Steward Agreement

**Version 1**

2020-03-01



<http://bbu.bedrockconsortium.org/>

# Bedrock Steward Agreement

This Bedrock Steward Agreement (the “ Agreement ”) is entered into between LF Governance Networks, Inc., a Delaware nonprofit corporation (“LFGN”), and \_\_\_\_\_\_\_\_\_\_\_ (“ Steward ”), a \_\_\_\_\_\_\_\_\_ organized under the laws of \_\_\_\_\_\_\_\_\_.

Capitalized terms not otherwised defined in this Agreement have the meanings ascribed to them in the Bedrock Governance Framework and its Controlled Documents (collectively, and as updated from time to time, the “Framework”). LFGN and Steward are individually referred to herein as a “Party” and collectively as the “Parties.”

This Agreement sets forth the obligations of a Steward with respect to operation of the Bedrock Business Utility (the “Utility”), which operates in support of the mission of the Bedrock Consortium (the “Bedrock Consortium”), a directed fund of the Linux Foundation.

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY

ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

## 1. Steward Obligations

The Steward will:

1. Operate, maintain and host one or more nodes in accordance with a Steward’s membership type in the Bedrock Consortium. Nodes will run code approved for use by the Bedrock Consortium on the Utility (the “ Steward Node ”) in compliance with the Framework and otherwise conform to the content of the Framework as applicable to the Steward. Assignment of a node to one of the Utility environments (i.e., prod, stage, dev) is the responsibility of the Governing Board of the Bedrock Consortium.
2. With regard to Steward’s operation of the Steward Node, only run software code that has been approved for deployment by the Governing Board.
3. Provide such performance, security, and reliability data to the Bedrock Consortium or to the public as required by the Framework.
4. Provide input and feedback to the Framework Working Group of the Bedrock Consotrium, as reasonably requested and necessary, to assist in the development and public review of future versions of the Bedrock Governance Framework.
5. 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.
6. As soon as reasonably practicable upon becoming aware, promptly notify the Bedrock Consortium of any government sanctions or other legal measures affecting Steward’s operation of the Steward Node or otherwise impacting Steward’s participation in the Utility or ability to comply with their obligations under this Agreement.
7. As soon as reasonably practicable and no later than 72 hours after becoming aware, 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 Node or otherwise affecting Steward’s operation of the Steward Node or impacting Steward’s participation in the Utility or ability to comply with its obligations under this Agreement.
8. 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 Bedrock Consortium upon request.
9. 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.
10. 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 and Termination

1. This Agreement commences on the Effective Date and shall remain in force until terminated by either Party pursuant to this Section 2.
2. 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 Utility.
3. 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 Bedrock Consortium and Steward shall take all steps necessary such that the Steward Node is promptly removed from the Utility; and (iv) each Party shall return or destroy, at the option of the other Party, all confidential information of such other Party.
4. In the event of: (i) a Bankruptcy Event; (ii) a termination of this Agreement for any reason; or (iii) any occurrence, in Bedrock Consortium’s reasonable judgment, of Steward not satisfying its obligations under this Agreement or an imminent threat to the security, integrity or availability of the Utility: (A) the Bedrock Consortium has the right to de-select the Steward Node from the active pool; (B) the Bedrock Consortium has the right to immediately suspend Steward’s right to operate the Steward Node or interact with the Utility; (C) if the Bedrock Consortium selects the previous (A) or (B), the Bedrock Consortium 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 Bedrock Governance Framework and provide notice of completion of the same to the Bedrock Consortium. To the extent a de-selection or suspension is based on the Bedrock Consortium’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 Utility, to the extent practicable, the Bedrock Consortium will offer the Steward a five (5) business day cure period.

## 3. Confidentiality and Publicity

1. The Bedrock Consortium operates 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.
2. Steward shall coordinate with the Bedrock Consortium in advance concerning any media announcements or publicity regarding the Utility, except for statements solely referencing Steward’s participation in the Utility, Steward’s operation of the Steward Node and/or services that may utilize the Utility (“pre-approved statements”). Except in connection with pre-approved statements, Steward shall not use Bedrock Consortium names, logos, service marks, trade names or trademarks without the prior, written permission of the Bedrock Consortium and then only in accordance with the then-current brand standards issued by the Bedrock Consortium.
3. Steward grants the Bedrock Consortium permission to publish:
   1. The Steward’s names, logos, service marks, trade names and trademarks on the Bedrock Consortium’s web sites and in connection with other public disclosures made by Bedrock Consortium solely for the purpose of identifying Steward as a steward on the Utility; 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 Utility;
   2. Information about the performance and reliability of the Steward Node at the Utility level but not at the Steward Node level; and
   3. Anonymous or aggregated data about the overall operation of the Utility.
4. Bedrock Consortium agrees to (a) comply with reasonable trademark usage guidelines that Steward provides to the Bedrock Consortium and (b) 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 3(c).

## 4. 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 IN THE EVENT OF EITHER PARTY’S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD 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

1. To the fullest extent permitted by applicable law, Steward will indemnify and hold harmless LFGN, the Bedrock Consortium, and each of its 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 in violation of this Agreement; (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.
2. 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). Transaction Endorser 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.

## 10. Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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
7. 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.

**LF GOVERNANCE NETWORKS, INC.**

**By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Steward]**

**By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_