SECRETARIAT SERVICES

AGREEMENT

BETWEEN

ASSOCIATION MANAGEMENT SOLUTIONS, LLC

AND

THE INTERNET SOCIETY

FEBRUARY 1, 2012

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This Services Agreement ("Agreement") is entered into as of this 3rd day of February, 2012 , by and between Association Management Solutions, LLC, a California Limited Liability Company ("AMS") and the Internet Society, a District of Columbia nonprofit corporation ("ISOC"), acting on behalf of the Internet Engineering Task Force ("IETF") through the Internet Administrative Oversight Committee ("IAOC"). AMS and ISOC are collectively referred to herein as the "Parties", and each is individually referred to as a "Party". February 1, 2012 is the "Effective Date" of this agreement.

Whereas, The Internet Engineering Task Force Administrative Support Activity ("IASA"), as overseen by the IAOC (and each as described in and constituted pursuant to IETF BCP 101), provides the administrative structure required to support the Internet Engineering Task Force's ("IETF") technical standards process and technical activities. Currently, this administrative structure includes the IETF Administrative Director (IAD) who reports directly to the IAOC and is responsible for managing vendor contracts and coordinating administrative support for the IETF.

Whereas, AMS wishes to provide support services to the IETF Community on the terms and conditions set forth herein;

Now, therefore, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. OBLIGATIONS

1.1 AMS Obligations.

AMS acknowledges that its timely and professional delivery of services hereunder is essential to the effectiveness and efficiency of the IETF.

(a) Work. AMS will perform the services as set forth in <u>Exhibit A</u>, hereinafter the "Work" and each functional "Subset" thereof, and any additional Work that is set forth in a writing executed and dated by both Parties.

i. The RFC Publisher responsibilities set out in RFC 5620, as more specified in the enclosed statement of work, have been added to the Secretariat duties in accordance with the decision of the IAOC for reasons of economy and efficiency in managing and operating its technical requirements. While the primary responsibility of the Publisher is technical in nature, there are occasional administrative duties, such as authenticating RFCs for legal proceedings, that need to be accomplished. The Director, RFC Production Center shall also perform the responsibilities of the Director, RFC Publisher for the fulfillment of those duties. Should the RFC Editor services model change, or the IAOC determines the responsibilities should be fulfilled in another manner, then the Secretariat statement of work shall be appropriately modified.

(b) Personnel. AMS shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. Key Personnel positions include: (i) AMS Account Manager, (ii) the IETF Executive Director, (iii) the Director of Contracts and Meetings, (iv) the IETF Meeting Planner, and the (v) IT Director. In the event that any of these employees terminate their employment with AMS, either voluntarily or involuntarily, AMS shall notify the IAD and consult with the IAD on a suitable replacement with equal or greater qualifications. AMS will provide a suitable replacement within a reasonable period of time, and during the search, shall give the IAD ongoing progress reports. Nothing herein shall alter the fact that all employees of AMS, unless otherwise set forth by AMS at its sole discretion, shall be "employees-at-will" of AMS and may be terminated for any lawful reason. Notwithstanding AMS' hiring of Key Personnel to perform the Work, no employment relationship shall

be created between any entity within the IETF Community and any of the Key Personnel or any other AMS employee or contractor.

(c) Work Standards. AMS shall perform the Work in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable Work, including, without limitation, the work standards ("Work Standards") set forth in Exhibit B hereto and incorporated herein by this reference.

1.2 Subcontractors. AMS shall not engage the services of third party contractors, subcontractors or consultants ("Subcontractors") in the performance of its obligations under this Agreement without the prior written consent of the IAD, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. AMS will provide all information regarding such Subcontractor which the IAD reasonably requests, including a summary of AMS' past experience with such Subcontractor, if any. In the event that IAOC permits AMS to use the services of one or more Subcontractors, each such Subcontractor shall sign a written agreement in which such Subcontractor agrees to comply with each of the relevant provisions and restrictions of this Agreement to the same extent as AMS and employees of AMS. At the request of IAOC, AMS shall provide any or all such agreement(s) to IAOC. AMS shall be fully responsible for each such Subcontractor's compliance with the applicable terms of this Agreement, and AMS shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. Neither ISOC nor the IAOC shall have any responsibility or obligation to any such Subcontractor, and AMS shall pay all such Subcontractors in accordance with the agreement between them and ensure that all Subcontractors deliver all Deliverables for which they are responsible without lien or encumbrance. AMS acknowledges that the IAD's consent to a Subcontractor does not relieve AMS of its obligations and liabilities hereunder.

1.3 Benefits. AMS shall provide for and pay the compensation of its personnel, including Subcontractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. The ISOC and IAOC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to AMS' personnel. AMS shall indemnify, defend and hold the ISOC and IAOC harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns with respect to its personnel.

1.4 Acknowledgements.

IAOC acknowledges:

(a) AMS may need timely information and data, decisions, assistance and cooperation from the IETF Community ("Cooperation"); and

(b) IAOC will use best efforts to cause 1.4(a) to occur; and

(c) AMS shall not be liable for a deficiency in performing the Work to the extent that such deficiency results directly from the IETF Community's failure to provide timely and material Cooperation that has been described in Exhibit A, Exhibit B or any other writing mutually-agreed by AMS and IAOC.

2. PAYMENTS

2.1 Fees.

(a) Annual Fees. The Parties have agreed upon a "Budget" including a "Fixed Price" for services for 2012 and 2013, and estimated costs for 2012, attached hereto as Exhibit C. For the Initial Term (as defined in Section 4.1 herein), ISOC shall pay AMS monthly for services performed, with such

payment to be made in accordance with Section 2.2 hereof. ISOC shall make payment of the foregoing amount, or any greater or lesser amount as may have been previously agreed in a written amendment to this Agreement entered into pursuant to Section 2.1(b).

(b) Subsequent Awards. By August 15th of each calendar year, AMS shall propose a "Fixed Price" for delivering all services, plus a proposed Budget with reimbursable costs for AMS, as well as meetings and other expenses with available supporting documentation, to perform the Work during the subsequent calendar year. Unless extended by mutual written consent, the Parties shall have sixty (60) days to reach an agreement on the Fixed Price. Each Budget shall be based on the estimated and actual total costs of implementing the Services.

(c) If the Parties fail to reach a written agreement (which shall be reflected in an amendment to this Agreement) within the sixty (60) day period specified above, and such agreed-upon extensions, this Agreement shall expire and terminate on the last day of the term in question, plus any transition period as defined in Section 5; provided, however, the parties shall continue to perform their obligations through such date in accordance with the terms and conditions hereof.

(d) Taxes. For the purposes of this Agreement, all international, federal, state, local or other taxes, including, without limitation, sales, use, excise and property taxes, or amounts levied in lieu thereof, related to the performance of the Work shall be paid by ISOC; provided, however, that AMS shall be responsible (i) for any real or personal property taxes on property it owns or leases, and (ii) for taxes based on its net income or for taxes on its gross receipts, including gross receipts taxes, general or gross excise taxes, other excise taxes, sales taxes and use taxes, if any.

2.2 Payments.

(a) AMS shall submit an invoice monthly with detailed records of fees, expenses and costs.

(b) ISOC will pay AMS no later than fifteen (15) days after receipt of an undisputed invoice. AMS undisputed invoices payments received later than thirty (30) days after receipt shall be assessed a 1.5% per month late charge (or if lower, the maximum amount permitted by law), until paid in full.

(c) Invoice disputes will be resolved by the appropriate financial officers of the Parties; disputes not resolved will be referred to the IAD and an AMS Principal

(d) ISOC shall pay undisputed fees to AMS per Section 2.2(b) above, and all disputed fees shall be resolved per Section 2.2(c) above.

(e) ISOC shall pay directly for all valid and verified third-party fees and costs incurred by AMS in accordance with the performance of its obligations hereunder. Such fees and costs include, without limitation, hotel room reservations, meeting facility, and equipment rentals, but do not include travel and lodging of authorized AMS personnel

2.3 Continuation of Performance. AMS shall not have the right hereunder to reduce, suspend or cease its performance of any Work due to any dispute pending the resolution of that dispute in accordance with Section 12.2, provided that AMS has been fully and timely paid in accordance with the terms hereof (less any hold-back by ISOC of fees as expressly authorized by the terms hereof and as defined in Exhibit B: Work Standards section 1c).

3. MEETINGS AND RECORDS

3.1 Meetings.

(a) The IAD shall request meetings as necessary in furtherance of this Agreement. Unless otherwise set forth in this Agreement, in an applicable Statement of Work, or by mutual consent, "meetings" may be conducted via conference call. All reasonable travel expenses incurred as a result of a required meeting, other than to meetings that occur on the AMS premises, shall be paid by ISOC.

(b) The IAD shall be the IASA representative administering the contract, requesting, and attending meetings with AMS personnel.

(c) Quarterly Meeting. AMS shall meet quarterly with the IAD to: (i) review contract performance, (ii) review budget projections, (iii) resolve issues, (iv) discuss Additional Work, (v) make decisions, such as selecting IETF Meeting sites, and setting attendee meeting fees, and (vi) consider such other business as appropriate.

3.2 Records.

(a) AMS agrees to keep and maintain, during the term of this Agreement and for a period of three (3) years thereafter, full and complete records to substantiate all charges for Work performed pursuant to this Agreement. All such records shall be kept in accordance with generally accepted business practices. AMS further agrees to make such records available to IAOC or its authorized representative upon reasonable advance written notice during normal business hours during the term of this Agreement and for a period of three (3) years after final payment has been made by IAOC.

(b) AMS agrees to provide the IAD a report within fifteen (15) days following the end of the month in which an IETF Meeting was concluded, together with copies of books and records related thereto, detailing the costs, expenses, and fees collected by AMS. Fee Collection and deposit procedures are set out in Exhibit D.

4. TERM; TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue in effect for a period of two (2) years ("Initial Term") and any Renewal Terms (as defined below).

4.2 Renewal.

(a) Following the Initial Term, this Agreement, including the Work, or a Subset thereof , may be renewed by the parties twice, for up to two additional years (each, a "Renewal Term").

(b) IAOC shall exercise its right to renew by notifying AMS in writing at least ninety (90) days before the end of the Initial Term (to renew for the first Renewal Term) or the end of the first Renewal Term (to renew for the second Renewal Term).

(c) Both parties agree that this Agreement shall govern the performance of each of them during any Renewal Term, except as otherwise agreed to in writing by the Parties.

4.3 **Termination.**

(a) Either Party may terminate this Agreement as to the Work or a Subset thereof (Meetings , Clerical, IT, RFC Publisher, or a portion thereof) upon at least ninety (90) days written notice to the other Party prior to the end of the Initial Term or any subsequent Renewal Term. Such termination shall become effective on the last day of the Initial or subsequent Renewal Term, as applicable.

(b) The failure to renew the Agreement or enter into a new Agreement by the last day of the Agreement or Renewal term shall terminate the Agreement, unless the period for renewing the Agreement or reaching a new Agreement shall be extended in writing by the Parties.

(c) In the event that either Party shall fail to perform its obligations concerning the Work, pursuant to this Agreement and such failure shall not be cured to the reasonable satisfaction of the other party within forty-five (45) days following written notice from the other Party, this Agreement may be terminated by the non-breaching Party by giving a written notice of termination to the other Party.

(d) In the event that the License Agreement is terminated under Section 8.2 of such Agreement, after the applicable cure period recited therein, then this Agreement may be terminated by giving a written notice of termination upon at least sixty (60) days notice. A failure to terminate this Agreement in the event that the License Agreement is terminated does not waive the material breach of the License Agreement.

(e) Payments for Work Performed. ISOC shall pay AMS for all Work performed and expenses incurred up through the termination date in accordance with Section 2.2 herein.

(f) Survival. The provisions of Sections 2.1(d), 2.2, 3.2, 4.3(d), 5.1, 5.2, 7.1, 7.2, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 8.5, 9.1, 9.2, 10.1, 10.2, 10.3, 11.1, 11.2, 11.3, 11.4, 11.5, 12.2, 12.3, 12.4, 12.6, 12.7 and Exhibits E and F shall survive any expiration or termination of this Agreement.

(g) Bankruptcy. This Agreement may be terminated by either party upon written notice to the other Party if (a) any assignment is made by such other Party for the benefit of creditors, or (b) if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of such other Party's property, or (c) if such other Party files a voluntary petition under federal bankruptcy laws or similar state or foreign statutes or (d) if an involuntary petition under federal bankruptcy laws or similar state or foreign statutes is filed against such other Party and is not dismissed within forty-five (45) days after it is filed.

5. TRANSITION

5.1 Rights and Obligations Upon Termination.

(a) Upon the date of expiration of this Agreement or the date that termination of this Agreement becomes effective (hereafter, the "Termination Date"), AMS shall have no further obligation to perform the Work except for Transition Services (as defined below) and Work provided under this Section 5.

(b) Subject to the following sections of this Article 5, within seven (7) days of the Termination Date, AMS shall return to IAOC (without retaining copies) all documentation and other materials provided to it relating to the Work, or, at IAOC's request, destroy all copies of such documentation and materials and certify in writing that such destruction has occurred; and

(c) Within thirty (30) days after review and acceptance of an undisputed invoice following the Termination Date (or the last day of any extension described in Section 5.2 below, as appropriate), ISOC shall pay to AMS all AMS fees, reimbursable expenses and approved costs that are due and owing.

5.2 AMS Obligation to Assist with Transition.

(a) Upon notice of termination for any reason by either party in accordance with the terms of this Agreement, or in the event IAOC provides notice that it does not intend to renew the Agreement, the AMS shall assist ISOC in the orderly and timely transition of the Work, or a Subset thereof, to IAOC or a successor provider (the "Successor"), consistent with the requirements of this Article 5. Such Transition

Services shall continue for a period that ends upon either (i) the effective date for the commencement of work of an agreement between ISOC and any Successor or (ii) a date that is up to six (6) months after the Termination Date. The selection between options (i) and (ii) in the preceding sentence shall be made by ISOC in its sole discretion in writing to AMS, forty-five (45) days prior to the Termination Date. AMS shall have no obligation to perform any such Transition Services after the period specified in this Section has concluded.

(b) During any period of Transition Services that extends beyond the date of termination or expiration of this Agreement, AMS shall nonetheless continue to perform Work in accordance with the Work Standards and Fee Structure in effect on the date of notice of termination, unless the Parties mutually agree, pursuant to good faith negotiations, to the application of a revised Fee Structure during that extension period. To the extent that the scope of AMS' overall obligations hereunder materially increases or decreases as a result of the agreement between the parties regarding AMS' performance of such transitional duties, the parties shall mutually agree to a revised Fee Structure which adequately compensates AMS for such additional or reduced scope of work. All other terms and conditions of this Agreement shall continue to apply during AMS' provision of such Work.

(c) Any request for Transition Services shall be submitted to AMS in writing on or immediately prior to the Termination Date.

(d) ISOC shall pay AMS for the performance of Transition Services in accordance with Section 5.2 of this Agreement.

(e) AMS shall cooperate with ISOC in effecting the orderly and timely transition of the Work, or a Subset thereof, to a Successor and agrees to perform the following Transition Services:

> (i) Provide ISOC with all documentation of operational and procedural practices required for the orderly transition to a Successor;

> (ii) Provide ISOC with assistance in transferring to the Successor;

> (iii) Provide assistance in transitioning applicable help desk functions;

> (iv) Provide joint project planning to ensure an orderly and timely transition to a Successor; and

> (v) Consistent with AMS contractual confidentiality obligations to third parties, provide ISOC and/or its designees all information that is reasonably necessary to enable a Successor to provide the Work, or a Subset thereof.

6. ADDITIONAL WORK

6.1 Requested by IAD.

(a) At any time during the term of this Agreement, the IAD may request that AMS perform new or additional work, or modify the Work, including, without limitation, (i) addition of new or different functionality to the Work, (ii) modification, reduction or expansion of existing functionality of the Work, (iii) offering additional support, training, consulting services or any other addition to or modification or expansion of the Work, or (iv) an increase or decrease in any new or additional services or changes previously requested pursuant to this Section 6.1, (collectively, "Additional Work", including changes, modifications and reductions). The term "Additional Work" shall also include, without limitation, any enhancements referred to below in Section 6.2.

(b)   The IAD may, at any time, deliver a proposal to AMS detailing the Additional Work being considered and any requirements to be met. AMS may request further information or clarification to formulate a response or to propose an alternative means of accomplishing the Additional Work.

(c)   Within three (3) weeks (or such longer or shorter period mutually agreed to by the Parties) after AMS receipt of the IAD request for Additional Work (or, if later, after AMS receipt of any information or clarification requested by it) AMS shall respond to the request with its written proposal to perform such Additional Work, including Fee Structure, Expenses and Costs.

