with the operation of the Steward Node.
- g. Update the Sovrin Governance Framework as deemed necessary by the Sovrin Foundation from time-to-time; provided that: (i) the Sovrin Foundation shall provide thirty (30) days' advance, written notice of material changes to the Sovrin Governance Framework or material changes in relevant software, technical standards, business policies or other policies required to operate the Steward Node, except as set forth in subsection g(ii) below; (ii) for emergency updates necessary for compliance with legal obligations or the safety, security or integrity of the Sovrin Network, the Sovrin Foundation shall provide written notice as soon as practicable; and (iii) all material changes to the Sovrin Governance Framework are subject to prior Sovrin Board of Trustees review and approval.
- h. Conduct public education and promotion of the Sovrin Network and its purpose, principles, policies, and uses.
- i. Promote the economic sustainability of the Sovrin Foundation and the Sovrin Network so as to be able to carry out its obligations under this Agreement.
- j. With regard to the performance of its obligations under this Agreement, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and provide sufficient evidence of the same to the Steward upon request.
- k. Sovrin Foundation is responsible for all acts and omissions of its officers and directors, employees, agents, subcontractors and third-party service providers in the course of their duties on behalf of the Sovrin Foundation and shall ensure their compliance with this Agreement.

3. Steward Obligations

The Steward shall:

- a. Operate, maintain and host a single Node of the Sovrin Network (the "**Steward Node**") in compliance with the Sovrin Governance Framework and otherwise conform to the content of the Sovrin Governance Framework as applicable to the Steward.

- b. With regard to Steward's operation of the Steward Node, only run software code that has been approved by the Sovrin Foundation as referenced in the Sovrin Governance Framework.
- c. Provide such performance, security, and reliability data to the Sovrin Foundation or to the public as required by the Sovrin Governance Framework.
- d. Provide input and feedback to the Sovrin Governance Framework Working Group, as reasonably requested and necessary, to assist in the development and public review of future versions of the Sovrin Governance Framework.
- e. Provide input and feedback to the Sovrin Technical Governance Board, as reasonably requested and necessary, in the development of the technical roadmap for the Sovrin Network and to assist in the testing, evaluation, and improvement of the Sovrin Network.
- f. As soon as reasonably practicable upon becoming aware, promptly notify the Sovrin Foundation of any government sanctions or other legal measures affecting Steward's operation of the Steward Node or otherwise impacting Steward's participation in the Sovrin Network or ability to comply with their obligations under this Agreement.
- g. As soon as reasonably practicable and no later than 72 hours after becoming aware, notify Sovrin Foundation of any actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed by Steward in connection with the operation of the Steward Node or otherwise affecting Steward's operation of the Steward Node or impacting Steward's participation in the Sovrin Network or ability to comply with its obligations under this Agreement.
- h. With regard to the performance of its obligations under this Agreement, including, without limitation, its operation, maintenance and hosting of the Steward Node, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and provide sufficient evidence of the same to the Sovrin Foundation upon request.
- i. Steward is responsible for all acts and omissions of its officers, directors, employees, agents, subcontractors and third-party service providers in the course of their duties on behalf of Steward and shall ensure their compliance with this Agreement.
- j. Steward shall promptly provide notice to the Sovrin Foundation in the event that Steward: (a) becomes insolvent or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; or (c) seeks relief, or if proceedings are commenced against Steward or on its behalf, under any bankruptcy, insolvency or debtors relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof (a "**Bankruptcy Event**").

4. Term and Termination

- a. This Agreement commences on the Effective Date and shall remain in force until

