

CONFIRMATORY ADDENDUM

This Confirmatory Addendum ("Addendum") dated May 22, 2007 is entered into by and between Internet Society ("SPONSOR"), a non-profit organization incorporated under the laws of the District of Columbia, acting on behalf of the IETF Administrative Oversight Committee ("IAOC"), on one hand, and the University of Southern California ("UNIVERSITY"), a nonprofit educational institution incorporated under the laws of the State of California on the other hand.

Reference is made to that Research Agreement between SPONSOR and UNIVERSITY dated May 3, 1999, as amended on January 18, 2000 and May 21, 2001 (the "1999 Agreement") and that Agreement between SPONSOR and UNIVERSITY dated May 15, 2002, as extended on January 19, 2004, December 21, 2004 and January 5, 2006 (the "2002 Agreement"), each as may have been amended, supplemented, extended or otherwise modified through the date hereof (each, a "Prior Agreement").

This Confirmatory Addendum is intended to supplement the Prior Agreements. Any capitalized terms not defined herein shall have the meaning described in the applicable Prior Agreement.

WHEREAS, certain "Intellectual Property" has been conceived, invented and developed by and for UNIVERSITY under the Prior Agreements, and

WHEREAS, UNIVERSITY and SPONSOR now desire to confirm that ownership of all such Intellectual Property is vested in SPONSOR, and

WHEREAS, UNIVERSITY desires the worldwide, perpetual, non-exclusive right to use RFCs produced under contract with the SPONSOR for its research and education purposes.

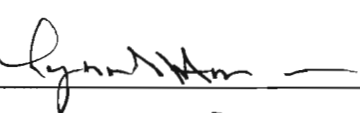
NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, the parties hereto agree to the following:

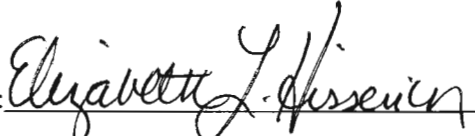
1. All Intellectual Property (as defined in the 1999 Agreement) conceived, invented or developed by or for UNIVERSITY from October 1, 1998 through December 31, 2006 in relation to the performance of work under the Prior Agreements in connection with the editing and publication of the IETF RFC document series, including all patent, copyright, database, trade secret and other intellectual property rights, is owned by SPONSOR.
2. To the extent that UNIVERSITY may retain any ownership interest in such Intellectual Property, or any right therein, UNIVERSITY hereby irrevocably transfers and assigns such Intellectual Property and all right, title and interest therein, and all patents, copyrights, database rights, trade secrets and other intellectual property rights therein, to SPONSOR.

3. The IAOC shall cause the IETF Trust to irrevocably grant to UNIVERSITY the worldwide, perpetual, non-exclusive right to use RFCs produced under contract with the SPONSOR for its research and education purposes.
4. In the event of any conflict between this Addendum and the Prior Agreements, the terms of this Addendum shall prevail.
5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PERSONS FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING IN ANY MANNER OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY PURSUANT TO THIS AGREEMENT FOR ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF FIFTY THOUSAND DOLLARS (US\$50,000). THE LIMITATIONS SET FORTH IN THE TWO FOREGOING SENTENCES DO NOT APPLY TO ANY DAMAGES ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Executed as of the date first written above:

INTERNET SOCIETY ACTING ON BEHALF OF THE IETF ADMINISTRATIVE OVERSIGHT COMMITTEE (IAOC)	UNIVERSITY OF SOUTHERN CALIFORNIA
BY: LYNN ST.AMOUR, PRESIDENT AND CEO	By: Elizabeth L. Hisserich Sr. Contract & Grant Administrator

BY: 
NAME: LYNN ST. AMOUR
TITLE: PRESIDENT + CEO

BY: 
NAME: Elizabeth L. Hisserich
TITLE: Sr. Contract & Grant Administrator