(d)   Upon approval and acceptance of the proposal, the IAD shall notify AMS in writing, and AMS and the IAD shall amend this Agreement with a Work Order to reflect the Additional Work, which shall be prepared and finalized in accordance with the requirements of this Section 6.3. If a proposed amendment is never finalized between the Parties, the requested Additional Work will not become a part of the Work and AMS shall not be authorized to perform such Additional Work and neither ISOC nor the IAOC shall have any obligation to AMS arising from AMS' performance of the Additional Work.

6.2   Proposed by AMS.

(a) During the term of this Agreement, AMS may propose Additional Work, including, without limitation, enhancements to be developed by AMS arising out of its own research and development, or arising from suggestions from the IETF Community.

(b) AMS will initiate this process by delivering a proposal to the IAD detailing the Additional Work being proposed together with Fee Structure, Expenses and Costs. If the ISOC accepts the proposal for Additional Work, it shall notify AMS in writing, and AMS and the IAD shall amend this Agreement with a Work Order to reflect the Additional Work. The proposed Amendment shall be prepared and finalized in accordance with the requirements of Section 6.1. If a proposed amendment is never finalized between the Parties, the proposed Additional Work will not become a part of the Work and neither ISOC nor the IAOC shall have any obligation to AMS arising from AMS performance of the Additional Work.

6.3   Amendment relating to Additional Work. Each proposal for Additional Work submitted by either Party pursuant to this Article 6 shall be specifically identified as being proposed pursuant to this Section 6.3. Each proposed amendment shall set forth in writing at least the following:

(a) Description of the work to be performed by AMS with reference to specific requirements for the Additional Work, if any;

(b) Identification with regard to ownership and other right (e.g., licenses) to the related documentation or other materials created in the course of AMS' performance of such Additional Work;

(c) Delivery schedule for performance and completion of the Additional Work, including milestones and delivery dates, where appropriate;

(d) Completion and acceptance criteria (including testing procedures and quality standards), where appropriate;

(e) Designation of the names of the key personnel of AMS responsible for the Additional Work;

(f) Any changes to the Fee Structure, Expenses and Costs to be charged to the ISOC, and the schedule of effective date(s) for said changes in the fee structure; and

(g) Identification of any impact on Work Standards, as defined herein, including proposed revisions thereto.

7. PROPRIETARY RIGHTS

7.1 Ownership of Work Product.

    (a) As used herein; (i) the term "Work Product" means all intellectual property, materials, software, tools, data, inventions, works of authorship and other innovations of any kind, including, without limitation, any deliverables and other materials used, developed or provided by AMS in connection with this Agreement or any services performed hereunder; (ii) the term "Preexisting Work Product" shall mean all software and data received by AMS directly or indirectly from the incumbent provider of secretariat services for the purpose of providing the Work herein, Preexisting Work Product shall be included within the definition of "Work Product"; (iii) The term "ARO Software" shall mean the software code, in source and object code formats, and including the version in use within AMS as of the Effective Date and any versions deployed by AMS during the term of this Agreement that was developed by AMS and referred to within AMS as the ARO Software. The ARO Software shall not be deemed to be "Work Product" as defined in this section. The ARO Software and the Work Product (excluding the Preexisting Work Product) shall be referred to collectively herein as the "AMS Proprietary Product".

    (b) The Parties agree that all right, title and interest in and to the Work Product (but not to the ARO Software) and all patent, copyright, trade secret and other intellectual property rights ("IPR") shall be owned by the IETF Trust. As of the Effective Date, and in consideration for payments to be made by IAOC to AMS under this Agreement, AMS irrevocably and unconditionally assigns to the IETF Trust (i) all such Work Product; and (ii) ownership of any and all IPR required to use, copy, perform, display, execute, distribute, disassemble, modify, transfer, or sublicense such Work Product. AMS acknowledges the use of the Work Product and the license to IPR provided in the proceeding sentence shall inure to the benefit of the IETF Trust. Notwithstanding the preceding sentence, the only rights provided by this Agreement to the ARO Software shall be those rights to the IETF Trust specified in the license agreement attached here as Exhibit F, and then only if ISOC has elected to use the AMS ARO Software and provided the Section 7.5(a) Notice specified in Section 7.5(a) herein.

    (c) Contemporaneously with the signing of this Agreement, the IAOC shall cause the IETF Trust to grant to AMS a worldwide, non-exclusive, royalty-free, non-transferable, non-assignable, non-delegable, and non-sublicensable license to use all pre-existing Work Product solely during the term of this Agreement and solely to the extent necessary for AMS to perform the Work or Subset. Such license shall be granted pursuant to a license agreement in form mutually agreed by AMS and the IETF Trust (the "License Agreement").

    (d) ISOC agrees and acknowledge that all rights, title or interest to any facilities, hardware, networks or any third party software used to provide the services which are not provided by ISOC or IASA shall be owned by AMS, or its third party providers, as applicable. As used in the preceding sentence, third party software includes packaged software applications, computer and networking operating systems, and other software products that were not developed by or significantly adapted by AMS and of which AMS did not own copyright as of a date three months before Effective Date of this Services Agreement or subsequently, provided that no item of Software that would have fallen outside this definition of "third party software" may be brought inside definition by AMS' transfer of such software to a third party after a date three months before the Effective Date of this Services Agreement.

7.2 Domain Names. As set forth in the License Agreement, the IETF Trust or its designee will serve as the Registrant, Administrative and Billing Contacts for each of the domain names registered on

or behalf of the IETF ("Domain Names"). The IETF Trust may designate AMS as the Technical Contact for any such Domain Names as necessary to perform services pursuant to this Agreement. ISOC acknowledges that as both the Administrative and Registrant contacts for the Domain Names, the IETF Trust shall be the sole entity that can make any changes to the Domain Name registration information, including, but not limited to, any changes to the name servers. AMS shall not be liable for any demands or claims brought by a third party against AMS if the domain names become unavailable to the public as the result of changes or modifications to the registration information concerning the name servers associated with the Domain Names. In addition, ISOC acknowledges that any changes to the registration information by the IETF Trust or its designee can materially affect the provision of Services. Therefore, AMS shall not be liable to for any breach of this Agreement resulting from the change of registration information by the IETF Trust or its designee.

7.3   Reservation of Rights. Except as otherwise expressly provided herein or in the License Agreement, nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each Party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

7.4   AMS Proprietary Software.
This section has been removed for Business Confidential reasons.

This section discusses conditions under which the IETF Trust would have rights to AMS proprietary software**.**

7.5   Proprietary Software in Escrow.
This section has been removed for Business Confidential reasons.

This section discusses conditions under which AMS proprietary software may be placed in escrow.

7.6 Security Audit.
This section has been removed for business confidential reasons.

This section discusses conditions under which AMS proprietary software placed in escrow may be audited.

8. INDEMNIFICATION

    8.1   Definitions. As used in this Section 8, (i) the term "Claim" means any claim, suit, demand, or other assertion against IETF, the IETF Trust, or ISOC; (ii) the term "Indemnified Party" means the IETF, the IETF Trust, or ISOC, and each of their successors or assigns, and any participant in IETF activities, but solely to the extent that a Claim arises from such participant's participation in the work of IETF and not otherwise; and (iii) the term "Losses" means any damages, costs, or other losses, whether

awarded by a court or other tribunal or through settlements and also including the reasonable fees of attorneys and other professionals incurred in defending and resolving any Claim.

8.2   Indemnification by AMS.   AMS shall indemnify, defend, and hold harmless each Indemnified Party from and against all Claims brought against the Indemnified Parties or tendered to the Indemnified Parties, and for all Losses that arise or result from Claims, which in whole or in part, directly or indirectly: (i) alleges that any AMS Proprietary Product, or any part thereof, or the manufacture, use, import, support, sale or distribution thereof, infringes, misappropriates, or violates any IPRs of any third party, or (ii) alleges that any act or omission of AMS has caused personal injury or damage to real or personal property; or (iii) allege that ISOC, IAOC, or the IETF Trust is responsible for the payment of taxes, contributions, or benefits to any AMS personnel, including Subcontractors.

8.3   Terms of Defense and Indemnification.   An Indemnified Party shall promptly notify AMS, in writing, of any Claim for which it believes that it is entitled to indemnification. An Indemnified Party shall, at AMS's request and expense, allow AMS to conduct and/or settle all negotiations and litigation resulting from the Claim. Notwithstanding the foregoing, ISOC or the IETF Trust may employ counsel at its own expense to assist it with respect to any such Claim; provided, however, that if the retention of such counsel is necessary because of a conflict of interest of either AMS or its counsel or because AMS does not promptly assume control of the Claim, AMS shall bear the expense of such counsel.   No Indemnified Party shall have authority to settle any claim on behalf of AMS.   Each Indemnified Party shall, at the request of AMS, afford commercially reasonable assistance with such settlement negotiations and litigation, and shall be reimbursed by AMS on demand for all out-of-pocket expenses (including the reasonable fees of attorneys and other professionals) it incurs in providing the requested assistance.

8.4   AMS' Efforts.   In addition to AMS' obligations under Sections 8.2 and 8.3, if the use or distribution of any AMS Proprietary Product becomes the subject of a Claim of IPR infringement, misappropriation, or violation, AMS shall, at its sole expense, obtain such licenses, or make such replacements or modifications, as are necessary to the continue the Indemnified Parties' use, import and distribution of the AMS Proprietary Product without infringement and in compliance with the requirements of this Agreement, including any attached Statement of Work. If AMS is unable to achieve either of the foregoing within forty-five (45) days after a judicial determination of infringement or the entry of an injunction, as applicable, AMS shall promptly refund to the appropriate Indemnified Party (excluding IETF participants), an equitable portion of the fees that such Party has paid (or on behalf of which such fees were paid) to reflect the impact to the Indemnified Party of the inability of AMS to use or provide AMS Proprietary Product or associated services, and the inability of the Indemnified Party to continue to use or distribute AMS Proprietary Product that had been provided by AMS to the Indemnified Party (excluding IETF participants) prior to the entry of an injunction prohibiting or restricting further use or distribution.

8.5   **Exceptions to Indemnity Obligation. AMS shall have no obligation under Sections 8.2 to 8.4 to the extent any claim of infringement of IPRs is caused by (i) use by an Indemnified Party of** AMS Proprietary Product in combination with any other products not provided by AMS if the infringement would not have occurred but for such combination (except to the extent (a) the combination is pursuant to AMS's information or instructions to the Indemnified Party; or (b) there is no commercially reasonable non-infringing use for the portion of AMS Proprietary Product accused of infringement other than in such combination); or (ii) any material alteration or modification of the AMS Proprietary Product which AMS did not authorize, if the infringement would not have occurred but for such material alteration or modification**.**

8.6   **Indemnification of AMS**. ISOC, shall indemnify and defend AMS (and its officers,

directors, managers, owners and agents) ("AMS Indemnified Parties") for all claims of third parties (i) that are brought by any predecessor secretariat of IETF in respect of wrongful termination or discontinuation of such relationship; (ii) asserting that an AMS Indemnified Party has infringed its IPR as a result of using software or information provided to such AMS Indemnified Party by IETF or ISOC in the manner, and for the purposes, for which such use was specifically authorized in the performance of Work under this Agreement, and without violation of any law, rule, regulation, policy or contractual obligation ; (iii) any other matter in which personal injury or damage to real or personal property has been caused to a third party by IETF, ISOC or their respective agents, but not related, directly or indirectly, to the conduct, misconduct, act, omission or negligence of AMS or its personnel or agents, or AMS's performance or non-performance of its obligations under this Agreement; and (iv) any other matter not primarily related to AMS' performance of its obligation under this Agreement, AMS' rights of indemnity shall in all respects be substantially identical to those granted to IETF in Section 8.3 hereof.

8.7   **Terms Of Defense And Indemnification.** An AMS Indemnified Party shall promptly notify ISOC, in writing, of any claim for which it believes that it is entitled to indemnification under Section 8.6. An AMS Indemnified Party shall, at ISOC's request and expense, allow ISOC to conduct and/or settle all negotiations and litigation resulting from the claim. Notwithstanding the foregoing, AMS may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if the retention of such counsel is necessary because of a conflict of interest of either ISOC or its counsel or because ISOC does not promptly assume control of the claim, ISOC shall bear the expense of such counsel. No AMS Indemnified Party shall have authority to settle any claim on behalf of ISOC. Each AMS Indemnified Party shall, at the request of ISOC, afford commercially reasonable assistance with such settlement negotiations and litigation, and shall be reimbursed by ISOC on demand for all out-of-pocket expenses (including the reasonable fees of attorneys and other professionals) it incurs in providing the requested assistance.

9.   **Limited Warranty.**

9.1   **Limited Warranty.**
(a) AMS hereby represents and warrants to ISOC that (i) the Work will be performed in a professional, workmanlike manner in accordance with Exhibits A and B, and (ii) neither the AMS Proprietary Product or AMS performance of services, except to the extent such performances consist of the use of distribution of Licensed Materials, as that term is defined in the License Agreement, will not infringe or misappropriate any intellectual property rights of any person other than a Party.

(b) In the event of a breach of the warranty set forth in this Section 9.1, the Parties agree that AMS' sole and exclusive obligation and ISOC's sole and exclusive remedy shall be AMS' use of commercially reasonable efforts, at its sole expense, to modify or correct the Work of the AMS Proprietary Product used in the performance of the Work. If such correction is not made to bring the Work into compliance with the specifications set forth in Exhibit A within forty-five (45) days after notification of any deficiency by IASA to AMS, IAOC shall have the right to terminate this Agreement upon written notice to AMS.

9.2   **No Other Warranties.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY EXHIBIT HERETO, NEITHER AMS NOR ISOC NOR IAOC NOR THE IETF TRUST MAKES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY

10.1   General Limitation. Neither Party's aggregate liability to the other for any software, information or other materials provided by IETF or ISOC to AMS, for damages in connection with this Agreement and the Work, or any Work Product provided pursuant to this Agreement, regardless of the form of action giving rise to such liability (under any theory, whether in contract, tort, statutory or otherwise) shall exceed the aggregate fees paid by ISOC to AMS pursuant to this Agreement for the immediately preceding three (3) month period. In addition, AMS' aggregate liability shall be further reduced by any damages recovered by the IETF Trust from AMS pursuant to the License Agreement.

10.2   Limitation on Other Damages.

(a) To the extent permitted by applicable law, and notwithstanding anything in this Agreement to the contrary or any failure of essential purpose of any limited remedy or limitation of liability, neither Party shall be liable to the other for any indirect, exemplary, special, consequential or incidental damages of any kind, or for any damages resulting from loss or interruption of business (except to the extent that such business interruption is caused by reason of a claim of infringement of IPRs, as provided in Section 8.4 herein), lost data or lost profits, arising out of or relating to this Agreement or the subject matter hereof, however caused.

(b) AMS shall not be held liable for the prior acts, services or work performed by Foretec Seminars, Inc., or the Corporation for National Research Initiatives, or NeuStar Secretariat Services.

(c) ISOC assumes no liability to AMS for prior acts, services, work performed or, unless such debts are accepted by ISOC in writing, debts incurred by Foretec Seminars, Inc., or the Corporation for National Research Initiatives, or NeuStar Secretariat Services.

(d) Except for claims arising under Sections 8 or 11 herein, AMS' aggregate liability under this Agreement shall in no event exceed the aggregate amount of monthly fees payable by ISOC to AMS in the three (3) months immediately preceding the month in which any claim covered hereby arises, or if such claim arises after the end of the Initial Term (or if a Renewal Term has occurred, any Renewal Term) then the aggregate monthly fees paid by ISOC to AMS during the last three (3) months preceding the Termination Date.

10.3   Acknowledgment.   Each Party acknowledges that the limitations of liability contained in sections 10.1 and 10.2 of this Article are a fundamental part of the basis of such Party's bargain hereunder, and such Party would not enter into this Agreement absent such limitations.

11. CONFIDENTIALITY

11.1   IETF-related Information. The Parties acknowledge that dissemination of IETF-related information by IETF via the Internet is normal in the course of business and, as necessary to perform the Work, may be disseminated without the express written approval of the other Party. Questions arising regarding the same shall be directed to the IAD for resolution.

11.2   Confidential Information.

(a) Subject to the above, each Party acknowledges that they may be furnished with, receive, or otherwise have access to Confidential Information of the other Party. "Confidential Information" of a Party means information, ideas, materials or other subject matter of such Party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that they are confidential or proprietary.

(b) Confidential Information includes, without limitation, all personnel, customer contracts and financial information or materials disclosed or otherwise provided by such Party ("Disclosing Party") to the other Party ("Receiving Party").