- terminated by either Party pursuant to this Section 4.
- b. Either Party may terminate this Agreement: (a) if the other Party has materially defaulted in the performance of any of its obligations under this Agreement and has not cured such default within fifteen (15) business days of receipt of written notice from the non-defaulting Party of such default; (b) by giving the other Party thirty (30) calendar days' written notice (which may be by email); or (c) immediately in the event of any government sanctions or other legal measures that make it unlawful for Steward to operate the Steward Node or participate in the Sovrin Network.
 - c. Upon termination or expiration of this Agreement for any reason: (i) the rights granted to Steward under this Agreement automatically terminate; (ii) Steward shall immediately cease operation and use of the Steward Node; (iii) the Sovrin Foundation and Steward shall take all steps necessary such that the Steward Node is promptly removed from the Sovrin Network; and (iv) each Party shall return or destroy, at the option of the other Party, all confidential information of such other Party.
 - d. In the event of: (i) a Bankruptcy Event; (ii) a termination of this Agreement for any reason; or (iii) any occurrence, in Sovrin Foundation's reasonable judgment, of Steward not satisfying its obligations under this Agreement or an imminent threat to the security, integrity or availability of the Sovrin Network: (A) the Sovrin Foundation has the right to de-select the Steward Node from the active pool; (B) the Sovrin Foundation has the right to immediately suspend Steward's right to operate the Steward Node or interact with the Sovrin Ledger; (C) if the Sovrin Foundation selects the previous (A) or (B), the Sovrin Foundation has the right to require that the Steward promptly (within 48 hours) purge the Steward Node and complete all other technical procedures set forth in the Sovrin Governance Framework and provide notice of completion of the same to the Sovrin Foundation. To the extent a de-selection or suspension is based on the Sovrin Foundation's reasonable judgment that Steward is not satisfying its obligations under this Agreement or an event that imminently threatens the security, integrity or availability of the Sovrin Network, to the extent practicable, the Sovrin Foundation will offer the Steward a five (5) business day cure period.

5. Confidentiality and Publicity

- a. The Sovrin Foundation operates in an environment of openness and participation. By default, except as otherwise set forth in this **Section 5 (Confidential and Publicity)**, each Party's disclosures shall not be treated as confidential.
- b. Where the Sovrin Foundation or Steward desires information to be treated as "confidential," prior to disclosure, the Party seeking confidential treatment shall notify the other Party and the Parties shall attempt to negotiate mutually agreeable non-disclosure terms. However, no Party is under an obligation to enter into such non-disclosure terms.
- c. Steward shall coordinate with the Sovrin Foundation in advance concerning any media announcements or publicity regarding the Sovrin Network, except for statements solely

- referencing Steward's participation in the Sovrin Network, Steward's operation of the Steward Node and/or services that may utilize the Sovrin Network ("pre-approved statements"). Except in connection with pre-approved statements, Steward shall not use Sovrin Foundation names, logos, service marks, trade names or trademarks without the prior, written permission of the Sovrin Foundation and then only in accordance with the then-current brand standards issued by the Sovrin Foundation.
- d. Steward grants the Sovrin Foundation permission to publish:
- (i) The Steward's names, logos, service marks, trade names and trademarks on the Sovrin Foundation's web sites and in connection with other public disclosures made by Sovrin Foundation solely for the purpose of identifying Steward as a steward on the Sovrin Network; provided that this permission does not extend to use of such names, logos, service marks, trade name and trademarks in any disclosure that is not focused solely on the operation of the Sovrin Network;
 - (ii) Information about the performance and reliability of the Steward Node at the Sovrin Network level but not at the Steward Node level; and
 - (iii) Anonymous or aggregated data about the overall operation of the Sovrin Network.
- e. Sovrin Foundation agrees to obtain prior permission from Steward with regard to use of the Steward's names, logos, service marks, trade names and trademarks in any materials not permitted by the previous subsection 5(d).

6. Intellectual Property

- a. Sovrin Foundation retains all rights to its intellectual property and all contributions, derivatives, enhancements, improvements and modifications thereto and this Agreement shall not be construed as a license to intellectual property rights except where it explicitly so provides. Steward retains all rights to its intellectual property and all contributions, derivatives, enhancements, improvements and modifications thereto and this Agreement shall not be construed as a license to intellectual property rights except where it explicitly so provides.
- b. Except as set forth in the Sovrin Open Source Code licensing terms, Steward agrees that it has no right, title or interest in or to the Sovrin Infrastructure or Sovrin Protocol (including, without limitation, any of their respective components and all contributions, derivatives, enhancements, improvements and modifications thereto). Steward shall in no event use the Sovrin Trust Mark without prior, written permission from the Sovrin Foundation.
- c. Steward shall not disclose or contribute any intellectual property under this Agreement without the Parties first entering into an agreement with regard to the introduction and use of such intellectual property.
- d. To the extent the Sovrin Foundation desires to introduce intellectual property under this

Agreement, it shall do so through use of (or updates to) the Sovrin Open Source Code or the Sovrin Governance Framework unless the Parties agree otherwise in writing, in advance.

