Member Agreement

Version†2

2019≠03≠27

https∫ØsovrinÆorg

1

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†ﬂﬂﬂﬂﬂﬂﬂﬂﬂﬂﬂ†®“†Steward†”©¨†a†ﬂﬂﬂﬂﬂﬂﬂﬂﬂ†organized†under†the†laws†of

ﬂﬂﬂﬂﬂﬂﬂﬂﬂÆ†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

DocumentÆ†The†Sovrin†Governance†Framework†®including¨†without†limitation¨†its†Controlled

Documents©†may†be†updated†from†time†to†time†pursuant†to†Section†2®g©†of†this†AgreementÆ

Sovrin†Foundation†and†Steward†are†individually†referred†to†herein†as†a†“Party”†and†collectively

as†the†“PartiesÆ”

This†Agreement†replaces†and†supersedes†any†previous†agreement†entered†into†by†and†between

the†Parties†with†regard†to†the†subject†matter†of†this†AgreementÆ

FOR†GOOD†AND†VALUABLE†CONSIDERATION¨†THE†SUFFICIENCY†OF†WHICH†IS†HEREBY

ACKNOWLEDGED¨†THE†PARTIES†AGREE†AS†FOLLOWS∫

1Æ†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†FrameworkÆ†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†controlÆ

2Æ†Sovrin†Foundation†Obligations

The†Sovrin†Foundation†shall∫

aÆ†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†FrameworkÆ

bÆ†Appoint†and†oversee†the†Technical†Governance†BoardÆ

cÆ†Develop†and†maintain†Sovrin†Trust†Mark†as†specified†by†the†Sovrin†Governance

FrameworkÆ

dÆ†Monitor†and†analyze†the†performance†and†reliability†of†the†Sovrin†Network†and†when

necessary†enforce†Sovrin†Governance†Framework†policies†designed†to†ensure†its

continued†healthÆ

2

eÆ†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

AgreementÆ

fÆ†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†NodeÆ

gÆ†Update†the†Sovrin†Governance†Framework†as†deemed†necessary†by†the†Sovrin

Foundation†from†time≠to≠timeª†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©†belowª†®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†practicableª†and†®iii©†all†material

changes†to†the†Sovrin†Governance†Framework†are†subject†to†prior†Sovrin†Board†of

Trustees†review†and†approvalÆ

hÆ†Conduct†public†education†and†promotion†of†the†Sovrin†Network†and†its†purpose¨

principles¨†policies¨†and†usesÆ

iÆ†Promote†the†economic†sustainability†of†the†Sovrin†Foundation†and†the†Sovrin†Network

so†as†to†be†able†to†carry†out†its†obligations†under†this†AgreementÆ

jÆ†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

requestÆ

kÆ†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†AgreementÆ

3Æ†Steward†Obligations

The†Steward†shall∫

aÆ†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†StewardÆ

3

bÆ†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

FrameworkÆ

cÆ†Provide†such†performance¨†security¨†and†reliability†data†to†the†Sovrin†Foundation†or†to

the†public†as†required†by†the†Sovrin†Governance†FrameworkÆ

dÆ†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†FrameworkÆ

eÆ†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

NetworkÆ

fÆ†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†AgreementÆ

gÆ†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†AgreementÆ

hÆ†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†requestÆ

iÆ†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†AgreementÆ

jÆ†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†matureª†®b©†makes†an

assignment†for†the†benefit†of†its†creditorsª†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†”©Æ

4Æ†Term†and†Termination

aÆ†This†Agreement†commences†on†the†Effective†Date†and†shall†remain†in†force†until

4

terminated†by†either†Party†pursuant†to†this†Section†4Æ

bÆ†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†defaultª†®b©†by†giving†the†other†Party†thirty†®30©†calendar

days’†written†notice†®which†may†be†by†email©ª†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†NetworkÆ

cÆ†Upon†termination†or†expiration†of†this†Agreement†for†any†reason∫†®i©†the†rights†granted†to

Steward†under†this†Agreement†automatically†terminateª†®ii©†Steward†shall†immediately

cease†operation†and†use†of†the†Steward†Nodeª†®iii©†the†Sovrin†Foundation†and†Steward

shall†take†all†steps†necessary†such†that†the†Steward†Node†is†promptly†removed†from

the†Sovrin†Networkª†and†®iv©†each†Party†shall†return†or†destroy¨†at†the†option†of†the†other

Party¨†all†confidential†information†of†such†other†PartyÆ

dÆ†In†the†event†of∫†®i©†a†Bankruptcy†Eventª†®ii©†a†termination†of†this†Agreement†for†any

reasonª†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†poolª†®B©†the†Sovrin†Foundation†has†the

right†to†immediately†suspend†Steward’s†right†to†operate†the†Steward†Node†or†interact

with†the†Sovrin†Ledgerª†®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†FoundationÆ†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†periodÆ