(c) Confidential Information does not include information which (i) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party

11.3 Restrictions on Use.

(a) The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein.

(b) The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder.

(c) The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees of AMS who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information.

(d) The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information, but no less than reasonable care under the circumstances.

11.4 Exclusions.

(a) Notwithstanding the foregoing, nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party at the Disclosing Party's expense) to contest, minimize or condition of the disclosure (including through application for a protective order).

(b) Further, each Party may disclose the terms and conditions of this Agreement: (i) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the fullest extent permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, banks, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.

11.5 Equitable Relief.

(a) Each Party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate.

(b) Accordingly, each Party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of interim injunctive relief, without bond, to enjoin any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

11.6 Return of Materials. Upon termination of this Agreement, each Party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed. Nothing in this Section 11.6 shall limit any rights provided to ISOC or the IETF Trust pursuant to Section 7 of this MSA or Exhibits E or F to this MSA.

12. General.

12.1 Integration, Severability and Order of Precedence.

(a) **Integration.** This Agreement, including all Exhibits attached to this Agreement each of which is incorporated herein in their entirety by this reference, and all agreements referred to herein, including the License Agreement, contains the final, complete and exclusive agreement between the Parties relating to the subject matter of such Agreement, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. Notwithstanding the foregoing, it is understood by the Parties that said Exhibits and this Agreement may be amended, but only by mutual written agreement of the Parties.

(b) **Severability and Invalidity.** If any one or more of the provisions contained in this Services Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall use their reasonable efforts, including the amendment of this Services Agreement, to ensure that this Services Agreement shall reflect as closely as possible the intent of the Parties on the date on which this Service Agreement was entered into by the Parties.

(c) **Order of Precedence**.

Except as specifically provided otherwise in this Agreement, in the event of any conflict between this Agreement and the Exhibits hereto the following order of precedence is provided:

1. This Agreement

2. Exhibit A (Statement of Work) and Appendices in order listed

3. Exhibit B (Work Standards)

4. Exhibit C (Budget)

5. Exhibit D (Meeting Registration And Fee Collection Procedures)

6. Exhibit E (Escrow Agreement)

7. Exhibit F (AMS Software License Agreement)

12.2 Dispute Resolution.

    (a) Internal Dispute Resolution. Except in circumstances where the time required for application of this dispute resolution procedure would cause irreparable harm**,** any claim, controversy or dispute (together, "Dispute") arising out of or relating to this Agreement, which cannot otherwise be resolved after a written "Notice of Dispute" to the other Party and good faith negotiations by the Parties at the operational level within forty-five (45) days, shall be handled in the following manner:

    (b) The dispute shall thereafter be referred in writing jointly (the "Joint Referral") to an AMS Principal, and the IAD, acting as the IETF representative, stating the nature of the dispute, the matters in contention and the position of each Party. These persons shall attempt to resolve the dispute within fifteen (15) Business days of receipt of the written Joint Referral to these representatives.

    (c) If the representatives are unable to resolve the dispute within such time period, the dispute shall be submitted in writing to an AMS Principal and the IAOC Chair. These executive officers shall attempt to resolve the dispute within fifteen (15) business days of such submission.

    (d) If the matter has not been resolved under the above procedure within thirty (30) business days of the Joint Referral procedure, any Party wishing to further pursue the matter may commence binding arbitration as provided in Section 12.2 (e).

    (e) Arbitration.

        (1) Any dispute arising out of or related to this Agreement, which cannot be resolved by the process set forth above, shall be settled by binding arbitration in the Commonwealth of Virginia before a single arbitrator.

        (2) The arbitration shall be conducted pursuant to the American Arbitration Association's ("AAA") Commercial Arbitration Rules.

        (3) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the Party against which the award was rendered.

        (4) The Parties shall first attempt to identify a mutually acceptable arbitrator. However, if the Parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all of the Parties to the dispute, then the rules of the AAA Commercial Arbitration Rules, Appointment of the Mediator shall be followed.

        (5) The arbitrator's fees shall be deposited equally by the Parties, but may be awarded by the arbitrator as provided in the AAA Commercial Arbitration rules. However, under no circumstances shall any Party to this Agreement be responsible for the payment of any administrative fees to the AAA in connection with this arbitration agreement**.**

    (f) **Interim Relief.** Notwithstanding the foregoing Section 12.2(e), in the event that either Party reasonably believes that it requires the entry of a temporary restraining order or preliminary injunction to preserve its rights during the pendency of, and in aid of, dispute resolution process provided for in Section 12.2(a) or the arbitration process provided for in Section 12.2(e), then the Party seeking such temporary restraining order or preliminary injunction shall file suit in the circuit court of Fairfax County, Virginia or in the United States District Court for the Eastern District of Virginia in Alexandria, Virginia. Each Party consents to the jurisdiction of either court over it and

over an action arising from or relating to this Agreement, and waives any objection to either court as the proper venue for any such action.

12.3 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties.

12.4 Modification and Waiver.

(a) No amendment or modification to this Agreement shall be valid or binding upon the Parties unless in writing and signed by each Party.

(b) No failure or delay on the part of either Party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

12.5 Non-Assignable.

(a) No right or obligation of either Party under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of the other Party, and any attempt to assign, delegate or otherwise transfer any rights or obligations hereunder without such consent shall be void.

(b) Notwithstanding the above, either Party may assign this Agreement including to a successor in a merger and acquisition, with the other Party's prior written consent, which consent may not be unreasonably denied or delayed. No consent shall be required for the assignment of this Agreement to (i) an entity which acquires all or substantially all of the assets of the assigning party, and fully assumes the liabilities of the transferor hereunder to the reasonable satisfaction of the non-assigning party, or (ii) any affiliate, in which event the assignor shall remain liable as a guarantor of the assignee/affiliate's performance of such Party's obligations hereunder. This Agreement shall bind each Party and its permitted successors and assigns.

(c) Notwithstanding the foregoing, this section does not supersede section 10 (g) of Exhibit F.

12.6 Remedies.

(a) All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.

(b) If any legal action including any arbitration is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

12.7 Notices.

(a) Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax) or manually signed document sent as an attachment to an electronic mail message, delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures of this Agreement or to such other address as shall be given in accordance with this

Section 12.7.

(b) If notice is given in person, by courier, by fax, or by electronic mail, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

12.8 Force Majeure. Each Party shall be excused from performance under this Agreement for any period to the extent that a Party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; provided, however, that if AMS is the non-performing Party, it (i) gives IAOC prompt notice of such circumstance of cause, and (ii) uses commercially reasonable efforts to correct such delay in performance. Notwithstanding the foregoing, if such circumstance or cause results in delay in performance of more than thirty (30) days, IAOC shall have the right to cancel all outstanding Work without penalty upon written notice; provided, however, that all amounts owed to AMS under this Agreement and any exhibit hereto are paid in full by the ISOC. Nothing in this Section 12.8 shall excuse the non-payment of fees to AMS by the ISOC pursuant to Article 2.

12.9 Construction. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.10 Counterparts. This Agreement may be executed in several counterparts, all of which shall constitute one agreement.

12.11 Relationship of Parties.

(a) AMS shall be entitled to rely on any and all instructions and/or directions from IASA or at IASA's direction, the IAD.

(b) This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors.

(c) Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

(d) Time shall be of the essence with respect to all obligations hereunder including, without limitation.

In Witness Whereof, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE:

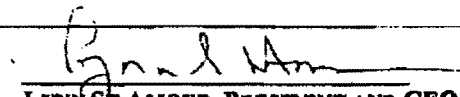| INTERNET SOCIETY, A NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE DISTRICT OF COLUMBIA	ASSOCIATION MANAGEMENT SOLUTIONS, LLC
BY: _____ LYNN ST.AMOUR, PRESIDENT AND CEO	BY: _____ KAREN MORELAND, PRINCIPAL
ADDRESS: 1775 Wiehle Ave., Suite 102, Reston, VA, USA 20190-5108 P: (703) 439-2120 F: (703) 326-9881	ADDRESS: 48377 FREMONT BLVD, SUITE 117 FREMONT, CA 94538-6565 P: (510) 492-4000 F: (510) 492-4001
E-MAIL ADDRESS: ST.AMOUR@ISOC.ORG	E-MAIL ADDRESS: KMORELAND@AMSL.COM

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(c) Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

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In Witness Whereof, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE:

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Exhibits

A STATEMENT OF WORK

    APPENDIX 1: CURRENT TOOLS LIST
    APPENDIX 2: IT INFRASTRUCTURE GUIDELINES
    APPENDIX 3: CUSTOMER SUPPORT GUIDELINES

B WORK STANDARDS

C BUDGET

D MEETING REGISTRATION AND FEE COLLECTION PROCEDURES

E ESCROW AGREEMENT

F AMS SOFTWARE LICENSE AGREEMENT

EXHIBIT A: Statement of Work

Secretariat
Statement of Work

THIS DOCUMENT IS A STATEMENT OF WORK ("Statement of Work" or "SOW") as defined in the Services Agreement (the **"Agreement"),** between Vendor and the Internet Society, a District of Columbia nonprofit corporation ("ISOC") (each a **"Party"** and, collectively, the **"Parties").** This Statement of Work is subject to, and is made a part of, the Agreement. The effective date of this Statement of Work is the effective date of the Agreement**.** Terms not defined in this document shall have the meaning set forth in the Agreement.

Section I

A. It is understood between the parties that this SOW is based on the information known by the Parties at the time of execution of this SOW and may require revision as the relationship between the Parties progresses.

B. Supported Organizations include Working Groups, and the Internet Engineering Steering Group (IESG), Internet Architecture Board (IAB), IETF Administrative Oversight Committee (IAOC), Internet Research Task Force (IRTF), Internet Research Steering Group (IRSG), RFC Series Oversight Committee (RSOC), RFC Series Editor (RSE), Independent Submissions Editor (ISE) and Nominating Committee (NomCom).

C. Vendor will provide secretariat services for the IETF Community in accordance with this Statement of Work.

D. The Secretariat services include:
   1. Meeting Services
   2. Clerical Support Services
   3. IT Support Services
   4. IAB Support Services
   5. RFC Publisher Services

Section II

A.   OBLIGATIONS
   1.   Vendor Obligations. The timely and professional delivery of services is essential to the effectiveness and efficiency of the IETF.

      a. Work. Vendor will perform the services ("Work") as set forth in this SOW.

      b. Personnel. Vendor shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work.

c. Work Standards. Vendor shall perform the Work in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable Work. Further work standards ("Work Standards") are defined in Exhibit B. Failure to perform services in accordance with standards may result in a reduction in fees or, possibly, termination.

2.   Subcontractors. Vendor may engage the services of third party contractors, subcontractors, or consultants ("Subcontractors") in the performance of its obligations. Vendor shall be fully responsible for each such Subcontractor's compliance with the applicable terms of the Agreement, and Vendor shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. Vendor shall identify proposed Subcontractors and provide information substantiating their qualifications for the services proposed.

3.   Benefits. Vendor shall provide for and pay the compensation of its personnel, including Subcontractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. The Contractor will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Vendor personnel. Vendor shall indemnify, defend, and hold the Contractor harmless from and against all such taxes, contributions, and benefits, and will comply with all associated governmental regulations, including the filing of all necessary reports and returns with respect to its personnel.

4. Financial Management

a. Professional Service. The Vendor will provide (i) professional financial management in accordance with applicable laws and regulations, (ii) budgets and year-end forecasts in a timely fashion, and (iii) invoices with appropriate supporting documentation.

b. Meeting Financial Management.

i. Vendor shall provide a proposed budget before venue contract execution.

ii. Vendor shall provide a forecast prior to each meeting.

iii. Vendor shall provide a financial report of each Meeting to the IAD. The preliminary meeting financial report shall be provided within 30 days of the meeting, with a final report due upon the Master Account reconciliation, but not later than sixty (60) days after the meeting.

iv. The Master Account reconciliation will be pursued in a diligent and expeditious manner, typically within thirty (30) days.

v. Vendor will provide a statement of meeting and social registrations fee

payments weekly.

vi. Vendor will provide a report of its actual versus budget performance for each meeting.

vii. All budgets shall be subject to IAD approval.

viii. Year-End-Forecasts shall be provided after the first and second meeting, in a diligent and expeditious manner, typically within forty-five (45) days.

c. Clerical Financial Management

i. Any expenses that are to be reimbursed require prior approval by the IAD, and Vendor shall provide invoices within 30 days of incurring the cost.

d. IT Financial Management

i. Vendor shall provide invoices within 30 days of incurring the cost.

ii. Each software development project requires an approved schedule and budget before work begins.

iii. All schedules and budgets shall be subject to IAD approval.

Section III

A. Meeting Services

Each year the IETF conducts three, one-week meetings in locations throughout the world, usually in March, July and November. Over a two-year cycle the IETF intends to hold six meetings, alternating between North America, Europe and Asia. Attendance is approximately 1200 engineers, computer scientists, and academics per meeting. These meetings are in furtherance of the IETF's mission of standards development for the Internet. [See http://www.ietf.org/proceedings_directory.html.]

Meeting venues include hotels with conference space (the preference), as well as stand alone convention centers within close proximity of hotels. Meeting space requirements are typically 25,000 square feet, comprised of 8 meeting rooms holding between 75 and 300 people; one plenary room holding 900 people; a terminal room; 10 offices; a network operations center and a registration area. The public meetings generally run from 9:00 am to 8:00 pm Monday through Thursday, and the last session on Friday typically ends by 3:30 pm. On Sundays, registration opens at noon; multiple education sessions are scheduled during 1:00 to 5:00 pm, followed by a Meet and Greet Reception for newcomers and a Welcome Reception for all attendees. Registration takes place Sunday through Thursday. A Social event set up and managed by the meeting host, not the Secretariat, usually takes place on Tuesday evening at a separate facility

and involves a fee to participate. The two plenary sessions are conducted with an attendance of about 900 people. There are also other related meetings. Staff support will be performed as necessary to ensure smooth operation of all these meetings.

The Vendor negotiates contracts with the meeting venue and one or more hotels for each meeting; sets agenda for the session throughout the week; runs the registration desk; oversees contract performance by the venues and hotels, including food and beverage, teleconference support, and audio visual support; arranges for retreat venues; and other duties as more specifically set forth below.