- e. Steward shall abide by any Sovrin Open Source Code licensing terms made available by the Sovrin Foundation.

7. Disclaimer of Warranties

NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF DATA.

8. Limitation of Liability

EXCEPT IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF THE OTHER PARTY IS EXPRESSLY ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

EXCEPT IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED \$250,000 USD IN THE AGGREGATE. IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, SUCH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED \$500,000 USD IN THE AGGREGATE. IN THE EVENT OF EITHER PARTY'S WILFUL MISCONDUCT OR FRAUD, THERE SHALL BE NO DOLLAR CAP ON SUCH PARTY'S LIABILITY UNDER THIS AGREEMENT.

9. Compliance with Law

Each Party shall comply with all applicable laws and shall cooperate with the other Party in complying with applicable laws and lawful subpoenas, orders, or investigative demands. Without limiting the generality of the foregoing, each Party agrees to enter into all data protection agreements required by applicable law with regard to the processing, protection and/or transfer of personal data.

10. Governing Law and Forum

This Agreement is governed by the law of the State of Delaware, without reference to conflict of laws principles. The Parties may separately agree to amend this Agreement to reflect a different governing law if, and only if, a different governing law is legally required by the Steward's founding legal documents and Steward is unable to change such legal requirement. All disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. Unless the Parties otherwise mutually agree, such arbitration shall be conducted in the English language by electronic exchange of documents and by videoconference. The arbitrator shall issue a reasoned decision, including findings of fact and conclusions of law. The arbitrator shall require exchange by the Parties of documents relevant to the issues raised by any claim, defense, or counterclaim or on which the producing Party may rely in support of or in opposition to any claim, defense, or counterclaim, with due regard for eliminating undue burden and expense and the expedited and lower cost nature of arbitration. At the request of a Party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per Party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. Demand for arbitration may be initiated by either Party on fifteen (15) days written notice by email to the other Party's designated representative, together with a written specification of the grounds for the dispute and the relief requested. By agreeing to binding and non-appealable arbitration, each party understands that they each forever give up and waive any right which each Party may have to resolve any such claim, difference or dispute by court or jury trial. Notwithstanding the foregoing, either Party may bring a proceeding seeking equitable or injunctive relief solely and exclusively in the state and federal courts located in Wilmington, Delaware, to prevent the infringement of intellectual property rights or the disclosure of confidential information. Each Party hereto consents to the exclusive jurisdiction of such courts for the adjudication of any such equitable or injunctive relief, as well as for any such matters that are excluded from or fall outside of this arbitration provision.

11. Miscellaneous

- a) Notice. Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally or electronically delivered to the respective Party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the Parties at the addresses set forth below opposite their signatures to this Agreement.
- b) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- c) Relationship of the Parties. This Agreement does not create a partnership, franchise,

joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this Agreement. Neither Party shall make any proposals, promises, warranties, guarantees, or representations on behalf of the other Party or in the other Party's name.

d) Assignment. Neither Party will assign or transfer this Agreement without the other Party's express prior written consent which will not be unreasonably withheld, provided that no such consent is required for an assignment or transfer to a wholly or majority owned subsidiary or to a successor in interest by reason of merger or consolidation or sale of all or substantially all of the assets of such Party relating to the subject matter of this Agreement.

e) Entire Agreement. This Agreement, including all documents incorporated into this Agreement by reference, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements and understandings of the Parties, whether written or oral, with respect to such subject matter.

f) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument

g) Survival. Any terms that by their nature survive termination or expiration of this Agreement shall survive.

12. Signatures

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Sovrin Foundation

By: _____

Name: _____

Title: _____

Date: _____

Steward

By: _____

Name: _____

Title: _____

Date: _____