

# App Mining Program Terms and Conditions

These terms and conditions constitute an agreement between you (“App Publisher” or “You”) and Aragon Association with registered address in c/o eMBe Finanz GmbH Bahnhofstrasse 20 6300 Zug Switzerland (“We” or “Us”) regarding your participation in the App Mining Program.

By applying to the Aragon App Mining Program, the Application Publisher agrees to be bound by the following Terms and Conditions (“Terms”):

## 1. The App Mining Program

The App Mining Program is a program promoted by the Aragon Association with the goal of rewarding developers for creating and maintaining Aragon apps on the Aragon Platform. The aim of the program is to attract developers, ensure that apps are maintained and improved, adding value to the Aragon Network and to the Aragon Organizations (the “App Mining Program” or the “Program”).

If you want to learn more about the Aragon Network, the Aragon Organizations and the Aragon Platform please see [here](#).

## 2. How to become a Participant of the App Mining Program

Participation in the App Mining Program is opt-in. In order to be considered a participant of the App Mining Program You shall have at least one (and as many as You wish) registered apps in the App Mining registry (“Your Registered App or Your Registered Apps”) and You shall have signed these Terms and the App Mining Registry Agreement (attached hereto as **Appendix 1**).

Once you have a registered app in the App Mining Registry, You will be considered a participant of the App Mining Program eligible to receive compensation under the Program in accordance with these Terms (“Participant”). The Aragon Association reserves the right, at its sole discretion, to choose not to accept an App Publisher into the Program.

Please note that registration of Your Registered Apps in the App Mining Registry is outside the scope of these Terms. In order to be able to be considered a Participant of the App Mining Program under these Terms please follow the rules established in the App Mining Registry Agreement which set forth: (i) the instructions You must follow to apply for participation to the App Mining Program; (ii) the eligibility criteria; and (iii) the decision-making procedure for the registration of apps in the App Mining Registry.

## 3. Compensation

You may be subject to receive compensation in ANT for each of Your Registered Apps and for each quarterly cycle of the App Mining program (the “Cycle”). The payout calculation of the first Cycle will occur 6 weeks after the date applications to be part of the App Mining registry and

program are open. Subsequent payout calculations are intended to be each 90 days as of the day of the first payout calculation. However, the long-term future of the App Mining program will be left entirely to the discretion of the Aragon Association.

The Aragon Association will approve a budget for each Cycle of the App Mining Program to be allocated to payouts as determined in this section (the “Budget”). The Budget will be decided by the Aragon Association in its sole discretion and will be communicated to the Aragon community in the Aragon Forum prior to the start of each Cycle. The Budget for the first Cycle is 100k ANT.

The compensation You may be entitled to receive for each of Your Registered Apps (the “Compensation”) will be determined by Your app score (“Your App Score”) which will be calculated by dividing (i) Your Registered App score by (ii) the sum of the app scores of all registered apps; times (iii) the App Mining Budget; and all of it in accordance with this Sections.

The Budget for the corresponding Cycle will be allocated to pay out each of the Compensations until either (i) every registered app has been paid its Compensation; or (ii) the Compensation of the registered app is below 200 ANT, whichever comes first. For clarification purposes, it is stated that any Compensation below 200 ANT will not be paid.

For information purposes, the definitive payout amounts will be published on the Aragon Forum.

### 3.1. KPIs

The Aragon App Mining Program will rely on the following KPIs (the “KPIs”) that are related to the traction and adoption of the Aragon Platform:

- Activity. Apps used in organizations weighted by activity volume in the last 90 day period. **Weight 70%**
  - Activity means transaction volume associated with the applications in an organization. If a transaction touches multiple organizations it will count as one activity in each organization
- AUM. Apps used in organizations weighted by assets under management. **Weight 15%**
  - AUM means the cumulative amount of ANT, DAI, SAI, ETH, USDC converted to DAI terms using uniswap spot price as an oracle held across all applications associated with an organization
- ANT. Apps used in organizations which hold ANT. **Weight 15%**
  - ANT means the number of ANT held across all applications associated with an organization

Future versions of the App Mining Program could rely on a different set of KPIs that are selected at the sole discretion of the Aragon Association.