1. <u>IETF Meetings.</u>

    a. Location, Selection, and Sponsors.
        i. Based on the selection of meeting locations by the IAD Vendor shall identify the available meeting venues for three (3) meetings in a calendar year for the IETF Community ("Meetings").

        ii. The location and venue selection shall be made by the IAD.

        iii. The Vendor will not be responsible for finding or negotiating with Meeting Hosts or Sponsors.

    b. Meeting Calendar.

        i. The Vendor and IAD shall use commercially reasonable efforts to select Meeting venues no less than two (2) year in advance of such Meetings and to the extent possible three (3) years in advance.

        ii. Meeting dates shall be fixed at least three (3) years in advance so as to avoid clashes with other major networking standards organizations or relevant events in accordance with the IAOC Meeting Clash Policy. The Vendor shall gather information with those other organizations, as appropriate, to avoid clashes.

    c. Competitive Bids and Contracting.

        i. Based on the selection of meeting locations and venues by the IAD, Vendor shall be responsible for qualifying and negotiating written bids from third party venue and hotel vendors for such Meeting venues and dates. Vendor shall use the IETF Qualifications Criteria to qualify venues and hotels.

        ii. Vendor shall provide all contracts to the IAD for review and approval.

        iii. All contracts with third party vendors relating to Meetings and Retreats, other than Host and Sponsor agreements, shall be executed by Vendor as an agent of ISOC, provided, however, that each such contract shall be approved in writing by

IAD and recognize Vendor as an agent of ISOC, or expressly permit Vendor to assign such contract in its entirety to ISOC.

d. Hotel Accommodations.

i. Vendor shall reserve an appropriate number of hotel rooms (approximately 3,500 nights) in as many hotels as necessary based upon the anticipated attendance for such Meetings as provided by the IAD.

ii. Vendor shall provide hotel reservation coordination services for the NomCom chair, IRTF chair, IAB members, IESG members, IAOC members, IETF Trust Chair, and ISOC officers.

e. Commissions.

i. Commissions have impacts on attendance, costs and meeting fees. Vendor shall obtain the consent of and any guidance from the IAD prior to negotiating contracts with commissions. Any commissions obtained shall be paid as directed by the IAD.

f. Meeting Accommodations.

i. Vendor shall make arrangements for meeting accommodations.

ii. Vendor shall coordinate with Area Directors, Working Group Chairs, Birds of a Feather (BOF) session chairs, and Research Group Chairs to provide a schedule for meeting sessions that is best able to meet their requirements.

iii. Within the Meeting venues, Vendor shall arrange for an appropriate number of conference rooms to accommodate anticipated Working Group sessions and other breakout meetings which includes at least the following:

1. At least one room, or a combination of meeting rooms, which can accommodate a majority of the anticipated Meeting attendees for the IETF plenary sessions;

2. Office and storage space for the Vendor staff, IAOC, and other volunteers of the IETF Community to handle the administration and management of the Meetings;

3. Meeting rooms, including audio visual equipment and speakerphones for the IAB, IESG, IAOC, ISOC Board and staff, the Host, the IETF NomCom (when needed), the IETF's various committees – including the IRTF – for breakfast meetings and such other meetings as required in accordance with the IAOC Meeting Room Policy;

4. Conference rooms that can be used for training sessions as determined in consultation with the EDU Team and IAD;

5. A network access room (commonly referred to as the "Terminal Room") to accommodate approximately 5% of expected attendees where participants can sit and obtain wired and wireless Internet access, electrical power, and printing facilities;

6. An accommodation in venue contracts of wireless Internet access in all meeting rooms and appropriate public areas, such as meeting lounge areas;

7. A network operations center (commonly referred to as the "NOC") and Help Desk of appropriate size and location to handle the network operations and customer support during the Meetings;

8. Audio visual equipment in each of the Meeting rooms to accommodate presentations from laptop computers via wired or wireless Internet connections and microphones for the chairs, speakers, and at least two microphones for session attendees; and

9. Electrical services and power supplies in each of the conference rooms, which may or may not include the plenary facilities, at the Meeting venue, adequate for a majority of participants to obtain electrical power.

iv. Vendor shall provide a mailing list for IETF meeting attendees to communicate issues/problems directly to the NOC team, during the meeting.

v. Catering for morning and afternoon breaks, and possibly light breakfast and/or lunch, as required and approved by the IAD.

vi. Arrangements for and coordination of the Welcome Reception, First Timers Meet and Greet, and other receptions as requested by the IAD.

vii. Provide for promotion of the Social on the meeting web page.

g. Registration Services.

i. Vendor shall arrange for advance and onsite registration services for each Meeting. Such registration services shall be conducted both online, at least three (3) months in advance of such meetings, as well as real-time onsite registrations during the actual Meetings.

ii. Moreover, such registration services shall include the collection of all Meeting fees on behalf of the IETF Community, with a variety of payment methods including all major credit cards. Fees shall be deposited directly into an IASA-ISOC account.

iii. Vendor shall provide electronic Letters of Invitation within one (1) business day, and hard copies, when required, within three (3) business days to participants who register and need them in order to obtain visas or other travel documents. Prepayment of registration fee shall not be required for the issuance of a Letter of Invitation when the participant has attended one meeting in the previous three (3) years.

iv. Vendor shall provide online registration services for the Social for deposit directly into the IASA-ISOC account when event registration opens or as soon thereafter as the Social details are fixed.

h. Pre-Meeting Preparation.

i. Vendor shall coordinate with the venues, local sponsors and meeting hosts (if any), and with other vendors, as well as IETF Community volunteers to deploy the network services.

ii. Vendor shall call for session agendas from Working Group chairs and BOF session chairs, and the Vendor shall provide a means for posting session agendas and presentations prior to the meetings.

iii. Vendor shall work with Area Directors, the IETF Chair, the IAB Chair, and the IRTF Chair to plan and approve the meeting schedule, including plenary sessions and any additional sessions that they approve. Vendor shall gather information for the schedule from Working Group and Research Group Chairs.

iv. Vendor shall provide name badges, printed and electronic agendas, and electronic meeting program for attendees.

v. Vendor shall provide additional services, such as printing, tickets or accepting cash, credit card or check payment for the Social on site.

vi. Vendor shall prepare a detailed timeline of various deadlines leading up to each meeting, such as start of registration, dates for submission of agenda requests, Internet-Draft submission deadlines, etc., which shall be approved by the IETF Chair and then published at least 4 months in advance of the meeting. Vendor shall strictly adhere to the published schedule.

i. Sessions.

i. Vendor shall arrange for the logging of attendance at Working Group and BOF sessions ("blue sheets") and for the posting of minutes and presentations to online Proceedings.

j. Security.

i. Vendor shall make arrangements, at the expense of the Meeting Host, for onsite

security for the Terminal Room during hours of operation, and the NOC during off-hours, and otherwise as may be requested by the IAD.

ii. Vendor shall review security threats and emergency plans with the Venue prior to each meeting. Any issues or concerns shall be brought to the attention of the IAD.

k. Community Meeting Feedback.

i. Vendor shall work with the IAD to formulate surveys regarding the overall satisfaction of the IETF community with the Meetings, including the performance of Vendor in the delivery of its services.

ii. Survey results shall be one criterion used to evaluate Vendor performance.

2. Retreats

a. Requirements

i. The IESG, IAB, IRSG, RSOC, and IAOC each may take one or two retreats annually.

ii. The Vendor shall, upon request by the IAD, negotiate contracts for meeting space, hotel accommodations, food and beverage, Internet access, teleconference, and audio-visual support as needed.

iii. Vendor shall provide hotel reservation coordination services for attendees.

iv. IAD will approve the venue and contracts prior to execution of contracts.

B. Clerical Support Services

Vendor provides direct support for the technical standards process. This support extends to the Supported Organizations. Automated tools provide support for many Secretariat activities (see Appendix 4).

Vendor prepares, moderates, and follows up on actions for the twice-monthly IESG two and one-half hour teleconferences at which the Area Directors review protocol actions, document actions, working group actions, and management issues. In addition the Vendor handles last calls; interim approvals; the creation, re-chartering and closure of working groups; the posting of implementation reports, appeals and responses to appeals, IESG statements, Internet-Drafts, IPR Disclosures, and Liaison Statements; the maintenance of the IESG web pages; the maintenance of the IESG mailing lists; the support of the Nominating Committee; the provision of information on IESG procedures and processes.

Vendor is responsible for receiving Internet-Drafts, ensuring they conform with established requirements, posting them to the Internet-Drafts repository, notifying interested parties, and announcing them to the community. The Vendor is also responsible for maintaining the Internet-Drafts repository and ensuring that the repository is kept up-to-date.

Internet-Drafts are submitted by participants in IETF working groups and by individual submitters at any time. Internet-Drafts are normally processed automatically and immediately, but when manual processing is required, they are processed within one (1) business day of their submission.

Vendor is responsible for publishing official IETF actions to the IETF community. Most of the official actions that the Vendor publishes on a routine basis are actions taken by the IESG. These include Protocol Actions, Document Actions, Working Group Actions, Decisions on Appeals to the IESG, and IESG Statements.

Vendor shall maintain a ticket system for tracking requests for information and assistance from the IETF community. Authors, working group chairs, Area Directors, and the RFC Editor normally submit requests for assistance with documents. Other members of the community may also submit requests for assistance. Vendor shall process requests for assistance with document and working group management within two (2) business days.

The following services provided to the IESG may be extended to other members of Supported Organizations as approved by them and requested by the IAD. It is not expected that such services would represent a significant fraction of the workload and would not be extended to one additional FTE without discussion with and approval of the IAD.

1. Clerk Functions. The Vendor shall be responsible for providing the following services:

      a. Supported Organizations support services.

            i. The Vendor shall arrange for cost-effective Teleconference services as requested by the IAD.

ii. The Vendor shall provide administrative support for (i) IETF document tracking, (ii) mailing lists, including but not limited to the IETF general discussion and announcement mailing lists and Working Group mailing lists, (iii) charters – WG and RG, (iv) handling actions for working group formation and re-chartering (v) Working Group milestone tracking, (vi) IETF websites, (vii) current working documents, and the (viii) archives of mailing lists, (ix) expired Internet-Drafts (I-Ds), and (x) any other documents belonging to the IETF standards process. Tools maintenance is covered under IT Support Services.

b. Standards Process Support. The Vendor shall support the IETF standards and document process. [See Appendix 2] This process includes the:

i. Publication and digital signature of I-Ds and support of the I-D repository,

ii. Document tracking,

iii. Ticket-system-based response (document and working group management),

iv. Announcements of last calls,

v. Data management, including I-D Tracker updates,

vi. Handling the Intellectual Property Rights disclosures, including interaction with patent holders [RFC4879],

vii. Publication of official actions, such as document approvals, and other IESG/IAB/IAOC/NomCom/IETF Trust announcements,

viii. Communication of status to relevant groups,

ix. Registration and publication of liaison statements, and

x. Collection and archiving of presentations, minutes and attendance lists from IETF meetings, including interim meetings of Working Groups.

c. Managing meetings. Vendor shall perform the following services specifically for the IESG. Such service may be extended to the Supported Organizations upon request by the IAD.

i. Scheduling of and facilitating regular, normally bi-weekly, teleconference meetings.

ii. Coordinating with the members of the IESG to create meeting agendas.

iii. Create minutes following IESG Teleconferences.

iv. Collecting, maintaining and administering the IESG process documents, including, but not limited to, "narrative" meeting minutes, and IESG statements.

v. Creating, maintaining and administering the long-term archives of IESG meeting minutes.

vi. Creating minutes of plenary sessions.

d. Support of the Nominating Committee (NomCom). Vendor shall provide support to the NomCom of the IETF for the purpose of ensuring a smooth nomination and selection process for the leadership of the IETF.

e. Archive Services. Vendor shall use commercially reasonable efforts to collect and store historical IETF Community records for which the Vendor is given access. Commercially reasonable backup practices shall be employed to ensure the availability of the records. These records include:

i. Archives from mailing lists, including IETF mailing lists not hosted by the Vendor, where Vendor is provided access authority or where provided to Vendor in a format able to be archived by Vendor, including Working Groups (WG),

ii. Expired I-Ds,

iii. Working Group and Research Group charters and each of their versions,

iv. Administrative records,

v. Minutes,

vi .Jabber logs,

vii. Audio and video files,

viii. Meeting attendance records (blue sheets) shall be forwarded to the IETF Trust for archiving,

ix. Meeting proceedings,

x. Long-term archive service to provide the members of the IETF leadership the ability to submit documents for archive, all community members the ability to retrieve archived documents.

C. IT Support Services

Vendor will provide for Internet presence, website support, mailing list services (including signing with DKIM), customer support services, instant messaging support, IP support (IPv4 and IPv6), subdomain support (signed with DNSSEC), Internet-Draft signing, tools maintenance and development services (currently in Python and Django). These IT services provide vital support to all of the Supported Organizations. Vendor must deploy IETF protocols where possible, but must use open standards where no IETF alternative is available.

1. IETF Infrastructure Services. Vendor shall adhere to the IT Infrastructure Guidelines and the Customer Support Guidelines (See Appendices 2 and 3) in support of these objectives. Vendor shall provide the following technical services for the IETF Community:

> a. Network Presence. Vendor shall provide a reliable and resilient network presence for the website and the following technical services:
> > i. co-location, providing at least two (2) independent sites (separate power grids and widely separate geographic locations) capable of serving 10+ Mb/sec of data (i.e., located on different subnets and/or with different service providers), designed for scalable access and resistance to denial of service attacks.
> > ii. secure name service [RFC 4035 and references],
> > iii. routing,
> > iv. transit,
> > v. monitoring & security,
> > vi. provisioning core services such as rsync and FTP, and
> > vii. cooperation and coordination with mirror sites.

> Vendor shall provide in its offer the network and infrastructure measurements and Service Level Agreements it is prepared to deliver and maintain.

> b. Websites Support. The Vendor shall provide distributed Web service for the following URLs: http://www.ietf.org/, http://www.iesg.org, http://www.iab.org/, http://www.irtf.org/ and http://www.rfc-editor.org, as well as related URLs, and select subdomains, such as iaoc.ietf.org, approved by the IAD.

> Website support includes:
> > i. allowing for updates by multiple authorized users,
> > ii. adequate storage area,
> > iii the provision of monthly reports of website performance, including whether improvements were made to increase the capacity above the 10+ Mb/sec of data over Web and FTP,
> > iv. develop content as directed by IAD,
> > v. provide and maintain site-map style indexing (in addition to the search button),
> > vi. apply common look-and-feel for all pages (apart from user-supplied content), including providing templates and style sheets for page authors,
> > vii. update web pages on request and within specified time limits,
> > viii. provide feeds (ATOMPUB, RSS, etc.) as appropriate, and
> > ix. provide continual incremental improvements.

c. Mailing Lists Services. With respect to all authorized IETF mailing lists, including those administered by the Clerical Services Vendor, the Vendor shall provide the following services:

> i. capacity of 50,000 messages/hour (recipient side),
> ii. the ability to host 2000+ mailing lists,
> iii. Web-based mailing list maintenance,
> iv. commercially reasonably spam filtering measures, including, at a minimum, DKIM, and those spam filtering measures the Vendor takes to protect its own internal and external mailing lists,
> iv. dual redundant systems except during scheduled maintenance,
> v. collection and storage of archives for all IETF lists, including IETF mailing lists not hosted by the secretariat where Vendor has been provided access authority or that are provided to Vendor in a format for which Vendor is able to archive in accordance with Section 2(e) above, and
> vi. spam moderation of the IETF list, and others as requested by the IAD, not to exceed 15 mail lists.

d. Customer Support Services. Vendor shall provide a trouble ticketing service that provides a ticket queue system with customizable queues. Messages sent to certain conventional addresses such as iesg-secretary@ietf.org and ietf-action@ietf.org shall automatically enter the ticket system.

e. Instant messaging service. Vendor shall maintain an instant messaging service that provides for chat sessions. In addition, such chats shall be logged and archived for future viewing. The jabber (XMPP) standard shall be used. There are currently approximately 300 chat rooms.

f. IP Support. Vendor shall provide world-class IP support – IPv4 and IPv6. All IT services should be accessible from IPv4 and IPv6, with no difference in performance, quality, delay, and support.

g. Subdomain Support. Vendor shall provide DNS delegation and DNS support (signed with DNSSEC) for IETF and RFC Editor subdomains, e.g., tools.ietf.org, operated within the community and approved by the IAD.

h. Backups. Vendor shall follow best commercial practices to provide a robust backup capability.

j. Internet-Draft Signing. Drafts shall be digitally signed shortly after their posting as specified in RFC 5485.

k. Tools. All Tools shall be open sourced and with a license as directed by the IAD.

> i. Vendor shall, at no additional charge, maintain, correct and update the current suite of "tools" utilized in connection with IETF "secretariat" functions, a list of which is below. (See Appendix 1) Vendor's obligation to so update such tools at

no additional charge shall be limited to any correction of any bugs or performance issues that arise during the term of the Agreement, as well as minor extensions and enhancements (i.e. fewer than 8 programmer hours for each minor extension or enhancement) requested by the IAD.

ii. Periodic reporting of Tools development shall be provided to the IAD, as requested.

iii. Future tools shall be separately contracted and may be put out for separate bid.

The timeline for implementing additional IETF requests will depend on available staff time and resources. That said, if there is a project that the IETF deems extremely important and urgent, Vendor may choose to bid it as a separate project so that we can expedite the delivery of the new feature.

l.   Services Security.   Services are to be protected by best commercial practice industry standard security mechanisms, such as DNSSEC.

m. IETF Community Participation

i. The IETF has a Tools Team that participates in the tools development and maintenance process for community tools and their interfaces, for example, in specifications development, tools design and development, tools testing, and project management.

ii. Vendor will be expected to cooperate and coordinate activities in these areas with the Tools Team.

D. IAB Support Services

I. Background

The IAB is chartered both as a committee of the Internet Engineering Task Force (IETF) and as an advisory body of the Internet Society (ISOC). Its responsibilities include architectural oversight of IETF activities, Internet Standards Process oversight and appeal, and the appointment of the RFC Editor. The IAB is also responsible for the management of the IETF protocol parameter registries. <http://www.iab.org/>

The Executive Assistant will be the primary assistant of the Internet Architecture Board (IAB) Chair and Executive Director in the day-to-day management and operation of the board. It is expected the task will take 8 to 12 hours per week on average, more for IETF meeting weeks and closer to full time during IAB retreats.

II. Executive Assistant Position

A. Administrative Responsibilities

1. The Executive Assistant must maintain a rough state of the full scope of IAB activities in order to:

> a. Drive meeting agendas,
> b. Complete recurring events on time (e.g. personnel appointments), and
> c. Progress IAB work items.

This is an important aspect where the Executive Assistant aids the Chair, since most IAB members tend to focus on just a subset of IAB issues or technical areas.

