

# Indicio Transaction Endorser Agreement

Version 1.3

03/12/2021

## Purpose

### **Summary:**

This summary is to help you understand your obligations when endorsing transactions on the Indicio Network, which is composed of a TestNet, DemoNet, and MainNet. It does not have any legal effect or replace the full legal text of the agreement provided below it.

- We define the Transaction Endorser role (or any role described in this statement that performs the functions of a Transaction Endorser) as one of using an application to add transactions to the Indicio Network for the purpose of issuing Credentials. Credential issuing transactions include, but may not be limited to, writing DIDs and associated DID documents, updating DID documents, Schema and Credential Definitions, creating Revocation Registries, and updating Revocation Registries.
- This agreement grants you, the Transaction Endorser, permission to endorse transactions to the Indicio Network and its component Networks, the Indicio TestNet and DemoNet under certain terms and conditions.
- You represent and warrant that the data you are writing does not violate any applicable laws or infringe the rights of any other party.
- You understand the data you write to the TestNet or DemoNet is public but not permanent, and in accordance with the Indicio TestNet or DemoNet agreements will be erased by periodic resets of the TestNet or DemoNet.
- You understand that any data you write to the MainNet is public and permanent and cannot be erased. This includes public keys and payment addresses.
- If it is determined that the data you wrote violated this agreement, the operators of the network can impose penalties, including suspension or termination of this

agreement, and may take steps to block public access to this data through a Tombstone.

- Indicio makes no promises about the reliability or correctness of the data stored on the Indicio Network or the operation of the Indicio Network.

## **Agreement.**

This Transaction Endorser Agreement (the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”) between Indicio PBC, a benefit corporation organized under the laws of the State of Delaware, United States of America, (“**Indicio**) and \_\_\_\_\_ (“**Transaction Endorser**”). Indicio and Transaction Endorser are individually referred to herein as a “Party” and collectively as the “Parties.”

Indicio and the Transaction Endorser are individually referred to herein as a “Party” and collectively as the “Parties.” All references to “you” throughout this Agreement will include that person or entity. You represent that you are authorized to accept this Agreement on that person’s or entity’s behalf, and in the event you or the person or entity violates this Agreement, the person or entity agrees to be responsible to Indicio.

By clicking “Accept” or similar or endorsing Transactions to the Indicio Network, the Transaction Endorser agrees to be bound by this Agreement and all terms incorporated by reference. If the Transaction Endorser does not agree to this Agreement in its entirety, do not click “Accept” or endorse Transactions to the Indicio Network.

If Indicio makes material changes to this Agreement, we will notify you by posting a notice on our website prior to the effective date of the changes. By continuing to act as a Transaction Endorser or by otherwise writing Transactions on the Indicio Network after we post changes to our website, you agree to be bound by the revised Agreement.

WHEREAS, the Transaction Endorser desires to endorse Transactions written to the Indicio Ledger Networks by Transaction Authors (each, a “**Transaction**”); and

WHEREAS, subject to Transaction Endorser complying with the terms and conditions of this Agreement, Indicio grants permission to Transaction Endorser to endorse Transactions intended to be written to the Indicio Ledger Networks.

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

## 1. Definitions

*Pertaining to the network:*

- 1.1 The **Indicio Governance Framework** refers to Indicio’s governance, public benefit mission, policies, and rules. The authoritative version of the Governance Framework is located in the Indicio Code Repository and a convenience version is published on the Indicio website.
- 1.2 The **Indicio Ledger** is the collective term for all the ledgers on the Indicio Network, including the MainNet, DemoNet, and TestNet, and their sub ledgers, viz., pool, admin, main, config., etc.
- 1.3 The **Indicio Network** is a public, permissioned network built on Hyperledger Indy, Aries, and Ursa, and consisting of a MainNet, DemoNet, and TestNet. It is run by Indicio—the genesis node operator for the Network—and the Node Operators, of which Indicio is also a member. Public refers to being able to read and permissioned refers to the ability to write to the ledger.

*Network terminology:*

- 1.4 A **Credential** is a digital assertion containing a set of claims about the identity attributes of an entity (as per IETF RFC 3986, Uniform Resource Identifier (URI), an entity is a resource of any kind that can be uniquely and independently identified).
- 1.5 A **Credential Definition** is a machine-readable definition of the semantic structure of a Credential based on one or more Credential Schemas.

