

LF Governance Networks, Inc.

Bedrock Steward Agreement

Version 1.0

This Bedrock Steward Agreement (the “Agreement”) is entered into between LF Governance Networks, Inc., a Delaware nonprofit corporation (“LFGN”), and the Steward for the use and operation of the Bedrock Business Utility (the “Utility”), a decentralized network operated and used by participants in the Utility, in support of the mission of the Bedrock Consortium (the “Bedrock Consortium”), a directed fund of the Linux Foundation. LFGN and Steward are individually referred to herein as a “Party” and collectively as the “Parties.”

The “Governance Framework” means the policies, procedures, documents, agreements, information and other materials maintained by the Bedrock Consortium here https://bedrock-bedrock.consortium.github.io/bbu-gf/gf_info/masterdoc/, or at such other location as may be determined by the Governing Board, and consists of:

- (1) all policies and procedures, including all policies listed under the headings “Bedrock Consortium Policies” and “Operational Policies” (collectively, the “Utility Policies”);
- (2) all documents and agreements, including the Utility Agreements; and
- (3) any other information maintained by the Bedrock Consortium within the Governance Framework.

Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the “Definitions” section of the Governance Framework. The Utility relies on the operation of physical or virtual network servers running software released and approved for network servers connected to the Utility, with each network server referred to as a “Node”.

1. Steward Obligations.

- (i) The Steward will operate, maintain and host one or more Nodes (the “Steward Nodes”) on the Utility.
- (ii) Successful operation of the Utility requires all Nodes to be running the same Utility software. Steward agrees any Steward Nodes will only run software approved for use by the Bedrock Consortium on the Utility (the “Steward Node”) in compliance with the Operating Policies and otherwise conform to the content of the Operating Policies as applicable to the Steward. Steward agrees that the Governing Board of the Bedrock Consortium is authorized to assign Steward Nodes to one of the Utility environments (i.e., production, staging, or development).

- (iii) Steward agrees to provide available performance, security, and reliability data to the Bedrock Consortium or to the public as required by the Governance Framework.
 - (iv) Steward agrees to provide input and feedback to the Governance Framework Working Group of the Bedrock Consortium, as reasonably requested and necessary, to assist in the development and public review of future versions of the Bedrock Governance Framework.
 - (v) Steward agrees to provide input and feedback to the Technical Steering Committee of the Bedrock Technical Project, as reasonably requested and necessary, in the development of the technical roadmap for the Utility and to assist in the testing, evaluation, and improvement of the Utility.
 - (vi) As soon as reasonably practicable upon becoming aware, Steward agrees to promptly notify the Bedrock Consortium of any governmental laws, regulations or sanctions or other legal measures that would have a material negative impact on Steward's operation of the Steward Nodes or otherwise materially impacting Steward's participation in the Utility or ability to comply with their obligations under this Agreement.
 - (vii) As soon as reasonably practicable, and no later than 72 hours after becoming aware, Steward agrees to notify Bedrock Consortium 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 Nodes or otherwise affecting Steward's operation of the Steward Nodes or impacting Steward's participation in the Utility or ability to comply with its obligations under this Agreement.
 - (viii) With regard to the performance of its obligations under this Agreement, including, without limitation, its operation, maintenance and hosting of the Steward Node, Steward agrees to implement any Node security policy adopted by Bedrock Consortium. Steward agrees to use appropriate technical and organizational measures to ensure a level of security appropriate to the risk and provide sufficient evidence of the same to the Bedrock Consortium upon request.
- b. 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.
- c. Steward shall promptly provide notice to the Bedrock Consortium 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").

2. Term, Revisions, and Termination

- a. The “Term” of this Agreement commences on the Effective Date and shall remain in force until terminated by either Party pursuant to this Section 2.
- b. This Agreement, the Utility Policies and the Utility Agreements may be revised and new Utility Policies and/or Utility Agreements approved by the Bedrock Consortium (collectively, “Revisions”). Revisions to the Utility Agreements require the approval of LFGN. In the case of any future revisions to any Utility Agreement, and/or Utility Policy or any new Utility Agreement or Utility Policy (collectively, “Revisions”), the Bedrock Consortium will publish such Revisions at least 90 days prior to their effectiveness. Unless the Steward, prior to effectiveness of any Revision, resigns its membership in the Bedrock Consortium and terminates this Agreement prior to the effectiveness of any Revision, the Steward will be bound by such Revisions at their effectiveness.
- c. 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; or (c) immediately in the event of any governmental laws, regulations, sanctions or other legal measures that make it unlawful for Steward to operate the Steward Node or participate in the Utility. To the extent a de-selection or suspension under Section 2.e. is based on LFGN’s reasonable judgment, or notification to LFGN by the Bedrock Consortium, that Steward is not satisfying its obligations under this Agreement, to the extent practicable, LFGN will offer the Steward a five (5) business day cure period (the “5 Day Cure Period”). In the event LFGN’s reasonable judgement determines, or notification to LFGN by the Bedrock Consortium that it has determined, that Steward’s unmet obligations imminently threaten the security, integrity or availability of the Utility, LFGN may at its option, de-select the Steward Nodes immediately.
- d. 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 Nodes; and (iii) LFGN and Steward shall take all steps necessary such that the Steward Nodes are promptly removed from the Utility.
- e. In the event of: (i) a Bankruptcy Event; (ii) a termination of this Agreement for any reason; or (iii) any occurrence, in LFGN’s reasonable judgment or if so informed by the Bedrock Consortium, of Steward not satisfying its obligations under this Agreement or an imminent threat to the security, integrity or availability of the Utility: (A) LFGN has the right to de-select the Steward Nodes from the active pool; (B) LFGN has the right to immediately suspend Steward’s right to operate the Steward Nodes or interact with the Utility; (C) if LFGN selects the previous (A) or (B), LFGN has the right to require that the Steward promptly (within 48 hours) purge the Steward Nodes and complete all other technical procedures set forth in the Governance Framework and provide notice of completion of the same to LFGN.