2. Other duties include:

> a. Coordinating the IAB meeting schedule
> b. Constructing meeting agendas
> c. Assisting in running meetings
> d. Capturing notes and action items
> e. Producing and posting public minutes once they are approved by the board
> f. Producing minutes of the Technical Plenary
> g. Documenting IAB processes and background material on the internal wiki in order to capture the organizational history as board members turnover.
> h. Taking on specific projects or tasks for the board, such as drafting correspondence or assisting with the updating / upgrading of infrastructure components (e.g. website redesign).
> i. As need is determined by the IAB Chair or Executive Director, provide support for designated IAB Projects similar to that provided for the full IAB.

3. The Executive Assistant also handles various IAB logistics and elements of the IAB information flow, such as:

> a. Managing mailing lists
> b. Running polls
> c. Building and maintaining the IAB website and internal wiki.

B. Technical Responsibilities

1. It is helpful if the Executive Assistant has some understanding of the organizational and political environment in which the IAB operates; the working model of the IAB allows for very frank and open discussion among board members, and often the Executive Assistant needs to summarize these discussions into a form that is appropriate for public distribution (e.g. meeting minutes).

C. IETF Meeting Weeks and IAB Retreats

1. The week of each IETF meeting is busy for the IAB Chair, and consequently for the Executive Assistant. The IAB, and various subsets of the IAB, have numerous meetings during

IETF, and the Executive Assistant assists with planning and logistics for many of these. For this reason the Executive Assistant's participation at IETF meetings is quite important, usually beginning the Saturday before the meeting and lasting through Friday evening.

2. The Executive Assistant assists in a similar manner during the annual IAB retreat (usually 2 days), and may participate in other IAB workshops and meetings throughout the year.

D. Operational Structure

1. The Executive Assistant reports to the IAB Chair in the performance of his/her responsibilities.

2. The IAOC will define the approach to fill the Executive Assistant position that meets the requirements defined in this SOW.

E. Travel

1. The Exec Assistant is expected to attend the three (3) IETF meetings per year, plus such retreats or workshops as the IAB Chair may require, subject to available funds in the Budget.

2. Travel policies regarding class of travel, compensable expenses, invoicing requirements, etc. in effect are those of the Internet Society.

F. Confidentiality

1. The Executive Assistant is privy to confidential IAB information and is bound by the same disclosure rules as all IAB members.

E. RFC Publisher Services

<u>Overview.</u>
Vendor shall maintain and make minor corrections and updates to the current suite of "tools" utilized in connection with the RFC Editor services functions, a list of which follows. Vendor's obligation to update such tools shall be limited to any correction of any bugs or performance issues that arise during the term of the Agreement.

Reference: This Statement of Work was prepared based on RFC 4714, "Requirements for IETF Technical Publication Service", and the framework for the RFC Editor function expressed in RFC 4844 and RFC 5620. Additionally, various IETF process documents and operational procedures affect the work of the RFC Editor.

As described in RFC 4844, RFCs are documents generated by one of the four streams:

(i)   The Internet Engineering Task Force (IETF),

(ii)   The Internet Research Task Force (IRTF),
(iii) The Internet Architecture Board (IAB), and
(iv)   Independent Submissions.

The IETF, IRTF and IAB streams are managed by the Internet Engineering Steering Group (IESG), the Internet Research Steering Group (IRSG), and the IAB, respectively. The independent submissions stream is managed by the Independent Submissions Editor (ISE).

Where reference is made to individuals or roles that may authorize certain actions, these individuals or roles will be identified from time to time by the IAB, IESG, IRSG, and ISE for their respective streams.

A. RFC Publication and Access

1. The RFC is published when a 'ready-to-publish' document has arrived from the RFC Production Center. This action includes putting the publication-format document(s) online, publishing index files, and archiving a record of the interactions concerning these documents, as provided by the stream, and all final source and text files. At this time, the document is announced to the community. The date of announcement is defined as the date of publication. The archives are, by default, not public.

2. RFCs are published on the Publisher's website. This site includes one or more indexes with hyperlinked access to published documents as well as a convenient search engine. The search engine will return a catalog ("index") entry for one or more RFCs, matching on title, keywords, author, or number. The Publisher also provides access to individual RFCs and to collections of RFCs using SMTP, FTP, and RSync and other technologies as directed by the IAD. Keywords are determined by (i) author submission, (ii) RFC Production Center determination, and (iii) previous use for a document being obsoleted.

3. Websites Support. The Vendor shall provide a distributed Web service for rfc-editor.org. This includes:
    (i) providing at least two (2) independent, geographically separate sites, each capable of
    serving 2+ Mb/sec of data over Web and FTP.
    (ii) allowing for updates of appropriate material by stream managers or their
    representatives and the Production Center,
    (iii) storage area adequate for all published RFCs as well as the archives,
    (iv) the provision of monthly reports of website performance, including whether
    improvements were made to increase the capacity above the 2+ Mb/sec of data over Web
    and FTP,
    (v) develop content as directed by IAD,
    (vi) provide and maintain site-map style indexing (in addition to the search function),
    (vii) apply common look-and-feel for all pages (apart from user-supplied content),
    including providing templates and style sheets for stream managers, Production Center
    and the RFC Series Editor,(viii) update web pages on request and within time limits
    specified by the contract,
    (ix) provide public feeds (ATOMPUB, RSS, etc.) as appropriate, and

(x) provide continual incremental improvements, including regularly redesigning web page trees to respond to common usage patterns. However, stable identifiers must be maintained for the RFCs, archives, Errata, indices and other items.

4. Mailing Lists Services. With respect to all authorized RFC Editor services mailing lists the Vendor shall provide the following services:

(i) the ability to host 12 or more mailing lists,
(ii) Web-based mailing list maintenance tools.
(iii) commercially reasonable spam filtering measures, including, at a minimum, those spam filtering measures the Vendor takes to protect its own internal and external mailing lists,
(iv) dual redundant systems except during scheduled maintenance, during which time at least one system should be available.
(v) collection and storage of plain text and HTML-ized archives for all RFC Editor services lists, including RFC Services mailing lists, if any, not hosted by the Publisher where Vendor has been provided access authority or that are provided to Vendor in a format for which Vendor is able to archive in accordance with Section 2(e) above, and
(vi) spam moderation of the RFC Editor lists.

5. Customer Support Services. Vendor shall provide a trouble ticketing service that provides a ticket queue system with customizable queues. Messages sent to certain conventional addresses, such as help@rfc-editor.org and others, shall automatically enter the ticket system.

6. IP Support. Vendor shall provide world-class IP support, IPv4 and IPv6. All services should be accessible from IPv4 and IPv6, with no difference in performance, quality, delay, and support.

7. Subdomain Support. Vendor shall provide DNS delegation and DNS support for any RFC-Editor subdomains approved by the IAD.

8. Services Security. Services are to be protected by best commercial practice industry standard security mechanisms, such as DNSSEC.

9. Backups. Vendor shall follow best commercial practices to provide a robust backup capability.

10. Distributed Information
(i) Official Archives, and
(ii) RSS and ATOM feeds

11. Tools.

(i) Vendor shall maintain, correct and update the current suite of "tools" utilized in connection with the RFC Editor services functions, a list of which follows. Vendor's obligation to so update such tools shall be limited to any correction of any bugs or

performance issues that arise during the term of the Agreement, as well as minor extensions and enhancements requested by the IAD. Such maintenance, corrections and updates shall be at no additional charge.

(ii) All non-proprietary tools shall be open sourced and with a license as directed by IAD. The use of tools that are not open source must be approved in advance by the IAD.

(iii) Vendor shall provide and maintain an online Tools Development and Proposal Management Report.

(iv) Future tools may be separately contracted and may be put out for separate bid.

B. Maintenance of archives, indices, errata and lists associated with RFCs
   The Publisher is the custodian of records on behalf of the IETF Trust.

   1. Indexing: Publishing of the Catalog

      (i) Publish the index of all published documents
      (ii) Provide the permanent archive for published documents
      (iii) Store and update meta information associated with a published document as its status changes
      (iv) Secure the archive to prevent the modification of published documents by external parties
      (v) Provide the permanent archive of any source documents associated with a published document
      (vi) Archive records associated with the editing and publication of each document. Current archives consist of fewer than fifteen, four drawer filing cabinets.
      (vii) Surrender materials on termination of contract to the IETF Trust.

   2. Post Publication Corrections

      (i) Maintain a tool for accepting errata for published documents and interacting with the streams for errata evaluation and approval. The specific process to be agreed between the IAB, the stream managers, and the RFC Series Editor.
      (ii) Provide access to the relevant errata and associated information (such as approval and classification) as part of the information associated with an RFC

   3. Access to Published Documents

      (i) Provide search tools for finding published documents and relevant meta information associated with a published document, and display meta information for example: category of document, maturity level (if standards track), obsoleted by or updated by information (as provided by the streams), and associated errata
      (ii) Integrate Publisher search tools with the IETF search tools as appropriate
      (iii) Provide direct access to published RFCs, by generally used methods such as, ftp, http and rsync.

C. Communication of relevant RFC processing information online

The Publisher shall maintain a website on which will be the following information:
1. Publication Status Tracking
    (i) Provide state information for each document in the publication process
    (ii) Integrate Production Center state information with the IETF tools to provide end-to-end status tracking of documents
    (iii) Provide external visibility of not only the fact that a document is in an extended waiting period, but also the token-holder and circumstances of the wait

2. Publishing Publication Statistics and Status Reports
    (i) Publish reports provided by the Production Center, stream managers and RFC Series Editor

D. Liaison, Coordination, and Collaboration

1. Provide a contact email address and correspond as required to progress the publication work, and address queries from both inside and outside of the community.

2. The Publisher may interact with stream managers, authors, reviewers, the RFC Productions Center, the RSE, the IAB, the IAOC, the IAD, and others in the proper performance of its responsibilities.

3. The Publisher may integrate its document tracking system with the automated tools employed by the RFC Production Center and the IETF.

4. Through liaison participants, the Publisher may take part in IESG and IAB formal meetings, usually telechats, and may participate in IESG and IAB face-to-face activities at IETF meetings, and other activities such as retreats when requested.

5. The Publisher may be requested to participate in coordination conferences with stream managers, the RFC Series Editor, the RFC Production Center, the IAB representative, the IETF representative, the IAD, and others.

6. The Publisher may be requested to make regular reports at IETF meetings, online, in writing, and/or in person.

E. Specific Deliverables

In addition to the foregoing functions and tasks there are specific deliverables:

1. The Publisher's Procedures Manual
    (i) The Publisher shall prepare a Procedures Manual describing with clear detail each task performed in the provision of publication services.
2. System Documentation
    (i) The Publisher will document the systems supporting the publication process.
3. Information Systems and Tools Development
    (i) Tools development includes systems development in direct support of the Publisher,

enhancements and applications providing for 3rd party interaction and shall be undertaken with goals of:

      a) Improving performance of staff,
      b) Participation of necessary 3rd parties,
      c) Interaction with the RFC Series Editor, RFC Production Center, and the Internet-Draft Tracker,
      d) Portability during a future transition, if any, and

(ii) All tools development shall be open source, unless approved by the IAD.

4. Innovations

(i) The Publisher will continuously examine its process for possible improvements, experiment with feasible and useful ones, and adopt those that succeed.

      a) Innovations to Improve Efficiency
      b) Innovations to Improve Coordination and Transparency
      c) Innovations to Improve Quality

(ii) The Publisher will attempt steady progress on their proposed innovations and shall report progress thereon quarterly.

(iii) Note that some of the innovations will require community input before work can begin.

5. Enhancements

(i) The Publisher will provide enhancements upon the approval of the IAD. Such enhancements may include:

      a) Support for RSS feeds
      b) String searches within an RFC

F. Process and Document Evolution

1. Participate in the discussions of changes to author guidelines, the technical publication process, and with the RSE and the IAB, as needed, for policy changes.

2. Participate in and support process experiments proposed by the community involving the technical publication process that may improve the RFC series process.

G. Legal Proceedings

The Publisher may be called upon to provide and authenticate documents, including RFCs and other material in its archives in legal proceedings. Frequently this is accomplished through an affidavit, occasionally through an appearance in court.

H. Accountability

1. The Publisher is responsible for compliance with policies, processes and procedures as they relate to the consistency of the RFC series.

2. The Publisher must respond to the RFC Series Editor for matters concerning to RFC series consistency.

3. The RFC Series Editor may refer contractual matters involving Publisher compliance to the policies, processes and procedures to the IAOC.

RFC Publisher Work Standards

INTRODUCTION

       a)   Vendor will provide the services set forth in the SOW in accordance with the service levels set forth herein ("Service Levels"). In the event that Vendor does not meet the defined Service Levels, ISOC shall be entitled to receive credits, against its monthly invoice, for the sums due for the month in which the Service Level failure occurs ("Service Credit"), as more fully described herein. Except as set forth in Section 2 below ("Chronic Failure"), the penalties described more fully herein shall be the sole and exclusive remedies for failure to meet one or more Service Levels.

       b)   The applicable Service Levels are set forth below and are organized by category ("Service Level Agreement (SLA) Category"), sub-categories and SLA tasks. Each task has an SLA number. Service Credits will be applied to the monthly invoice for the billing period following the month in which the Service Level reports were generated.

       c)   This section has been removed for Business Confidential reasons.
                    This section discusses financial terms of the SLAs.

       d)   In addition, the Parties shall, by sixty (60) days of the start of the contract, by mutual written agreement, establish a SLA Schedule that sets forth the maximum Service Credit amounts.

       e)   The SLA Schedule shall also set forth the relative weight and tier level of each task within the SLA Categories, including their applicable individual Service Credit amounts.

       f)   In accordance with Section 1.4(b) of the Agreement, Vendor may not be liable for a deficiency in performing the Work to the extent that such deficiency results directly from the IETF Community's failure to provide timely and material Cooperation.

       g)   An event that impacts more than one (1) SLA shall only be credited towards one of the SLAs, of the customer's choice, and not towards all of the SLAs that were potentially impacted.

CHRONIC FAILURE

    In addition to the termination provisions contained in the Agreement, in the event that Vendor: (i) fails to meet any of the Tier-1 SLA tasks (as set forth herein) for a total of three (3) consecutive months or for any four (4) months in any given six (6) month period, or (ii) fails to meet any of the Tier-2 SLA tasks (as set forth herein) for a period of six (6) consecutive months, ISOC shall have the right to terminate the Agreement, the relevant SOW or the affected Work or Subset, in each case upon at least sixty (60) days written notice to Vendor.

COMMENCEMENT OF OBLIGATIONS

       Vendor obligations set forth herein, including its obligation to measure, achieve and report on the Service Levels, shall commence, with respect to each Service Level, on the date in which Vendor begins

to provide the Work to the ISOC as defined by the Effective Date.   From such date, Vendor will be responsible to provide measurement data in support of the applicable Service Levels provided, however, that for the first one hundred eighty (180) days following the Effective Date Vendor shall not be responsible for applying Service Credits to invoices for any failures to attain any of the Service Levels.

4.   SERVICE LEVEL REPORTS

Vendor will provide monthly measurement data in its Service Level Reports which shall be delivered to the IAD no later than the fifteenth (15th) day following the month in which the SLAs tasks were measured. The reports will provide the data relative to Vendor performance for the delivery of each SLA task and identify applicable service credits, if any. Credit disputes will be resolved in accordance with section 2.2 of the Agreement.

5.   SLAs

Below are the set of initial SLAs that may be modified from time to time by mutual written agreement of the Parties.

1. Publish a 'ready-to-publish' document that has arrived from the RFC Production Center. This action includes putting the publication-format document(s) online, publishing index files, and archiving a record of the interactions concerning these documents, as provided by the stream, and all final source and text files. At this time, the document is announced to the community. The date of announcement is defined as the date of publication.

2. Provide the following on the Publisher's website: one or more indexes with hyperlinked access to published documents as well as a convenient search engine. The search engine will return a catalog ("index") entry for one or more RFCs, matching on title, keywords, author, or number. The Publisher also provides access to individual RFCs and to collections of RFCs using SMTP, FTP, and rsync and other technologies as directed by the IAD.   Keywords are determined by (i) author submission, (ii) RFC Production Center determination, and (iii) previous use for a document being obsoleted.