5Æ†Confidentiality†and†Publicity

aÆ†The†Sovrin†Foundation†operates†in†an†environment†of†openness†and†participationÆ†By

default¨†except†as†otherwise†set†forth†in†this†Section†5†®Confidential†and†Publicity©†¨

each†Party’s†disclosures†shall†not†be†treated†as†confidentialÆ

bÆ†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†termsÆ†However¨†no†Party†is†under†an†obligation†to†enter†into†such

non≠disclosure†termsÆ

cÆ†Steward†shall†coordinate†with†the†Sovrin†Foundation†in†advance†concerning†any†media

announcements†or†publicity†regarding†the†Sovrin†Network¨†except†for†statements†solely

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referencing†Steward’s†participation†in†the†Sovrin†Network¨†Steward’s†operation†of†the

Steward†Node†andØor†services†that†may†utilize†the†Sovrin†Network†®“pre≠approved

statements”©Æ†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†FoundationÆ

dÆ†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†Networkª†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†Networkª

®ii©†Information†about†the†performance†and†reliability†of†the†Steward†Node†at†the

Sovrin†Network†level†but†not†at†the†Steward†Node†levelª†and

®iii©†Anonymous†or†aggregated†data†about†the†overall†operation†of†the†Sovrin

NetworkÆ

eÆ†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†permissioned†by†the†previous†subsection†5®d©Æ

6Æ†Intellectual†Property

aÆ†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†providesÆ†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†providesÆ

bÆ†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©Æ†Steward†shall†in

no†event†use†the†Sovrin†Trust†Mark†without†prior¨†written†permission†from†the†Sovrin

FoundationÆ

cÆ†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†propertyÆ

dÆ†To†the†extent†the†Sovrin†Foundation†desires†to†introduce†intellectual†property†under†this

6

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

advanceÆ

eÆ†Steward†shall†abide†by†any†Sovrin†Open†Source†Code†licensing†terms†made†available

by†the†Sovrin†FoundationÆ

7Æ†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†DATAÆ

8Æ†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†DAMAGESÆ

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†AGGREGATEÆ†IN†THE†EVENT†OF

EITHER†PARTY’S†GROSS†NEGLIGENCE¨†SUCH†PARTY’S†LIABILITY†UNDER†THIS

AGREEMENT†SHALL†NOT†EXCEED†§500¨000†USD†IN†THE†AGGREGATEÆ†IN†THE†EVENT

OF†EITHER†PARTY’S†WILFUL†MISCONDUCT†OR†FRAUD¨†THERE†SHALL†BE†NO†DOLLAR

CAP†ON†SUCH†PARTY’S†LIABILITY†UNDER†THIS†AGREEMENTÆ

9Æ†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†demandsÆ

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

andØor†transfer†of†personal†dataÆ

10Æ†Governing†Law†and†Forum

7

This†Agreement†is†governed†by†the†law†of†the†State†of†Delaware¨†without†reference†to†conflict†of

laws†principlesÆ†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†requirementÆ

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†RulesÆ†Unless†the†Parties†otherwise†mutually

agree¨†such†arbitration†shall†be†conducted†in†the†English†language†by†electronic†exchange†of

documents†and†by†videoconferenceÆ†The†arbitrator†shall†issue†a†reasoned†decision¨†including

findings†of†fact†and†conclusions†of†lawÆ†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†arbitrationÆ†At†the†request†of†a†Party¨†the†arbitrator†may†at†his†or†her†discretion†order

the†deposition†of†witnessesÆ†Depositions†shall†be†limited†to†a†maximum†of†three†depositions†per

Party¨†each†of†a†maximum†of†four†hours†duration¨†unless†the†arbitrator†otherwise†determinesÆ

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†requestedÆ†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†trialÆ

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†informationÆ†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†provisionÆ

11Æ†Miscellaneous

a©†Notice†Æ†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†AgreementÆ

b©†Severability†Æ†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†impairedÆ

c©†Relationship†of†the†Parties†Æ†This†Agreement†does†not†create†a†partnership¨†franchise¨

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joint†venture¨†agency¨†fiduciary†or†employment†relationship†between†the†PartiesÆ†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†capacityÆ†There†are†no†third≠party†beneficiaries†to†this†AgreementÆ†Neither

Party†shall†make†any†proposals¨†promises¨†warranties¨†guarantees¨†or†representations†on

behalf†of†the†other†Party†or†in†the†other†Party’s†nameÆ

d©†Assignment†Æ†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†AgreementÆ

e©†Entire†Agreement†Æ†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†matterÆ

f©†Counterparts†Æ†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†Æ†Any†terms†that†by†their†nature†survive†termination†or†expiration†of†this

Agreement†shall†surviveÆ

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12Æ†Signatures

The†Parties†hereto†have†caused†this†Agreement†to†be†executed†by†their†duly†authorized

representatives†as†of†the†Effective†DateÆ

Sovrin†Foundation

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