- 1.6 A **Credential Schema** is a machine-readable definition of the semantics of data structure. Schemas define the attributes in a Credential Definition.
- 1.7 A **DID** is the acronym for decentralized identifier, a unique, permanent URI (Universal Resource Identifier) for an identity.
- 1.8 A **DID Document** is a machine-readable document describing the public cryptographic keys, service endpoints, and other metadata associated with a DID. Each DID points to a unique DID document on a ledger.
- 1.9 A **Revocation Registry** is a cryptographic data structure for recording the revocation status of credentials.
- 1.10 **Permissioned Write Access** refers to a network state where “Public Write Access” is not permitted. In this state, Transaction Authors may only write transactions with a signature from an approving Transaction Endorser.
- 1.11 **Public Write Access** refers to the state that a network is in when anyone can become a Transaction Author and write to the ledger. The Indicio Network does not, in its present state, allow Public Write Access.
- 1.12 **Public Read Access** means that anyone can access, audit, read, or download content on the Ledger. There are, presently, no fees on the Indicio Ledger for Public Read Access.
- 1.13 A **Tombstone** is a technical means of blocking public access to a ledger record without erasing that record. It is used only in the event of impermissible public data being written to the ledger in violation of Transaction Author and Endorser agreements.
- 1.14 A **Transaction** refers to the act of writing Schemas and Credential Definitions to the ledger for the purpose of issuing Credentials, creating Revocation Registries for the purpose of revoking credentials, updating Revocation Registries, creating a DID, adding or editing attributes to a DID, and rotating a DID’s key.
- 1.15 A **Transaction Author** refers to an entity using an application to write records to the Indicio Network for the purpose of issuing credentials. Credential issuing

transactions include, but may not be limited to, writing Schema and Credential Definitions, creating Revocation Registries, and updating Revocation Registries. They can also write DID transactions to the ledger including DID creation, attribute creation and editing, and key rotation.

- 1.16 A **Transaction Endorser** refers to an entity that is authorized to approve the Transaction Authors writing to the ledger.
- 1.17 A **Trustee** refers to a person authorized to administer the governance and maintenance of the network. Multiple Trustee signatures are required to perform certain administrative and maintenance functions.

*Pertaining to data privacy:*

- 1.18 **Data Controller** is defined by the EU General Data Protection Regulation (GDPR), as the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- 1.19 **Data Processor** is defined by the EU General Data Protection Regulation (GDPR), as a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of a Data Controller.
- 1.20 **Data Protection Laws** mean California’s Consumer Privacy Act (CCPA), the European Union’s General Data Protection Regulation (GDPR), and any other national or international data protection and privacy laws, regulations, and regulatory requirements applicable to a party under this Agreement.
- 1.21 **Personal Data** means information that relates directly or indirectly to a data subject, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the data subject.
- 1.22 Node Data means any information including any Personal Data that a Node Operator processes through the Node.

- 1.23 **Permissible Personal Data** refers to the Personal Data that a Transaction Author writes to the Indicio Network that is permitted under this Agreement and Indicio's Governance Framework, namely, but not limited to, identification numbers and online identifiers.
- 1.24 **Impermissible Personal Data** refers to personal data that the Transaction Author writes to an Indicio Network that is not covered under Permissible Personal Data.
- 1.25 **Process** or **Processing** means any operation or set of operations that is performed on Transaction data, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Transaction data.

## **2. Permission to Endorse Transactions to the Indicio Network**

- 2.1 Indicio hereby grants to the Transaction Endorser a non-exclusive, non-assignable, non-sublicensable, royalty free, revocable license to endorse Transactions submitted to the Indicio Network by Transaction Authors during the Term of this Agreement, provided that the Transaction Endorser remains in compliance with all of its obligations under this Agreement and the Indicio Governance Framework.
- 2.2 To endorse a Transaction, a Transaction Endorser will sign a Transaction Author's Transaction in accordance with the Indico Ledger Access Policies (Section 8 of the Indicio Network Governance Framework] so the Transaction will be accepted by a Validator Node.

## **3. Transaction Endorser Obligations**

- 3.1 Transaction Endorser agrees to endorse all Transactions submitted to it by a Transaction Author unless it is prohibited to do so by the terms of this Agreement or the terms of the Indicio Ledger Access Policies.
- 3.2 Transaction Endorser agrees to pay the stipulated network fees.