3. Provide a distributed Web service for rfc-editor.org. This includes:
          (i) providing at least two (2) independent, geographically separate sites, each capable of serving 2+ Mb/sec of data over Web and FTP.
          (ii) allowing for updates of appropriate material by stream managers or their representatives and the Production Center,
          (iii) storage area adequate for all published RFCs as well as the archives,
          (iv) the provision of monthly reports of website performance, including whether improvements were made to increase the capacity above the 2+ Mb/sec of data over Web and FTP,
           (v) provide and maintain site-map style indexing (in addition to the search function)
           (vi) provide public feeds (ATOMPUB, RSS, etc.) as appropriate, and

4. Provide Mailing Lists Services. With respect to all authorized RFC Editor services mailing lists the Vendor shall provide the following services:

           (i) the ability to host 12 or more mailing lists,
          (ii) Web-based mailing list maintenance tools.
          (iii) commercially reasonable spam filtering measures, including, at a   minimum, those spam filtering measures the Vendor takes to protect its own internal and external mailing lists,

(iv) dual redundant systems except during scheduled maintenance, during which time at least one system should be available.

(v) collection and storage of plain text and HTML-ized archives for all RFC Editor services lists, including RFC Services mailing lists, if any, not hosted by the Publisher where Vendor has been provided access authority or that are provided to Vendor in a format for which Vendor is able to archive in accordance with Section 2(e) above, and

(vi) spam moderation of the RFC Editor lists.

5. Provide Customer Support Services. Vendor shall provide a trouble ticketing service that provides a ticket queue system with customizable queues. Messages sent to certain conventional addresses, such as help@rfc-editor.org and others, shall automatically enter the ticket system.

6. Provide IP Support. Vendor shall provide world-class IP support, IPv4 and IPv6. All services should be accessible from IPv4 and IPv6, with no difference in performance, quality, delay, and support.

7. Provide Subdomain Support. Vendor shall provide DNS delegation and DNS support for any RFC-Editor subdomains approved by the IAD.

8. Provide provide Data Services Security. Services are to be protected by best commercial practice industry standard security mechanisms, such as DNSSEC.

9. Provide Backups
Backups shall follow best commercial practices to provide a robust backup capability.

10. Provide Distributed Information:
(i) Official Archives, and
(ii) RSS and ATOM feeds

11. Provide Tools:

(i) Vendor shall maintain and make minor corrections and updates to the current suite of "tools" utilized in connection with the RFC Editor services functions, a list of which is attached in Appendix 2. Vendor's obligation to so update such tools shall be limited to any correction of any bugs or performance issues that arise during the term of the Agreement.

(ii) All non-proprietary tools shall be open sourced and with a license as directed by IAD. The use of tools that are not open source must be approved in advance by the IAD.

(iii) Vendor shall provide and maintain an online Tools Development and Proposal Management Report.

(iv) Future tools may be separately contracted and may be put out for separate bid.

B. Provide Maintenance of archives, indices, errata and lists associated with RFCs. The Publisher is the custodian of records on behalf of the IETF Trust.

1. Indexing: Publishing of the Catalog
 (i) Publish the index of all published documents
 (ii) Provide the permanent archive for published documents

 (iii) Store and update meta information associated with a published document as its status changes

(iv) Secure the archive to prevent the modification of published documents by external parties

(v) Provide the permanent archive of any source documents associated with a published document

(vi) Archive records associated with the editing and publication of each document. Current archives consist of fewer than fifteen, four drawer filing cabinets.
(vii) Surrender materials on termination of contract to the IETF Trust.

2. Post Publication Corrections

(i) Maintain a tool for accepting errata for published documents and interacting with the streams for errata evaluation and approval. The specific process to be agreed between the IAB, the stream managers, and the RFC Series Editor.

(ii) Provide access to the relevant errata and associated information (such as approval and classification) as part of the information associated with an RFC

3. Access to Published Documents
(i) Provide search tools for finding published documents and relevant meta information associated with a published document, and display meta information for example: category of document, maturity level (if standards track), obsoleted by or updated by information (as provided by the streams), and associated errata

(ii) Integrate Publisher search tools with the IETF search tools as appropriate

(iii) Provide direct access to published RFCs, by generally used methods such as, ftp, http and rsync.

C. Provide Communication of relevant RFC processing information online

The Publisher shall maintain a website on which will be the following information:
1. Publication Status Tracking
(i) Provide state information for each document in the publication process
(ii) Integrate Production Center state information with the IETF tools to provide end-to-end status tracking of documents
(iii) Provide external visibility of not only the fact that a document is in an extended waiting period, but also the token-holder and circumstances of the wait

2. Publishing Publication Statistics and Status Reports
(i) Publish reports provided by the Production Center, stream managers and RFC Series Editor

D. Provide Liaison, Coordination, and Collaboration

1. Provide a contact email address and correspond as required to progress the publication work, and address queries from both inside and outside of the community.

2. The Publisher may interact with stream managers, authors, reviewers, the RFC Productions Center, the RSE, the IAB, the IAOC, the IAD, and others in the proper performance of its responsibilities.

3. The Publisher may integrate its document tracking system with the automated tools employed by the RFC Production Center and the IETF.

4. Through liaison participants, the Publisher may take part in IESG and IAB formal meetings, usually telechats, and may participate in IESG and IAB face-to-face activities at IETF meetings, and other activities such as retreats when requested.

5. The Publisher may be requested to participate in coordination conferences with stream managers, the RFC Series Editor, the RFC Production Center, the IAB representative, the IETF representative, the IAD, and others.

6. The Publisher may be requested to make regular reports at IETF meetings, online, in writing, and/or in person.

E. Provide Specific Deliverables

In addition to the foregoing functions and tasks there are specific deliverables:

1. The Publisher's Procedures Manual

(i) The Publisher shall prepare a Procedures Manual describing with clear detail each task performed in the provision of publication services.

2. System Documentation

(i) The Publisher will document the systems supporting the publication process.

F. Provide Process and Document Evolution
1. Participate in the discussions of changes to author guidelines, the technical publication process, and with the RSE and the IAB, as needed, for policy changes.

2. Participate in and support process experiments proposed by the community involving the technical publication process that may improve the RFC series process.

G. Provide Legal Proceedings

The Publisher may be called upon to provide and authenticate documents, including RFCs and other material in its archives in legal proceedings. Frequently this is accomplished through an affidavit, occasionally through an appearance in court.

H. Provide Accountability

1. The Publisher is responsible for compliance with policies, processes and procedures as they relate to the consistency of the RFC series.

2. The Publisher must respond to the RFC Series Editor for matters concerning to RFC series consistency.

3. The RFC Series Editor may refer contractual matters involving Publisher compliance to the policies, processes and procedures to the IAOC.

RFC Editor Tools

1. Work flow application (document management tool, an internal web application)

2. Various scripts for queue statistics (includes draftstat)

3. Various scripts for publication/announcement process

4. Errata system (public side and verification side)

5. Various tools for editorial checks and placing files
   - a. add_new
   - b. AUTH48post
   - c. ckrefs (uses Joe Touch's rfc-what-i-mean, with permission)
   - d. ckText
   - e. cleanup
   - f. copy2number
   - g. dotblank
   - h. dupewords
   - i. fix.pl
   - j. htmlwdiff
   - k. make-rfc
   - l. maketocbv
   - m. matchref
   - n. postv2
   - o. printable
   - p. rfcstrip
   - q. SMICng (local copy)
   - r. tab8
   - s. tkdiff
   - t. wdiff
   - u. urltest.pl
   - v. xml2rfc (local copy)
   - w. xmllint (local copy)

6. External - Public Tools
   - a. xml2rfc - http://xml.resource.org
   - b. xml2rfc validator - http://www.fenron.net/~fenner/ietf/xml2rfc-valid/
   - c. rfcdiff - http://tools.ietf.org/rfcdiff
   - d. ABNF Parser - http://tools.ietf.org/tools/bap/abnf.cgi
   - e. ABNF extractor - http://tools.ietf.org/abnf/
   - f. NroffEdit

List of Appendices

Appendix 1: Current Secretariat Tools List
Appendix 2: IT Infrastructure Guidelines
Appendix 3: Customer Support Guidelines

Appendix 1

Current Secretariat Tools List

ARO Tools

      * Additional Meeting Request Tool (IESG Zone)
      * List Archive Search Tool (Public Zones: IAOC, IESG, IETF)
      * Dual-zone IESG List Search Tool (IETF Zone)
      * Nudge Tracker Tool (Internal AMS IETF Zone)

REG System Tools

      * Public Meeting Registration System
      * Meeting Statistics Tools
      * Onsite Meeting Checkin Tools
      * Meeting Wiki Tool

SEC Site Tools

      * Area Management Tool
      * Blue Sheet Creator
      * Drafts Tool, including Drafts Approval Tool
      * ID Submission Date Cutoff Control Tool
      * IPR Administration Tool
      * Interim Meeting Manager
      * Liaison Add new Relationship Tool
      * Meeting Manager
      * Meering Material Manager
      * Proceedings Generation Tool
      * Proceedings Manager
      * Role Definition Tool
      * Rolodex
      * Session Request Tool
      * Working Groups Management Tool

WWW Site Tools

      * Companion Wiki Tool
      * IDNITS Tool
      * NOMCOM Tool (Pending)
      * RFCDIFF Tool
      * TRACEROUTE Tool
      * Meeting Calendar (should be a tool, but manually managed by Cindy at present)

Other Internal Secretariat Tools

      * Disk Image Generator (for Meeting DVD Images)
      * Email ID Submission System/Auto Responder
      * IETF Monthly Report Generator
      * RT Ticketing System (Opensource)
      * Staff Calendar (Google Cal)
      * Webalizer Statistics Generator (Opensource)

Datatracker Site Perl Scripts

(These should be converted to Django and put in the sec site)

        * Announcement Tool
        * iTelechat Tool
        * IPR Secretariat Submission Tool
        * Liaison Administration Tool
        * WG Chairs List ("blue dot report")

Datatracker Site Django Tools - Used by AMS but Operated and Managed by Henrik
(These should be in the sec site but were instead absorbed by Henrik)

        * Datatracker Working Group Actions Tool
        * IESG Agenda Display and Package Tools

Appendix 2

IT Infrastructure Guidelines

I.   **Purpose**

This document contains definitions, general information and guidelines for operational functions with regard to the AMS IT Infrastructure Guidelines for the IETF community.

II.   **Definitions**
Reference AMS Customer Support Guidelines document.

III. **Guidelines**

A. Collocation

AMS has configured the major components of its networks in a manner designed to eliminate any single point of failure. All of the data centers are equipped with uninterruptible power supplies to ensure constant, uninterrupted power availability. Additionally, the data centers are located in different states. Each data center is always "live" with real time mirroring of databases to ensure no interruption of service in the case of an outage at one data center. The AMS network has been designed to meet carrier-grade performance standards. Performance results are monitored- on a continuous basis.

1. Data Center Security

The AMS Physical Security systems in Fremont, CA protect the AMS offices, data center, and Network Operations Center (NOC). The AMS Physical Security is comprised of the following systems:

1.   Building Door Camera Surveillance System

2.   High Security Locks and/or Access Systems

3.   Electronic Alarm Systems and Motion Detectors

2. Access (Visitor)

Anyone who does not have authorized access to a restricted area is considered to be a visitor. All visitors must be escorted and signed in. Visitors requiring access to restricted areas must have the following: An AMS point of contact (POC), a pre-arranged visit appointment and schedule, a valid photo I.D and when applicable, a written scope of work defining tasks to be performed. Normal working hours in the data center are from 08:00 to 17:00 Monday through Friday. Work performed outside these hours must be approved by the IT Director. No visitors are ever admitted to AMS data centers without advance arrangements and approval.

B. Name Service

1. Standards

AMS maintains DNS records for the IETF.   DNS change requests will be

submitted DNS will be submitted via (removed for Business Confidential reasons. This lists an email address.), until further notice by IAD. DNS requests from the IETF and approved by the IAD will be taken 'as-is' and responsibility for the accuracy of the request lies with the requestor.

2. TTL requirements

    TTL requirement deviating from the normal DNS template will need to be approved in writing.

3. Other requirements

    Additional requirements must be submitted first to AMS in the details of the request ticket.

C. Routing

AMS data centers are interconnected with dedicated EDIA high-speed optical connections which are provisioned from separate service providers and are physically routed on different paths.

D. Monitoring & Security (Including Spam Filtering)

1. Monitoring

    Monitoring of systems is provided by AMS staff, which provides tier 1 problem response and troubleshooting.

    AMS will monitor all pertinent and requested systems, pursuant to requirements outlined in contractual agreements. Additional requests for monitoring will be made via ticket request, and will need to be approved by both AMS and the IETF.

    a. Alerting

        Alerts will be responded to, based on requirements provided.

    b. Incident Reporting

        All incidents will be provided with a severity number, per the AMS Support. standards.

    c. Resolution

        Appropriate resolution actions and criteria will be followed based on incident severity level.

2. Security

    AMS will follow the guidelines outlined in this document when administering, supporting and protecting the IETF environment.

a.　Data/Server Security

　　　　　AMS will maintain network and server security based on best-practices and data sensitivity level.

　　　b.　Spam Filtering

　　　　　Spam filtering will be administered by AMS. Appropriate measures will be taken to provide protection from Spam. AMS will take commercially reasonable spam filtering measures, including, at a minimum, those spam filtering measures AMS takes to protect other clients and its own internal and external mailing lists.

E.　Provisioning core services (FTP & rsync)

　　1.　Time to provision

　　　　AMS will provision any requested services within the parameters outlined in the SOW and/or any contractual agreement. Any request for provisioning must be provided by the IETF via ticket to AMS.

　　2.　Q&A of provisioned services

　　　　AMS will provide basic testing to ensure that requested services have been provisioned correctly and that services are working within contractual parameters.

　　3.　Emergency Provisioning

　　　　Emergency provisioning outside of normal working hours will be done on a case-by-case basis per the contractual requirements.

F.　Cooperation & Coordination with Mirror Sites

AMS will coordinate any necessary interaction with secondary sites within the IETF network. Guidelines apply to both primary and secondary sites within the IETF network.

Appendix 3
Customer Support Guidelines

Definitions

"**Business Hours**" or "**business hours**" shall mean those hours contained within a Business Day as defined in Table 1 below.

"**Customer Facing Incidents**" or "**CFIs**" means the outages and impairments within AMS's Span of Control that adversely affect the IETF Community's ability to use the Secretariat Service.

"**Customer Span of Control**" means those areas of functionality with respect to the Secretariat Service that are under the control of the IETF Community. This includes all elements of the Customer's and/or Recipient's networks, which may affect AMS's provision of Services.

"**Customer Support**" means the personnel assigned by AMS to interface with the IETF Community on all CFIs. Customer Support shall be provided by AMS Help Desk.

"**Data Center**" or "**DC**" means the physical location in which AMS provides the facilities, equipment and personnel to offer the Secretariat Service. AMS will maintain at least two geographically distinct locations for IT services.

"**AMS Network Operations Center**" or "**AMS NOC**" means the location where AMS manages and monitors the operation of the Service.

"**AMS Span of Control**" means those areas of functionality with respect to the Secretariat Service that are under the control of AMS. The AMS Span of Control shall not include any Force Majeure Event or other event that is beyond the control of AMS in its role as a provider of the Secretariat Service.

"**Other Downtime**" means the total number of minutes in a given month during which Secretariat Service has been unavailable to the IETF Community due to causes that are not within the AMS Span of Control including, without limitation, incidents or outages due to any Force Majeure Event**.**

"**Scheduled Maintenance Time**" means total number of minutes in a given month that AMS has taken the Secretariat Service off-line to perform scheduled maintenance after providing notice, if required, to the IETF Community as described below.

"**Service Availability**" Service Availability shall mean the availability of the service for Secretariat Services. The measurement of Service Availability set forth in the Service Level Exhibit Table 2 shall not include any service unavailability arising from or due to elements beyond the AMS Span of Control (as set forth below).

"**Unscheduled Downtime**" means the total number of minutes in a given month during which the Secretariat Service has been unavailable to Customer due to causes within the AMS Span of Control.

AMS Responsibilities and Support Services
The following section sets forth the support responsibilities of AMS in connection with the provision of Secretariat Services pursuant to the Master Services Agreement Addendum. AMS responsibilities to provide these support services as described below shall apply to Customer and Recipient and shall be documented.

Responsibilities

AMS will provide service operations, maintenance and administration in support of the IETF community. At the IETF's written request, AMS shall assist with problem identification and resolution for incidents outside the AMS Span of Control.

AMS will remedy incidents, within its Span of Control, that have been identified either by AMS, or Customer or Recipient according to the procedures set forth below and the IETF Community will provide all relevant information, if available, to AMS.

With respect to incidents that occur in the Customer Span of Control or in areas outside the AMS Span of Control, AMS will: (i) make reasonable efforts to assist with the resolution of the incident; and (ii) support the IETF's Recipient's escalations; provided, however, that it is ultimately Customer's or Recipient's responsibility to resolve incidents that involve Customer Span of Control or incidents outside the AMS Span of Control.