## 3.2. Scoring Policy

The scoring policy determines how the KPIs combine into a single metric that can be used to divide App Mining Rewards proportionally. The following processes have been adopted for this purpose:

The KPIs relate to how valuable an organization is to the Aragon Network, but do not provide any insight into how valuable the apps installed in an organization are to the particular organization.

### a. KPIs → Organization Scores

Organization Scores relate the three KPIs to organizations as a whole rather than individual applications.

$$DAO_S = W_{activity} * \frac{\sqrt{Activity}}{\sum \sqrt{Activity}_{DAO}} + W_{AUM} * \frac{\sqrt{AUM}}{\sum \sqrt{AUM}_{DAO}} + W_{ANT} * \frac{\sqrt{ANT}}{\sum \sqrt{ANT}_{DAO}}$$

### b. Organization Scores → App Scores

Application Scores are a share of the Organization Score from all organizations that have installed the application.

$$App_S = \sum \frac{DAO_S}{\sum_{i=0}^{N} DAO_{App_i}} \Leftrightarrow App \in [DAO_{App_i}]$$

The organization scores and the apps scores are automatically computed on a rolling basis according to the above process and will be re-calculated periodically and displayed on the [Apiary](#) explorer. Please note that this Section 3.2 is just a mere summary of how the scores are calculated by Apiary explorer. However, the scores that the Aragon Association will consider for Compensation and further payouts are the ones shown in Apiary, which shall be deemed as the binding scores.

## 4. Invoicing requirements and terms of payment

You must invoice the Aragon Association in due time in accordance with the payout amount that will be published in the Aragon Forum in accordance with Section 3 above. Please note that the invoice must comply with Swiss law and therefore you shall include the correspondent taxpayer and VAT number when applicable. Furthermore, You shall indicate the wallet address in which You wish to receive the payout. Please note that payments are not required to be received at the same address that manages the aragonPM repo, but Aragon Association may require proof of ownership of the publishing accounts in the name of the App Publisher.

Upon receipt of the corresponding invoice, the Aragon Association will execute the payout by transferring the correspondent ANT to the wallet You indicate for such purposes and always provided Your invoice complies with the requirements established in this Section 4. Please note that You shall be solely responsible for the payment of taxes in relation to the payout and Your participation in the App Mining Program. In addition, if a tax withholding is required to be made by the Aragon Association in accordance with the relevant law, the amount of such withholding may be deducted from the amount of the reward.

## 5. Licenses

Apps must be open source and under the terms of the license or licenses which Aragon Association is using on the date hereof for the work of authorship which is made available by Aragon Association to third parties or under any FOSS licenses of the Free Software Foundation or any Open Source license approved by the Open Source Initiative.

## 6. Authority

You represent and warrant that each of the apps that you have developed are entirely original work or that the copyright is covered under an appropriate license in order to grant the rights set forth in these Terms and that the license does not violate any third-party rights (such as trademarks).

The apps will be provided on an “as is” basis, without warranty of any kind, either expressed or implied, including, without limitation, warranties that the apps are free of defects, merchantable, fit for a particular purpose, system integration, non-interference and accuracy of informational content. To the extent these warranties cannot be disclaimed, such warranties are limited in duration to the minimum period permitted by the relevant law.

You shall keep Aragon Association indemnified in case of a third-party claim arising from Your apps. In no event shall You or Us be liable under this Agreement for any indirect, consequential, punitive or exemplary damages or any loss of profit, whether present or future except for what it is established under Section 7.

## 7. Publicity of the Aragon Platform

You understand that the Aragon Platform is a blockchain based platform and therefore, any of Your Contributions will be public.

Furthermore, You give your express consent to the use by Aragon Association of Your name, image and registered trademarks in any communications, marketing or information materials produced by the Aragon Association or any of its subsidiaries or affiliates within the scope of the present App Mining Program and jurisdiction of the Aragon Court.

The App Publisher must agree to all the terms and conditions of the Aragon Association’s [trademark policy](#), published on the Aragon wiki, before (a) issuing a press release or other

public announcement regarding the App Mining Program; and (b) any other public use of Aragon's name or logo.