- f. Reinstatement. In the event of a suspension under Section 2.e., LFGN will restore Stewart's right to operate the Steward Nodes or interact with the Utility if the Steward comes into compliance within the 5 Day Cure Period.

3. Confidentiality

- a. The Bedrock Consortium and LFGN operate in an environment of openness and participation. By default, except with respect to disclosure and remediation of security and vulnerability issues, which will be pursuant to policies to be approved by the Bedrock Consortium, each Party's disclosures shall not be treated as confidential.
- b. LFGN agrees to (a) comply with reasonable trademark usage guidelines that Steward provides to LFGN and (b) obtain prior permission from Steward with regard to use of the Steward Marks in any materials not permitted by the previous subsection 3(c). Any goodwill arising from the Bedrock Consortium's use of the Steward Marks shall inure to the benefit of Steward.
- a. Steward authorizes LFGN to publish and distribute information about (a) the performance and reliability of the Steward Node at the Utility level and (b) anonymous or aggregated data about the overall operation of the Utility.

4. Technical Charter

Steward agrees that any contribution it makes, or has made on its behalf, to the Bedrock Technical Project will be in compliance with the terms of the Technical Charter of the Bedrock Technical Project.

5. 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.

6. Limitation of Liability

EXCEPT AS PROVIDED BY LAW OR IN THE EVENT OF EITHER PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD, OR AS PROVIDED BY LAW, AND EXCEPT, WITH RESPECT TO STEWARD'S LIABILITY, FOR STEWARD'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, 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 GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD OR AS PROVIDED BY LAW, IN NO EVENT WILL LFGN BE LIABLE FOR ANY AMOUNTS UNDER THIS AGREEMENT.

7. Indemnification

- a. To the fullest extent permitted by applicable law, Steward will indemnify and hold harmless LFGN, the Bedrock Consortium, the Linux Foundation, and each of their respective officers, directors, agents, partners and employees (individually and collectively, the “Indemnified Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) brought by a third party arising out of or related to (i) Steward’s access to or use of the Utility; (ii) Steward’s violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (iii) Steward’s violation of applicable law.
- b. Steward agrees to promptly notify the Indemnified Parties in writing of any Claims, cooperate with the Indemnified Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys’ fees). Steward also agrees that the Indemnified Parties will have sole control of the defense or settlement, at the LFGN’s sole option, of any Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between Steward and any Indemnified Party.

8. 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.

9. Governing Law and Forum

This Agreement is governed by the law of the State of Delaware, without reference to conflict of laws principles. Any disputes regarding this Agreement shall be brought in the state or federal courts located in the State of Delaware.

10. 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 earlier of (a) the date personally or electronically delivered (including via electronic mail) to the respective Party to whom it is directed or (b) when published as part of the Governance Framework or on the website of the Bedrock Consortium. Furthermore, notices for LFGN may be emailed to notices@lfgovernancenetworks.org and notices for Steward may be emailed to the primary project contact Steward has provided with respect to its participation in the Bedrock Consortium.

- 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. Except as provided in the Governance Framework:
 - a. neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party;
 - b. neither party will represent the other Party as agent, employee, franchisee, or in any other capacity;
 - c. there are no third-party beneficiaries to this Agreement; and
 - d. 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. Steward may not assign or transfer this Agreement without LFGN'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 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.

11. Signatures

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

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By signing below, the Steward acknowledges and agrees that, when signed and accepted by the LFGN, this Agreement represents a binding contract between the Parties and commits the Steward to these terms and obligations:

Authorized Representative of Steward:

Accepted:

LF GOVERNANCE NETWORKS, INC.

(Print Steward Name)

Signature

Name

Title

Date

Signature

James Zemlin

Name

CEO and Executive Director

Title

Date