AMS Support Services

Customer Support will be the interface between the IETF and AMS for support of service impacting incidents. This arrangement provides the IETF Community with a process to access AMS for reporting incidents, receiving updates and pursuing escalation. Table 1 provides Customer Support hours of operation and contact information.

Table 1 - AMS Customer Support Services Contact Information

	AMS Support Services
Hours of Operation	Business Hours (M-F) 8-4 p.m. PST
Contact Phone Number	(Removed for Business Confidential reasons)
E-mail Address	(Removed for Business Confidential reasons), until further notice by IAD

Trouble tickets can be opened directly with Customer Support via phone (removed for Business Confidential reasons), fax (to be assigned) or (removed for Business Confidential reasons) at any time. Email will primarily be used to provide follow-up information / confirmation of trouble tickets opened via phone call.
(Business Confidential terms removed here include: email addresses and phone numbers)

Data Center Capabilities
Physical and Network Security

The Data Center and its immediate perimeter will be monitored 24 hours per day, 7 days per week, 365 days per year. Access to the AMS facility and Data Center will be managed via separate security/access devices. Should AMS become aware of an unauthorized access to the Data Center that has an impact on

the Secretariat Service, AMS shall (i) notify Customer and/or Recipient in writing, until changed with concurrence of IAD, (ii) investigate the unauthorized access and (iii) prepare a corrective action plan to prevent further unauthorized access.

Incident Management
AMS Resolution Responsibilities

AMS will provide to Customer and Recipient the help desk support to (i) answer routine questions and resolve problems with respect to use of the Secretariat Service and (ii) enable the IETF Community to report any defect or any failure of Service. In addition to telephone access, Customer Support will include access by means of electronic mail. Customer and Recipient will contact Customer Support at the phone number set forth above.

All incidents concerning failures of any element or aspect of the Secretariat Service that cannot be solved by Customer or Recipient personnel or representatives after making reasonable efforts that are within the AMS Span of Control, will be reported to Customer Support pursuant to the procedures outlined below. Any reported incident that is caused by a failure that is outside the AMS Span of Control will be returned to IETF Community with an appropriate explanation. Further, if there is an incident being addressed by Customer Support that is within the Customer Span of Control and outside of the AMS Span of Control, the incident will be closed and returned to Customer and/or Recipient for proper resolution.

Customer Responsibilities

The following section identifies the responsibilities of Customer personnel and representatives under this document. Customer acknowledges that its failure to perform in accordance with the responsibilities set forth below or elsewhere in the Master Services Agreement, the Addendum or any other Exhibit or Addenda between the Parties, shall expressly waive any and all liabilities, damages and claims resulting out of AMS's failure to perform due to Customer's material noncompliance.

Incident Responsibilities

- Initiate a trouble ticket that clearly states the problem after gathering pertinent information about the incident, including message target number and any other additional information that the parties mutually determine is important to resolution of the incident.

- Provide AMS with necessary information that is relevant to the service

- Coordinate among Customer's operational and technical personnel as they interact with AMS or its designees for incident resolution.

Technical Responsibilities

- Understand and remain knowledgeable about problems that may arise during usage of the Secretariat Services to support all decisions.

- Understand and remain knowledgeable with respect to functionality of various Secretariat operations.

- Understand and remain knowledgeable about Customer setup's and be capable of discerning whether an incident is internal to Customer operations before identifying the incident as a trouble ticket for AMS.

- Resolve incidents or problems with the Secretariat Services that are within the Customer Span of Control.

Incident Handling by AMS

Customer Support will coordinate incident isolation, provide community notification and testing & repair work within AMS and all third party systems that are within the AMS Span of Control. During the incident isolation and troubleshooting process, Customer Support will communicate incident resolution progress to the IETF Community based upon the times specified on Table 2 below, and resolve the incidents in accordance with the timeframes specified in Table 2. Severity 1 issues are considered to be Unscheduled Downtime unless otherwise agreed to in writing by Customer.

Additionally, AMS will proactively inform the IETF Community when an issue or condition arises that necessitates the creation of trouble tickets. AMS will resolve incidents within the AMS Span of Control within the timeframes set forth below.

AMS will resolve outages within the timeframes set forth in Table 2. AMS will provide a similar commitment as set out in Table 2 to Recipient's

Table 2 – AMS Support Services Response and Incident Handling Notification Timetable

Severity Level	Conditions	Update Method	Resolution	Closure
Severity 1 Critical Business Impact	Complete loss of service and work cannot reasonably continue. Real or perceived data loss or corruption. An essential part of the service is unusable. No workaround is available.	**(Removed for Business Confidential reasons)**	First update within 8 hours of acknowledgement. Subsequent updates every 8 hours after first update. AMS's customer support will work continuously to resolve the problem. Customer acknowledges that it shall make available resources to AMS's customer support to assist in the resolution of the problem. Fixes will be applied as emergency patches. The Severity Level may be downgraded if a viable workaround is established.	Customer receives a workaround or information that resolves the issue. or a patch is implemented, if issue is due to a software defect within 3 hours. AMS shall provide root cause analysis and resolution on all Customer-specific Severity 1 issues.
Severity 2	This incident level is attained when any of the following conditions are met within AMS's Span of	**(Removed for Business Confidential reasons)**	Acknowledgement of issue within 2 business days with	Customer receives a workaround or

				information that resolves the issue. or a patch is implemented, if issue is due to a software defect within 2 business days
	Control: A significant degradation of the service occurs A high impact issue with a workaround. A critical capability cannot be accessed by a method that is part of the product design, but it can be accessed by one or more alternate methods. Essential functionality of the Secretariat Services operates in a way that is materially different from those described in this Addendum. • A complete outage of the following: • Any of the AMS support tools is unavailable. These tools include monitoring, and reporting tools or trouble ticketing system.		an estimated time to resolve. The Severity Level may be downgraded if a viable workaround is established and fixes included in the next maintenance release.	AMS shall provide root cause analysis and resolution on mutually agreed upon Severity 2 issues,
Severity 3	This incident level is attained when any of the following conditions are met: The Platform is usable but is not functioning in accordance with the requirements set forth in this Agreement and the error condition has no substantial impact. The Severity 3 trouble has a minor impact on Services or resource where it may cause some impact but the trouble can be circumvented.	**(Removed for Business Confidential reasons)**	AMS will open trouble tickets and report upon closure. Monthly reports will reflect all remaining open trouble tickets.	Acknowledge ment of issue within 2 business days with an estimated time to resolve. Fix or workaround in fourteen business days.

(Business Confidential terms removed here include: email addresses and phone numbers)

Escalation Procedures

An Escalation: Regardless of an incident's severity level, escalation is warranted and will occur according to the time for response as outlined on Table 3 below.

Escalation Path for Technical Support Issues: If Customer is not satisfied with the technical support provided by AMS; Customer may request escalation from the AMS Customer Service desk. The AMS customer support dispatcher will immediately escalate the call to the appropriate supervisory level, and a representative will contact the customer or recipient within two (2) hours (severity 1), four (4) hours (severity 2), or two (2) business days (severity 3).

Incident Reporting Process
Communicating Incidents

Customer will communicate incidents to AMS in the following manner:

- Customer will open trouble tickets via email (removed for Business Confidential reasons. This lists an email address.), until further notice by IAD   Trouble tickets can be reported at any time. Email will primarily be used to provide follow-up information / confirmation of trouble tickets opened.

Information for Incident Reporting

For each incident, Customer will provide AMS with necessary information that will facilitate timely problem determination and resolution. Upon notification of the incident, AMS will verify receipt of the necessary information. The following is the information that will be obtained from Customer for all reported incidents. (The information marked "Optional" is only required if it is available to Customer and determined by Customer to be appropriate):

- Reference number assigned by Customer (Optional);

- Time and date of the transaction in question (Customer to use reasonable commercial efforts to obtain this information);

- Description of the incident;

- Severity of the incident or problem ("Optional");

- List of those actions taken by Customer to verify the problem and resolve the incident;

- Other comments to provide additional information as needed ("Optional"); and

If clarification of this information is necessary to resolution of the incident, AMS will immediately contact Customer to request such clarification. AMS will begin investigating the incident upon receipt of the information and provide feedback to Customer as detailed in this Incident Reporting Process section. The trouble ticket is deemed "open" when AMS has received information outlined above. The trouble ticket will remain open until AMS believes that issue has been resolved. However, Customer may reopen the incident if desired for any reason at any time.
Incident Reports
Root Cause & Analysis ("RCA")

The purpose of the Root Cause and Analysis is to identify the cause of the incident and identify corrective actions to prevent its reoccurrence. For all Severity 1 tickets AMS will create an RCA and provide such report to Customer within three (3) business days of the close of the incident.

Maintenance Management
Planned Maintenance by AMS

AMS will ensure that any planned maintenance events will be executed in a well-coordinated manner. Proper execution includes advance notification to the IETF Community by Customer Support through the use of mailing lists and posting on the website and approval by the IAD.

AMS conducts planned maintenance activities on a regular, scheduled basis. This schedule will be coordinated with the IAD and communicated to the IETF community.
Service Interruptions and Advanced Notification Requirements

For all other Scheduled maintenance activities, AMS will provide the IAD with at least three (3) business days advance notice via e-mail. AMS will assume that the scheduled maintenance is acceptable unless AMS is advised via e-mail within one (1) business day prior to the time of the planned event

AMS reserves the right to execute emergency maintenance at any time without notice, but will notify the IAD and the IETF Community as soon as possible (targeting notification at least 120 minutes prior to event). "Emergency" shall mean that AMS has become aware of a problem that, if an immediate remedy is not implemented, will prevent AMS from continuing to support and provide the elements and aspects of the Secretariat Service. Any downtime that would otherwise meet the definition of Unscheduled Downtime and which results from emergency maintenance will be included as "Unscheduled Downtime" from the overall system availability measurement.

Canceling Planned Service Interruptions

In the event of an IETF emergency, the IAD may request to cancel a planned service interruption. AMS will make commercially reasonable efforts to cancel the service interruption, if it does not impact other required maintenance and if the IAD notifies AMS within 24 hours prior to the scheduled start time of the maintenance window. Any notification of cancellation must come directly from the IAD or IAOC via phone, fax or email.

Restrictions Associated with Customer's Cancellation

In the event that the IAD cancels a planned service interruption, any downtime that results from failure to perform the maintenance that otherwise would have been performed during the planned service interruption will be excluded from the overall Service Availability measurement and the "Unscheduled Downtime" as defined.

THIS WORK STANDARDS EXHIBIT ("**Exhibit**") is subject to, and is made a part of, the Services Agreement (the "**Agreement**"), between Association Management Solutions, LLC a California Limited Liability Company ("AMS") and the Internet Society, a District of Columbia nonprofit corporation ("ISOC") (each a "**Party**" and, collectively, the "**Parties**").   Terms not defined in this document shall have the meaning set forth in the Agreement.

1.   INTRODUCTION

a)   AMS will provide the services set forth in the SOW in accordance with the service levels set forth herein ("Service Levels"). In the event that AMS does not meet the defined Service Levels, ISOC shall be entitled to receive credits, against its monthly invoice, for the sums due for the month in which the Service Level failure occurs ("Service Credit"), as more fully described herein. Except as set forth in Section 2 below ("Chronic Failure"), the penalties described more fully herein shall be the sole and exclusive remedies for failure to meet one or more Service Levels.

b)   The applicable Service Levels are set forth below and are organized by category ("Service Level Agreement (SLA) Category"), sub-categories and SLA tasks. Each task has an SLA number. The three SLA Categories are for (i) Meetings, (ii) Clerical functions and (iii) Infrastructure functions. The Meetings SLA shall be calculated on a per Meeting basis. Clerical and Infrastructure SLAs shall be calculated on a monthly basis. Service Credits will be applied to the monthly invoice for the billing period following the month in which the Service Level reports were generated.

c)   This section has been removed for Business Confidential reasons.
        This section discusses financial terms of the SLAs.

d)   In addition, the Parties shall, by no later than July 1, 2012, by mutual written agreement, establish a SLA Schedule that sets forth the maximum Service Credit amounts for each of the three SLA Categories and Financial Management that comprise the Total Cap.

e)   The SLA Schedule shall also set forth the relative weight and tier level of each task within the SLA Categories, including their applicable individual Service Credit amounts.

f)   In accordance with Section 1.4(b) of the Agreement, AMS may not be liable for a deficiency in performing the Work to the extent that such deficiency results directly from the IETF Community's failure to provide timely and material Cooperation.

g)   An event that impacts more than one (1) SLA shall only be credited towards one of the SLAs, of the customer's choice, and not towards all of the SLAs that were potentially impacted.

2.   CHRONIC FAILURE

In addition to the termination provisions contained in the Agreement, in the event that AMS: (i) fails to meet any of the Tier-1 SLA tasks (as set forth herein) for a total of three (3) consecutive months or for any four (4) months in any given six (6) month period, or (ii) fails to meet any of the Tier-2 SLA tasks (as set forth herein) for a period of six (6) consecutive months, ISOC shall have the right to terminate the Agreement, the relevant SOW or the affected Work or Subset, in each case upon at least sixty (60) days written notice to AMS.

3.   COMMENCEMENT OF OBLIGATIONS

AMS' obligations set forth herein, including its obligation to measure, achieve and report on the

Service Levels, shall commence, with respect to each Service Level, on the date in which AMS begins to provide the Work to the ISOC as defined in the SOW ("Commencement of Service Date"). From such date, AMS will be responsible to provide measurement data in support of the applicable Service Levels provided, however, that for the first one hundred eighty (180) days following the Commencement of Service Date ("Ramp-up Period"), AMS shall not be responsible for applying Service Credits to invoices for any failures to attain any of the Service Levels.

4. SERVICE LEVEL REPORTS

AMS will provide quarterly measurement data in its Service Level Reports which shall be delivered to the IAD no later than the fifteenth (15th) day following the month in which the SLAs tasks were measured. The reports will provide the data relative to AMS' performance for the delivery of each SLA task and identify applicable service credits, if any. Credit disputes will be resolved in accordance with section 2.2 of the Agreement.

5. SLAs / Remedies. Below are the set of initial SLAs which may be modified from time to time by mutual written agreement of the Parties.

a) <u>Financial Management.</u>

SLA i: Meeting Proposed Budget. In the event that AMS fails to provide a proposed budget before venue contract execution as set forth in 2.1a.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA ii: Meeting Budget. In the event that AMS fails to provide a budget following venue contract execution as set forth in 2.1a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA iii: Meeting Financial Report. In the event that AMS fails to provide a financial report of each Meeting to the IAD, an interim within 30 days, and a final report due upon the Master Account reconciliation, but not later than 90 days, following the meeting as set forth in 2.1a.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA iv: Master Account Reconciliation. In the event that AMS fails to pursue a Master Account reconciliation in a diligent and expeditious manner as set forth in 2.1a.iv of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA v: Meeting and Social Registrations Fee. In the event that AMS fails to provide a statement of meeting and social registrations fee payments weekly as set forth in 2.1a.v of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA vi: Meeting Budget Report. In the event that AMS fails to provide a Meeting Budget Report of actual versus budget performance for each meeting as set forth in 2.1a.vi of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA vii: Meeting Budget Approval. In the event that AMS fails to obtain budget approval by the IAD for each meeting as set forth in 2.1a.vii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA viii: Year End Forecasts (YEF). In the event that AMS fails to update the YEF monthly, AMS shall credit ISOC the amount set forth in 2.1a.viii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA ix: Invoice Approval and Delivery. In the event that AMS fails to obtain prior approval by the IAD for reimbursed expenses or provide invoices within 30 days of incurring the cost, AMS shall credit ISOC the amount set forth in 2.1b.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA x: Invoice Delivery. In the event that AMS fails to provide invoices within 30 days of incurring the cost, AMS shall credit ISOC the amount set forth in 2.1c.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA xi: Development Schedule and Budget. In the event that AMS fails to obtain an approved schedule and budget before software development project work begins, AMS shall credit ISOC the amount set forth in 2.1c.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA xii: Monthly Development Report. In the event that AMS fails to provide monthly status report and financial report of each software development effort to the IAD with actual versus projected performance, AMS shall credit ISOC the amount set forth in 2.1c.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA xiii: Schedules and Budgets. In the event that AMS fails to obtain IAD approval for development schedules and budgets, AMS shall credit ISOC the amount set forth in 2.1c.iv of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule

b)   Meeting Tasks SLAs.

