

Transaction Author Agreement V1



Approved by the Sovrin Board of Trustees 8 March 2019

This Transaction Author 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 _____ (“**Transaction Author**”), either a natural person acting as an Individual or a _____ organized under the laws of _____. Sovrin Foundation and Transaction Author are individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Transaction Author desires to write Transactions to the Sovrin Ledger;

WHEREAS, the Sovrin Foundation desires to grant permission to the Transaction Author to write Transactions to the Sovrin Ledger;

WHEREAS, subject to the Transaction Author complying with the terms and conditions of this Agreement, the Sovrin Foundation grants permission to the Transaction Author to write Transactions to the Sovrin Ledger;

WHEREAS, subject to the Transaction Author complying with the terms and conditions of this Agreement, the Transaction Author accepts permission from the Sovrin Foundation to write Transactions to the Sovrin Ledger;

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](#) and corresponding [Sovrin Glossary](#). The Sovrin Governance Framework and Sovrin Glossary is incorporated into this Agreement by reference only for purposes of use of such defined terms.

2) Permission to Write to the Sovrin Ledger

- a. The Sovrin Foundation grants to the Transaction Author the revocable right to write to the Sovrin Ledger provided that the Transaction Author remains in compliance with all of its obligations under this Agreement.
- b. When authoring transactions under the policy of Permissioned Write Access, a Transaction Author may only write to the Sovrin Ledger by using an authorized

Transaction Endorser. In the event that Sovrin Foundation enables Public Write Access to the Sovrin Ledger, the Transaction Author will not need a Transaction Endorser to endorse a Transaction.

- c. Once an initial Transaction has been written to the Sovrin Ledger by the Transaction Author (“Initial Transaction”), the Transaction Author is granted permission to make additional Transactions to update the state of a previous Transaction (“Update Transactions”). A Transaction Author may make Update Transactions if and only if the Transaction Author was the Author of the Initial Transaction. Update Transactions are Transactions and are subject to all the terms of this Agreement.

3) Transaction Author Obligations

- a. With regard to all Transactions written by or on behalf of the Transaction Author to the Sovrin Ledger (“**Authored Transactions**”), the Transaction Author represents and warrants that:
 1. it has all necessary rights and permissions to write the Authored Transactions;
 2. the Authored Transactions do not and will not violate any applicable law;
 3. the Authored Transactions will not contain data or information that infringes or misappropriates the intellectual property rights of any third party;
 4. it will comply with any requirements imposed by the Transaction Endorser on the Transaction Author and any Authored Transactions endorsed by the Transaction Endorser;
 5. it will not authorize Transactions containing Personal Data as that term is defined in the European Union’s General Data Protection Regulation (“**GDPR**”), except:
 - i. In the event that Sovrin Foundation permits Authored Transactions to contain Personal Data, then the Transaction Author represents and warrants that:
 - A. it has received express, written consent, in the form required by all applicable laws, for the Personal Data to be permanently stored on the Sovrin Ledger prior to writing such Personal Data to the Sovrin Ledger;
 - B. the consent includes a provision that permits the Data Subject to withdraw its consent or exercise its right to be forgotten pursuant to applicable law; and
 - C. if the Data Subject who provided express, written consent for the storage of Personal Data on the Sovrin Ledger withdraws its consent or if the Data Subject exercises a right to be forgotten, the withdrawn consent and right to be forgotten request will be effectuated by marking the applicable Transaction(s) with a Tombstone (if such functionality is enabled on the Sovrin Ledger) and that such marking will fully satisfy the withdrawn consent and/or right to be forgotten request, as applicable.
 6. The Transaction Author shall maintain such written consents (referenced in

Section 3(a)(5)) for a period of seven (7) years thereafter.

- b. Transaction Author may request that a Steward mark a Transaction as a Node-Specific Tombstone (if such functionality is enabled on the Sovrin Ledger) if it is invoking a Data Subject's right to erasure of Personal Data.

4) Governing Law and Forum

This Agreement is governed by the law of the State of Delaware, without reference to conflict of laws principles. 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.

5) Representations and Warranties; Disclaimer

a. By Sovrin Foundation.

1. SOVRIN FOUNDATION MAKES NO WARRANTY CONCERNING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR DATA OBTAINED OR DERIVED THROUGH THE USE OF THE SOVRIN LEDGER, AND DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF DATA.

b. By Transaction Author.

1. Transaction Author represents that it understands that the Sovrin Ledger operates on a distributed network and that Sovrin Foundation disclaims any responsibilities with

- respect to access of data from the Sovrin Ledger.
2. Transaction Author represents that it understands and acknowledges that Sovrin Foundation does not control the transfer of data between Nodes and over communications facilities, including the internet, and that the Sovrin Ledger may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
 3. Transaction Author represents that it understands and acknowledges that there is regulatory uncertainty regarding the Sovrin Ledger's compliance with GDPR as it relates to Permissioned Write Access, Public Write Access, and Personal Data, including as it relates to cross-border transfers of data, restrictions of processing data, the right to effective erasure of data, as well as the scope and nature of Personal Data itself. Transaction Author further represents that it understands and acknowledges that Sovrin Foundation may modify, at any time, its Sovrin Ledger Access Policies and the terms of this Agreement and any other agreement or document related to the Sovrin Ledger based on new information, guidance, or law related to GDPR compliance.
 4. Transaction Author represents that it understands and acknowledges that a Steward has discretion to mark a Transaction as a Node-Specific Tombstone (if such functionality is enabled on the Sovrin Ledger) if (i) the Transaction Author makes a request pursuant to Section 3(b); (ii) the Steward or Sovrin Foundation is required to do so by a court order; (iii) or if the Steward or Sovrin Foundation has evidence that the Transaction violates the terms of this Agreement.

6) Limitation of Liability

EXCEPT IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL 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, WILLFUL 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 WILLFUL MISCONDUCT OR FRAUD, THERE SHALL BE NO DOLLAR CAP ON SUCH PARTY'S LIABILITY UNDER THIS AGREEMENT.

7) 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 voluntarily, or by operation of law, assign or otherwise 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. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
- f. 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.
- g. Modification of This Agreement. Sovrin Foundation reserves the right, subject to the notification requirements defined below, to modify this Agreement at any time in accordance with this provision, including, but not limited to, changes in applicable law or guidance from any jurisdiction. Sovrin Foundation will provide notice of such modifications pursuant to Section 4.3 of the Sovrin Governance Framework. If Transaction Author continues to Author Transactions to the Sovrin Ledger after any modification of this Agreement, such continued use will constitute acceptance of the revised Agreement.
- h. 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
- i. Survival. Any terms that by their nature survive termination or expiration of this Agreement shall survive.

8) 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: _____

Transaction Author

By: _____

Name: _____

Title: _____

Date: _____

In the presence of:

Name: _____

Title: _____

Address: _____