- 3.3 Transaction Endorser will only endorse Transactions from Transaction Authors who have executed a current copy of the Transaction Author Agreement.
- 3.3 The Transaction Endorser shall maintain effective information security policies and procedures and systems in accordance with applicable law that include administrative, technical and physical safeguards designed to:
  - a. Ensure the security and confidentiality of signed data in the Transaction Endorser's control.
  - b. Protect against anticipated threats or hazards to the security or integrity of signed data.
  - c. Protect against unauthorized access or use of signed data.
  - d. Ensure the proper disposal of signed data.
- 3.4 At reasonable intervals, and with appropriate notice, the Transaction Endorser will permit Indicio to audit and review the Transaction Endorser's information security policies, procedures, and systems. This is to ensure that they continue to be effective and to determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, customer information systems or threats or hazards to signed data.
- 3.5 The Transaction Endorser will not endorse Transactions containing Impermissible Personal Data.

#### **4. Data processing and control under GDPR**

- 4.1 Indicio will serve as the designated data controller for the Indicio Network; all roles and rules with respect to Transaction Endorsers complying with GDPR are explained in the Indicio Data Processing Agreement.

## 5. Penalties for violating Transaction Endorser Agreement

- 5.1 In the event that the transaction endorser intentionally or inadvertently violates the terms of the Transaction Endorser agreement, which results in Impermissible Personal Data being written to the ledger, Indicio reserves the right to act on behalf of the Node Operators and block public access to that data by creating a Tombstone.

In addition, the Transaction Endorser may be subject to a suspension of endorsement privileges, or immediate termination of the Transaction Endorser Agreement, as determined by the Network Trustees.

## 6. Term and Termination

- 6.1 This Agreement commences on the Effective Date and shall remain in force until terminated by either Party pursuant to this **Section 4 (Term and Termination)**.
- 6.2 Either Party may terminate this Agreement: (i) 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 or (ii) immediately in the event of any government sanctions or other legal measures that make it unlawful for Transaction Endorser to endorse Transactions to the Indicio Network.
- 6.3 Additionally, the Transaction Endorser may terminate this Agreement upon 7 (seven) days' advance written notice to Indicio and ceasing all use of the Indicio Network.
- 6.4 The Transaction Endorser Agreement can be immediately terminated by Indicio if the Transaction Endorser permits a Transaction Author to write Impermissible Personal Data to the ledger.
- 6.5 Upon termination or expiration of this Agreement for any reason, the rights granted to the Transaction Endorser by Indicio under this Agreement automatically terminate.



## **7. Representations and Warranties; Disclaimer**

### a. By Indicio:

7.1 THE INDICIO NETWORK IS PROVIDED AS-IS WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INDICIO MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR DATA OBTAINED OR DERIVED THROUGH THE USE OF THE INDICIO NETWORK AS THE INDICIO NETWORK OPERATES ON A DISTRIBUTED NETWORK AND INDICIO DOES NOT CONTROL THE INFORMATION OR DATA WRITTEN TO THE INDICIO NETWORK. INDICIO 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.

7.2 As the architect of the Indicio Network and administrator of the Indicio Governance Frameworks, Indicio is an independent controller of the Personal Data Transactions. In no event will the Indicio be held liable for the actions or omissions of Transaction Author arising out of any Impermissible Personal Data that Transaction Author writes to the Indicio Network in breach of this Agreement and the Indicio Governance and TestNet Governance Framework, including but not limited to any Impermissible Personal Data. Notwithstanding the foregoing, if Transaction Author writes Permissible Personal Data to the Indicio Network in express compliance with this Agreement and the Indicio Governance Framework, Indicio is responsible for the lawfulness of such Processing once such Permissible Personal Data is written to the Indicio Network.

### b. By Transaction Endorser, Transaction Endorser represents and warrants:

7.3 If a natural person, he or she is 18 years of age or older.

7.4 It has all necessary rights and permissions to write the Transactions.

7.5 The Transactions do not and will not violate any applicable law.

7.6 The Transactions will not contain data or information that infringes on or misappropriates the intellectual property rights of any third party.