## 8. Independent parties

Aragon Association and You are and will remain independent contractors and nothing herein will be construed to create a partnership, agency, or joint venture between the Parties.

## 9. Indemnification

To the fullest extent permitted by the applicable law, You agree to indemnify, defend, and hold the Aragon Association harmless, its affiliates, employees, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, parent companies, successors, subsidiaries, affiliates, agents, representatives and assigns from and against all claims, liabilities, damages, judgments, losses, costs, expenses or fees (including reasonable attorneys' fees) that arise from or relate to the violation of this Terms.

## 10. Privacy and Data Protection

Aragon does not collect or process any personal data from the app users collected by the App Publisher, or any other user's data beyond what is established in the Aragon [Privacy Policy](#). For the purpose only of providing maintenance to the Aragon Platform, Aragon may exceptionally have access to data collected by the App Publisher, but that data will not be stored or processed by Aragon for any other purposes. Any data processing shall be subject to a specific data processing agreement to be signed between Aragon Association and the App Publisher.

In case the app, or the App Publisher collects or processes any personal data, the apps must include reference to its own Privacy Policy, which shall include:

- Description of what data is collected, how the data is used, and for what purposes, explaining that only the strictly necessary data shall be collected, and only for the purposes of the use of the app;
- Information how to exercise the rights as data subjects;
- Information if any data is shared with any third party, and for what purposes
- If mandatory, establish a procedure to collect the consent from the data subject and determine how that consent can be revoked at any time.
- Assurance that the data collected for the purpose of the execution of the app will not be transferred to any third party without the prior consent of the users and the guarantee that the same level of security will be provided.

## 11. Intellectual Property

The App Publisher assures that the app does not include any content which has not been created by the App Publisher or is subject to any license or any kind of proprietor rights protected by the law in any country. It is totally forbidden the use of proprietary content without

permission of its authors. Aragon reserves the right to withdraw the app in case of claim of dispute of any rights. Aragon shall not be responsible for any infringement of any intellectual property rights by the App Publisher by deploying the app in the Aragon Platform.

## 12. Amendments and Cancellation and Termination

The Aragon Association reserves the right, at its sole discretion and effective immediately, to terminate or amend these terms and conditions at any time without prior notice, in an event considered to be outside the control of the Aragon Association, or in case of breach of any applicable law or regulation.

Please note that Aragon Association solely commits to the first Cycle and the 100K ANT Budget for such a cycle. However, after the first Cycle Aragon Association will decide at its sole discretion the continuation of the App Mining Program and the allocation of a new Budget.

Any changes to the present Terms will be published in the Aragon Forum. The Application Publisher agrees that it is the Application Publisher's sole responsibility to review periodically the Terms and to be aware of any changes.

## 13. Governing law and Jurisdiction

These Terms shall be interpreted, construed and enforced in accordance with the laws of Switzerland. The parties expressly waive any other jurisdiction to which they may be entitled and hereby agree to submit all disputes to the jurisdiction of the Courts of the City of Zug, Switzerland.

The App Publisher fully understands that the submitted app shall comply with all legal requirements in any location where the app is made available. The app may not in any way promote, encourage or solicit the practice of any criminal or illegal activity in any country.

The Aragon Association shall not be responsible in any way for any activity carried out during the use of the app, nor for any contents of information made available through the app to the app users or the public in general.

## Appendix 1

### App Mining Registry Agreement

THIS AGREEMENT is made and entered by and among the parties that fulfill the condition to enter into this agreement (collectively referred to as the “App Publishers” and individually as the “App Publisher”) and is effective as of the date of the agreement (the “Effective Date”)

#### Background

- I. The App Mining Program is a program promoted by the Aragon Association with the goal of rewarding developers for creating and maintaining Aragon apps. In order to be considered a participant of the App Mining Program, App Publishers shall have at least one of the apps they have developed duly registered in the App Mining Registry.
- II. This Agreement establishes the application process App Publishers need to follow to apply for registration of their apps in the App Mining Registry as well as the decision-making process for the acceptance or not of such registration.
- III. The App Mining registry will be managed through the App Mining Organization (the “Organization”) leveraging [Aragon Court](#) and the [Apiary](#) explorer. The Organization is built on aragonOS and exists as a set of smart contracts that define the Organization’s stakeholders and their associated rights and obligations. Some of the Organization’s stakeholders’ rights and obligations require subjective constraints that cannot be encoded directly in a smart contract. Therefore, the App Publishers accept and agree to be bound by the following rules.