SLA 1: Number of Meetings. In the event that AMS fails to identify three (3) Meeting locations per calendar year as set forth in Section 3A.1.a of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 2: Meeting Venues. In the event AMS shall fail to use commercially reasonable efforts to nominate meeting venues no less than 1 year in advance, and to the extent possible, 2 years in advance, as set forth in Section 3A 1.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 3: Meeting Calendar. In the event AMS shall fail to propose meeting dates 2 years in advance as set forth in Section 3A.1.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 4: Competitive Bids. In the event that AMS fails to use commercially reasonable efforts or to gather multiple competitive bids for Meeting venues as set forth in Section 3A 1.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 5: Reservation of Hotel Rooms. In the event that AMS fails to reserve the appropriate number of hotel rooms in accordance with the instructions from the IAD as set forth in Section 3A 1.d.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 6: Wi-Fi Access in Hotels. In the event that AMS fails to arrange for Wi-Fi services, where commercially feasible, in accordance with Section 3A 1.d.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 7: Hotel Reservation Coordination Services. In the event that AMS is unable to provide hotel reservation services for the IAB, IESG, IAOC and ISOC officers in accordance with 3A 1.d.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 8: Commissions. In the event that AMS does not attempt to negotiate revenue sharing arrangements with hotels after receiving consent from the IAD or fails to remit such commissions as set forth in Section 3A 1.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 9: Arrangements for Meeting Accommodations. In the event that AMS fails to make arrangements for an appropriate amount of meeting space requested in a timely manner at the Meetings, as set forth in Section 3A 1.f.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 10: Schedule Group Sessions. In the event that AMS fails to schedule group sessions for Area Directors, Working Group and RG Chairs at the Meetings after timely requests for same, in accordance with Section 3A 1.f.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 11: Conference Rooms. In the event that AMS fails to arrange for conference rooms timely requested by Working Groups and other breakout meetings as set forth in Section 3A 1.f.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 12: Terminal Room. In the event that AMS fails to arrange for a Terminal Room to accommodate at least ten percent (10%) of expected attendees in accordance with Section 3A 1.f.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 13: Equipment and Power. In the event that AMS fails to arrange for audio visual equipment and electrical service for the conference rooms as set forth in Section 3A 1.f.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 14: NOC Communication. In the event that AMS fails to provide a mailing list for IETF meeting attendees to communicate issues/problems directly to the NOC team as set forth in Section 3A 1.f.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 15: Catering. In the event that AMS fails to provide the catering services as set forth or arrange for and coordinate the "Welcoming Reception" in Section 3A 1.f.v and vi of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 16: Registration Services. In the event that AMS fails to arrange for advance and on-site registration services for the Meeting as set forth in Section 3A 1.g.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 17: Collection of Meeting Fees. In the event that AMS fails to collect the Meeting fees in accordance with Exhibit D of the Services Agreement, as set forth in Section 3A 1.g.ii of

the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 18: Invitations. In the event that AMS fails to provide invitation letters as set forth in Section3A 1.g.iii of the SOW and Exhibit D, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 19: Coordination with Appropriate Parties. In the event that AMS fails to coordinate with appropriate parties on deploying network services as set forth in Section 3A 1.h.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 20: Call for Agendas. In the event that AMS fails to call for agenda requests or provide a means for posting agendas and presentations as set forth in Section 3A 1.h.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 21: Planning with Area Directors, IETF Chair, IAB Chair and IRTF Chair. In the event that AMS fails to plan the meeting schedule as set forth in Section 3A 1.h.iii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 22: Meeting Deliverables. In the event that AMS fails to (i) provide name badges and printed agendas for attendees; (ii) provide additional services, such as printing, stuffing registration tickets or accepting cash or check payment for the Social on site; and (iii) prepare a detailed timeline of various deadlines leading up to each meeting, such as start of registration, dates for submission of agenda requests, Internet-Draft submission deadlines, etc., which shall be published at least 4 months in advance and shall be strictly adhered to, as set forth in Section 3A 1.h.iv, v, and vi of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 23: Logging Attendance. In the event that AMS fails arrange for "blue sheets" as set forth in Section 3A 1.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 24: On-Site Security. In the event that AMS fails to arrange for on-site security for the Terminal Room and develop a security threat analysis and emergency plan prior to each meeting as set forth in Section 3A 1.j of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 25: Survey. In the event that AMS scores below seventy percent (70%), sixty percent (60%), or fifty percent (50%) on the community feedback surveys discussed in 3A 1.k.ii of the SOW, AMS shall credit ISOC the amounts set forth in the SLA Schedule.

c)   Clerical Tasks SLAs.

SLA 26: Arrange Telechats. In the event that AMS fails to arrange for Telechat services as set forth in Section 3B 2.a.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 27: IETF Document Tracking. In the event that AMS fails to maintain and administer IETF document tracking set forth in Section 3B.2.a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 28: IETF Mailing Lists. In the event that AMS fails to create, update, maintain and administer IETF mailing lists set forth in Section 3B 2.a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 29: Charters. In the event that AMS fails to maintain and administer charters set forth in Section 3B 2.a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 30: Milestone Tracking. In the event that AMS fails to maintain and administer milestone tracking as set forth in Section 3B 2.a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 31: IETF Websites. In the event that AMS fails to maintain and support the IETF websites as set forth in Section 3B 2.a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 32: Current Working Documents and Archives. In the event that AMS fails to maintain and support the current working documents and archives as set forth in Section 3B 2.a.ii of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 33: Publication of I-Ds. In the event that AMS fails to publish I-Ds and support the I-D repository as set forth in Section 3B 2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 34: Announcement of Last Calls. In the event that AMS fails to announce last calls in accordance with guidelines established in accordance with section 3B 2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 35: Maintenance of Tools. In the event that AMS fails to provide support for the maintenance the tools in accordance with guidelines established in accordance with section 3B 2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 36: Handling of IPR Disclosures. In the event that AMS fails to provide support for the handling the IPR disclosures in accordance with guidelines established in accordance with section 3B 2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 37: Publication of Official Actions. In the event that AMS fails to provide support for the publication of official actions in accordance with guidelines established in accordance with section II.2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 38: Communication of Status. In the event that AMS fails to provide support for the communication of status to relevant groups in accordance with guidelines established in accordance with section 3B 2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 39: Registration and Publication of Liaison Statements. In the event that AMS fails to provide support for the registration and publication of Liaison statements in accordance with guidelines established in accordance with section 3B 2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 40: Collection and Archiving of Presentations. In the event that AMS fails to perform the collection and archiving of presentations, including those of interim meetings in accordance with section II.2.b of the SOW and IESG meeting in accordance with Section 3B 2.c,

AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 41: Scheduling of IESG Meetings. In the event that AMS fails to schedule IESG meetings as set forth in Section 3B 2.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 42: IESG Meeting Agendas. In the event that AMS fails to coordinate with the IESG members to create meeting agendas as set forth in Section 3B 2.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 43: IESG Meeting Minutes, Process Documents and Archives. In the event that AMS fails to (i) collect, maintain, administer the "high-level" meeting minutes; (ii) collect, maintain and administer the IESG process documents, including, but not limited to, "narrative" meeting minutes, statements, IONs; and (iii) create, maintain and administer the long-term archives of IESG meeting minutes as set forth in Section 3B 2.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 44: Support to Nominating Committee. In the event that AMS fails to support the Nominating Committee during the nomination and selection process for the leadership of the IETF as set forth in Section 3B 2.d of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 45: Storage of Mailing-list Archives. In the event that AMS is unable to collect and store mailing list archives for which it was given access, including those not hosted by AMS, as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 46: Storage of Expired Internet-drafts. In the event that AMS is unable to collect and store expired Internet-drafts for which it was given access as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 47: Storage of Working Group charters. In the event that AMS is unable to collect and store Working Group charters for which it was given access as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 48: Storage of Administrative Records. In the event that AMS is unable to collect and store administrative records for which it was given access as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 49: Storage of Web-site snapshots In the event that AMS is unable to collect and store Web-site snapshots for which it was given access as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 50: Storage of Minutes. In the event that AMS is unable to collect and store minutes for which it was given access as set forth in Section 3B 2.e and 3B 2.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 51: Storage of Jabber Logs. In the event that AMS fails to perform the services set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 52: Storage of Audio and Video Files. In the event that AMS is unable to collect and store audio and video archives for which it was given access as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 53: Storage of Blue Sheets and Meeting Proceedings. In the event that AMS is unable to collect and store meeting attendance logs ("Blue Sheets") for which it was given access and meeting proceedings as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 54: Meeting Proceedings. In the event that AMS is unable to collect and store meeting proceedings as set forth in Section 3B 2.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

d)   <u>Infrastructure Tasks SLAs.</u>

SLA 55: Network Presence. In the event that AMS fails to use commercially reasonable efforts to maintain the network presence of the IETF in the cited areas in accordance with guidelines established in accordance with section 3C.1.a of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 56: Maintenance of www.ietf.org. In the event that the websites www.ietf.org, www.iab.org, www.irtf.org and other IETF community domain names approved by the IAD are not available for at least 99.5% of the time measured on a monthly basis as set forth in Section 3C 1.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule. For the purpose of this SLA, the availability percentage shall equal $[(TM – SM – DM)/(TM – SM)] * 100$; Where: TM = Total Minutes in the calendar month (i.e.: #days*24hrs*60mins); SM = Scheduled Maintenance Time (in minutes); and DM = unscheduled downtime. Downtime shall not include time for which an end user is unable to access the websites due to a circumstance that is beyond the control of AMS or not caused by AMS' systems. In the event that AMS fails to perform the foregoing in SLA 56, and 3C.1.b, of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule

SLA 57: Trouble Ticketing Service. In the event that AMS fails to perform the infrastructure and clerical services set forth in Section 3C 1.d and 3C.2.b of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 58: Capacity of 50,000 messages per hour. In the event that AMS fails to provide the capacity for the IETF mailing lists to handle 50,000 messages per hour as set forth in Section 3C 3.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 59: Ability to host Mailing Lists. In the event that AMS is unable to host all of the active IETF mailing lists as set forth in Section 3C 3.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 60: Maintenance of Web-based mailing lists. In the event that Web-based mailing lists are not available for at least 99.5% of the time measured on a monthly basis as set forth in Section 3C 3.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule. Availability shall be measured in the same manner as set forth in SLA 55.

SLA 61: Implementation of Spam Filtering. In the event that AMS fails to use commercially reasonably spam filtering measures, including, at a minimum, those spam filtering

measures equivalent to the measures AMS takes to protect its own internal and external mailing lists as set forth in Section 3C 3.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 62: Dual Redundant Systems. In the event that AMS fails to provide dual redundant systems as set forth in Section 3C 3.c of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 63: Instant Messaging Service. In the event that AMS fails to maintain an instant messaging service that provides for chat sessions for meetings as set forth in Section 3C 3.e of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 64: Subdomain Support. In the event that AMS fails to provide DNS authorization and DNS support for IETF subdomains in accordance as set forth in Section 3C.3.g of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 65: IP Support. In the event that AMS fails to provide world-class IP support for IPv4 and IPv6 as set forth in Section 3C.3.f of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 66: Backups. In the event that AMS fails to provide best commercial practices to provide a robust backup capability as set forth in Section 3C.3.h of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 67: Distributed Information. In the event that AMS fails to provide distributed information using RSS and ATOM feeds as set forth in Section 3C.3.i of the SOW, AMS shall credit ISOC the amount set forth in the SLA Schedule.

EXHIBIT C: BUDGET

This section has been removed for Business Confidential reasons.

This section discusses financial terms of the Agreement.

EXHIBIT D: Meeting Registration and Fee Collection Procedures

THIS MEETING REGISTRATION AND FEE COLLECTION PROCEDURES EXHIBIT ("**Exhibit**") is subject to, and is made a part of, the Services Agreement (the "**Agreement**"), between Association Management Solutions, LLC a California Limited Liability Company ("**AMS**") and the Internet Society, a District of Columbia nonprofit corporation ("**ISOC**") (each a "**Party**" and, collectively, the "**Parties**"). Capitalized terms not defined in this document shall have the meaning set forth for them in the Agreement.

1. Registration Procedure

    a. Meeting attendees can register and make payments online and on-site.

    b. All registration information shall be collected and maintained in a registration database.

    c. Registrants will be provided a Registration Confirmation Number.

    d. Registrant substitutions are not allowed at this time.

    e. Payments can be by credit card, checks drawn on US banks, wire and cash (USD).

    f. Online pre-registration will close the Sunday of the week the meeting is scheduled.

    g. Registrations made within two (2) weeks of the meeting, and at the meeting, will incur a late fee, currently $150. The additional charge also applies to those who register before the meeting, but make payment within two (2) weeks of the meeting and on-site.

    h. AMS will email confirmation of payment. This confirmation will acknowledge receipt of payment.

    i. When requested, letters of invitation for Meetings in the United States will be provided within one (1) business day of receiving all of the information required to be submitted.   Letters of invitation for Meetings outside of the United States will be forwarded to the Meeting sponsor within one (1) business day of receiving all of the information required to be submitted.

    j. Student Registration

        i. Registrants who are full time students and who present a valid student ID card on-site are eligible for a reduced rate.

ii.	Students may register online or on-site at any time and not be subject to a late fee.

2.	Credit Card Procedures

a.	The IETF will accept all major credit cards, including American Express, Master Card, VISA, Discover and Diners Club.

b.	All credit card payments will be processed though the Registration Database.

c.	All payments will be remitted directly into the IETF Merchant Account.

d.	Refunds when appropriate will be paid by AMS from the Merchant Account upon approval by the IAD.

3.	Check, Cash, and Wire Procedures

a.	Checks, cash and wires shall be made into the IETF Merchant Account.

b.	All Registrants paying by check, wired funds or cash will fill out the forms maintained in the Registration Database and indicate the method of payment.

c.	Refunds when appropriate requiring payment by check or wire shall be requested by AMS and made by ISOC.

4.	Refund Procedures

a.	Registrants must cancel and request a refund to obtain one.

b.	Refunds, less a service fee of 10%, may be made when:

Registration has been cancelled by the registrant by 17:00 EST Monday, one week before the start of the meeting. Refunds will not be honored if requested after this date.

i.	Full refunds, with no service fee, will be provided when a visa has been denied.

5.	Accounts

a.	ISOC will establish (i) a merchant bank account used exclusively for the processing of registration fees paid by credit card, checks, cash and wires for the IETF Meetings ("**Merchant Account**").

b. The Merchant Account shall maintain a minimum balance ("Minimum Balance") of $5,000 to cover potential credit card refunds. The Parties agree that this minimum balance may be increased or decreased, based on the actual trends of refunds during the term of the Agreement.

6. AMS Authority and Responsibilities

a. AMS will be responsible for implementing the registration procedure in accordance with this Exhibit.

b. AMS will be responsible for obtaining the SSL certificate, operating, maintaining and ensuring the security of the on-line registration website and the operation and manning of the on-site registration desk.

c. AMS will maintain a registration database ("**Registration Database**") for the collection of pre-registration and on-site registration information.

d. The Registration Database will include the ability to:

i. Track registrant by name, contact information, address, company and Meeting;

ii. Track the registrant's method of payment;

iii. Indicate when payment will be made "on-site" or "later" if payment isn't via credit card; and

iv. Issue a receipt of payment via email upon receipt of payment.

e. AMS will act as ISOC's payment agent in establishing, testing, and maintaining the processes by which funds will be collected from the Registrants and deposited in the Merchant Account and/or, processed by the payment processors (including, but not limited to VISA, MasterCard, Discover, Diners Club and American Express) and remitted to the Merchant Account.

f. AMS will be authorized to monitor all account activity, and have the ability to initiate individual credit card refunds when appropriate from the Merchant Account; check and wire refunds, when appropriate, will be requested by AMS but paid by ISOC.

7. ISOC Authority and Responsibilities

a. ISOC shall ensure that AMS has the authority, pre-approvals and rights to perform its responsibilities with respect to the Merchant Account.

b. All costs for the maintenance of the Merchant Account, including and fees associated with "chargebacks" or credit card refunds, shall be borne exclusively by ISOC.

c. In the event that ISOC receives any fees for Meetings directly, it shall be its responsibility to deposit into the Merchant Account.

d. ISOC shall fund and maintain the minimum balance in the Merchant Account.

8. Deposit in ISOC Account

a. Funds deposited in the Merchant Account, above the minimum balance, will be automatically swept into the ISOC Bank Account monthly.

9. Records and Reports

a. Records and reports shall be provided in accordance with the Agreement as defined in Section 3.2.

EXHIBIT E: Escrow Agreement
This section has been removed for Business Confidential reasons.

This section discusses conditions under which AMS proprietary software may be placed in escrow.

EXHIBIT F: AMS Software License Agreement
This section has been removed for Business Confidential reasons.

This section discusses conditions under which the IETF Trust would have rights to AMS proprietary software.