- 7.7 It understands that the Indicio Network operates on a distributed network and that Indicio disclaims any responsibilities with respect to access of data from the Indicio Network.
- 7.8 It understands and acknowledges that Indicio does not control the transfer of data between Nodes and over communications facilities, including the internet, and that the Indicio Network may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 7.9 It understands and acknowledges that there is regulatory uncertainty regarding the Indicio Network's compliance with Data Protection Laws as it relates to Permissioned Write Access, Public Write Access, and Personal Data, including cross-border transfers of data, Processing of Personal Data, the right to effective erasure of data, as well as the scope and nature of Personal Data itself.
- 7.10 It understands and acknowledges that Indicio may modify, at any time, the terms of this Agreement and any other agreement or document related to the Indicio Network based on new information, guidance, or Data Protection Laws.
- 7.11 It understands and acknowledges that a Node Operator and/or Indicio may obscure a Transaction if (i) the Node Operator or Indicio is required to do so by a court order or applicable law or (ii) the Node Operator or Indicio has evidence that the Transaction violates the terms of this Agreement or any applicable law.

## **8. Indemnification**

- 8.1 To the fullest extent permitted by applicable law, a Transaction Endorser will indemnify and hold harmless Indicio, and each of its respective officers, directors, agents, partners and employees (individually and collectively, the "**Indicio 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) Transaction Endorser's access to or use of Indicio Network in violation of this Agreement; (ii) Transaction Endorser's violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (iii) Transaction Endorser's violation of applicable law.

8.2 A Transaction Endorser agrees to promptly notify the Indicio Parties in writing of any Claims, cooperate with the Indicio 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 Indicio Parties will have sole control of the defense or settlement, at Indicio'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 Transaction Endorser and Indicio or the other Indicio Parties.

## **9. Governing Law and Forum**

This Agreement is governed by the law of the State of Delaware, without reference to conflict of laws principles; provided that, if Transaction Endorser is a governmental entity, this Agreement is governed by the law in which such governmental entity is established. 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 (the "**Rules**") by a single arbitrator appointed in accordance with said Rules. Arbitration proceedings will be held in Washington, DC. Unless the Parties otherwise mutually agree, such arbitration shall be conducted in the English language by electronic exchange of documents and by video conference. 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.

## **10. 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, PROVIDED THAT THERE WILL BE NO DOLLAR CAP ON LIABILITY FOR DAMAGES ARISING FROM VIOLATIONS OF DATA PROTECTION LAWS. 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.

## **11. Miscellaneous**

- 11.1 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 each respective Party. For the Transaction Endorser, notices will be sent to the agent service endpoint of the Transaction Endorser's DID as long as the Transaction Endorser authorizes such a connection or sent via another mechanism agreed to by the parties. For Indicio, notices will be sent to Indicio PBC., 1225 13th St. NW, suite 205, Washington, DC, 20005, USA.
- 11.2 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.

- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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. This Agreement supersedes all prior Transaction Endorser Agreements between Indicio and the Transaction Endorser with respect to the subject matter hereof.
- 11.7 Modification of This Agreement. Indicio reserves the right 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. Indicio will post an amended version of this Agreement on its website at least thirty (30) days prior to the date on which all Transaction Endorsers must begin operating under the amendment (the "**Amendment Cutover Date**"). If a Transaction Endorser continues to Author Transactions to the Indicio Network after the Amendment Cutover Date, such continued use will constitute acceptance of the amended

Agreement.

- 11.8 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.
- 11.9 Survival. Any terms that by their nature survive termination or expiration of this Agreement shall survive.
- 11.10 Governmental Entities. If Transaction Endorser is a governmental entity and it determines that GDPR does not apply to it and its Processing of Transactions, then:
- a. to the extent that the GDPR requirements referenced in this Agreement are equivalent to the requirements under Data Protection Laws in its own jurisdiction, it will comply with any such requirements; and
  - b. to the extent that GDPR requirements referenced in this Agreement differ from requirements under Data Protection Laws in the entity's jurisdiction, it will comply with the equivalent requirements under its own legislation.

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**12. Parties**

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

**For Indicio:**

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

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

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

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

Address for notices (email acceptable): \_\_\_\_\_

**For Transaction Endorser:**

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

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

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

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

Address for notices (email acceptable): \_\_\_\_\_

Endorser DID \_\_\_\_\_

Endorser Verkey \_\_\_\_\_

## Document record

Version	Revision Date	Author	Description
1.0	10/07/2020	Trevor Butterworth	Original draft.
1.1	10/30/2020	Trevor Butterworth	Edits; ref to GDPR data policy added
1.2	02/11/2021	Trevor Butterworth	Approved by board.
1.3	03/12/21	Trevor Butterworth	Amendment to clarify public read access in the glossary following Trustee motion; amendment to Definitions 1.1 to clarify publication of Governance Framework following Trustee motion.