The App Publishers, acknowledging the capacities in which they act, and with the necessary powers to represent themselves, enter into the present agreement, in accordance with the following:

#### Clauses

##### 1. Purpose of the App Mining Organization

The purpose of the Organization is to manage the registry of the eligible Aragon apps (the “Registry”) that will be part of the App Mining program and will be considered for rewards. The Organization is composed of two apps: (i) the Address Book app and (ii) the Delay app.

## 2. Eligibility criteria

Applications should meet certain basic criteria to be eligible for App Mining rewards. The criteria ensures the apps are broadly useful and composable building blocks for DAOs and not custom components built to service only a single user's needs.

The following are the eligibility criteria:

- The app must be open source and with a license similar to the licenses that Aragon uses or any FOSS license of the Free Software Foundation or any open source license approved by the Open Source Initiative
- The app must be an original work or a derivative work offering novel functionality
- The app must not already exist on the Registry
- The app must be useful as a standalone app or module that can be used as a composable building block for Aragon organizations
- The app publisher must provide user documentation, including installation instructions

## 3. Submission Process

Participation in the App Mining Program is opt-in. To be considered a participant of the App Mining Program, App Publishers shall have at least one registered app in the App Mining Registry.

To register an app that you have developed in the App Mining Registry, App Publishers shall apply for registration following the instructions established herein. You shall submit as many applications as you want to be considered under the App Mining Program.

Before starting the application process, the App Publishers are required to have:

- Access to an Ethereum account used to publish changes to the aragonPM repository associated with the app they are submitting
- The Ethereum address of the aragonPM repository associated with the app they are submitting
- An account on Aragon Forum

To submit an application, App Publishers shall do so through the Address Book app of the Organization following these instructions:

- Navigate to the Address Book app in the Organization and click "New Entity", using the same Ethereum account that can publish updates to the app's repository on aragonPM
- Enter the (i) name of the app in the name field and the (ii) aragonPM repository address of the app in the address field. This information must match what can be found on the Apiary explorer

- Create a new thread on the Aragon Forum titled “App Mining Submission: [App Name]”. In this thread the App Publishers must include any information they wish to present to the jurors of the Aragon Court, including links to Github and documentation they may consider relevant
- Agree with the App Mining Program Terms & Conditions

The administrative account controlling the Organization will pause the delayed action, after submission, while the relevant dispute is created and resolved in Aragon Court (see below).

#### 4. Aragon Court

Aragon Court will be used to moderate the review and approval processes of the apps to be accepted in the App Mining Registry.

An administrative account controlling the Organization will validate that the App Publisher has agreed to this agreement and will create the relevant dispute using the information provided by the App Publisher on the Aragon forum.

The final decision regarding the registration or not of the App Publisher’s app in the Registry and therefore of the App Publisher participation in the App Mining Program will be subject to the decision taken by the Aragon Court and it is outside of the Aragon Association’s control.

The Organization will only execute the decision taken by the Aragon Court. In specific, if the Aragon Court ruling resolves in favor of the App Publisher, the delayed action will be unpaused, allowing the relevant app to be added to the Registry. If the Aragon Court ruling resolves against the App Publisher or if the ruling is “refuse to rule”, the action will be cancelled and the app will not be added to the Registry.

The terms of use of the Aragon Court, including the details regarding its mechanisms, rules, and proceedings are available [here](#). The App Publisher accepts that the application for registration will be treated in accordance with the terms of the Aragon Court to which the App Publisher is bound. The App Publisher represents that he/she has read and understood the terms of use of the Aragon Court.

#### 5. Dispute Resolution

Any claims, disputes, and controversies arising out of this agreement shall be settled in the Aragon Court following the dispute process established therein and in accordance with its terms.