

AGREEMENT

BETWEEN

NEUSTAR SECRETARIAT SERVICES, LLC

AND

THE INTERNET SOCIETY

DECEMBER 15, 2005

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SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of this 15th day of December, 2005 ("Effective Date"), by and between NeuStar Secretariat Services, LLC a Delaware Limited Liability Company ("NSS") and the Internet Society, District of Columbia nonprofit corporation ("ISOC"), acting on behalf of the Internet Engineering Task Force ("IETF") through the Internet Administrative Oversight Committee ("IAOC"). NSS and ISOC are collectively referred to herein as the "Parties", or individually as a "Party".

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 Internet Administrative Oversight Committee ("IAOC"), the work of IETF working groups, the Internet Engineering Steering Group ("IESG"), the Internet Architecture Board ("IAB"), and the Internet Research Task Force ("IRTF") (collectively, referred to as the "IETF Community");

Whereas, NSS 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 NSS Obligations.

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

(a) **Work.** NSS will perform the services as set forth in Exhibit A, 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.

(b) **Personnel.** NSS shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. More specifically, NSS shall designate a list of proposed qualified Key Personnel to be included in Exhibit A. Key Personnel positions include: (i) NSS Operations Manager, (ii) the IETF Meeting Planner, and the (iii) lead software development engineer/manager. In the event that any of these employees terminate their employment with NSS, either voluntarily or involuntarily, NSS shall notify the IAD and consult with the IAD on a suitable replacement with equal or greater qualifications. Nothing herein shall alter the fact that all employees of NSS, unless otherwise set forth by NSS at its sole discretion, shall be "employees-at-will" of NSS and may be terminated for any lawful reason.

(c) **Work Standards.** NSS 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. NSS 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. For the purposes of this Agreement, NeuStar, Inc., NSS' parent organization

shall not be considered a Subcontractor. NSS will provide all information regarding such Subcontractor which the IAD reasonably requests, including a summary of NSS's past experience with such Subcontractor. In the event that IAOC permits NSS to use the services of one or more Subcontractors, each such Subcontractor shall sign a written agreement imposing all of the relevant provisions and restrictions of this Agreement upon such Subcontractor to the same extent as NS and employees of NSS. NSS shall be fully responsible for each such Subcontractor's compliance with the applicable terms of this Agreement, and NSS shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. IAOC shall have no responsibility or obligation to any such Subcontractor, and NSS 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. NSS acknowledges that the IAD's consent to a Subcontractor does not relieve NSS of its obligations and liabilities hereunder.

1.3 Benefits. NSS 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 NSS's personnel. NSS 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) NSS may need timely information and data, decisions, assistance and cooperation from the IETF Community ("Cooperation"); and

(b) NSS 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 that has been described in Exhibit A, Exhibit B or any other writing mutually-agreed by NSS and IAOC.

2. PAYMENTS

2.1 Fees.

(a) **First Year Fees.** The Parties have agreed upon a "Budget" for the first year of Work, attached hereto as Exhibit C.

(b) **Subsequent Awards.** By July 1st of each year during the term of the Agreement plus any extensions, NSS shall propose a Budget, including "Permitted Expenses and Costs" as defined in Exhibit C, with supporting documentation, to perform the Work during the subsequent year. Unless extended by mutual consent, the Parties shall have sixty (60) days to reach an agreement on such fees. Each Budget shall be based on the estimated actual total costs of implementing the Services plus an additional service fee to NSS mutually agreed upon by the Parties.

(c) If the Parties fail to reach agreement within the sixty (60) day period specified above, and such agreed upon extensions, the Parties shall operate as if the then current year's Budget had been adopted for the subsequent year; provided, however, if the invoiced and undisputed quarterly NSS Expenses and Costs incurred by NSS to perform Work in the then-current year exceeds the quarterly NSS Expense and Costs allocated to the same period from the prior year, ISOC shall be responsible for remitting to NSS the invoiced and undisputed excess of the then-current year NSS Expenses and Costs over the prior year NSS Expenses and Costs.

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

(b) ISOC will pay NSS no later than fifteen (15) days after receipt of an invoice.

(c) Invoice disputes will be resolved by the appropriate financial officers of the Parties; disputes not resolved will be referred to the IAD and NSS chief administrative officer.

2.3 NSS shall not have the right hereunder to reduce, suspend or cease its performance of any Project due to a payment, scope of work or other dispute which is maintained by IAOC in good faith, unless and until a court of competent jurisdiction rules that IAOC has breached this Agreement and that such non-performance is justified.

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 ISOC's headquarters in Reston, Virginia, or to the NSS premises, shall be paid by ISOC.

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

(c) **Quarterly Meeting.** NSS shall meet quarterly with the IAD to: (i) review contract performance, (ii) review next NSS quarterly and annual 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) NSS 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. NSS 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) NSS agrees to provide the IAD a report within two weeks 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 NSS. 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 IAOC for up to two additional consecutive one (1) year periods (each, a "Renewal Term") upon mutual agreement of the Parties. The parties acknowledge that renewal of the Agreement is not presumed and will be based on each party's sole discretion based on the needs of the IETF Community, the performance under this Agreement, and any other factor either party deems relevant. IAOC may exercise such right to renew by providing written notice thereof to NS no later than sixty (60) days prior to the end of the then-current term of this Agreement.

(b) Both parties agree that performance under each such Renewal Term shall be accomplished in accordance with the terms and conditions of this Agreement.

4.3 Termination.

(a) Either Party may terminate this Agreement as to the Work or a Subset 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. In the event that ISOC elects to terminate a Subset of the Work, NSS may, elect to terminate the remainder of the Work at the end of the then-current term, provided that NSS provide ISOC with notice of its intent to terminate at least forty (45) days before the end of the then-current term.

(b) In the event that either Party shall fail to perform its obligations concerning the Work, pursuant to this Agreement and such failure shall continue for a period of thirty (30) days following written notice from the other Party, this Agreement for the Work may be terminated by the non-breaching Party by giving a written notice of termination to the other Party.

(c) In addition, in the event that the License Agreement is terminated under Section 8.2 of such Agreement, after the applicable cure period, then this Agreement shall be terminated.

(d) **Payments for Work Performed.** ISOC shall pay NSS for all Work performed and expenses incurred up through the termination date.

(e) **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, 8.1, 8.2, 9.1, 9.2, 9.3, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 11.2, 11.3, 11.4, 11.6 and 11.7 shall survive any termination of this Agreement.

(f) **Bankruptcy.** This Agreement may be terminated by either party upon written notice to the other Party if any assignment is made by such other Party for the benefit of creditors, or 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 if such other Party files a voluntary petition under federal bankruptcy laws or similar state or foreign statutes or such a petition is filed against such other Party and is not dismissed within forty-five (45) days .

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 with respect to all Work becomes effective (hereafter, the "Termination Date"), NSS 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, NSS 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

(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 5.3 below, as appropriate), ISOC shall pay to NSS all NSS Fees, Expenses and Costs that are due and owing.

5.2 NSS 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 NSS 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 the earlier of either (i) the effective date for the commencement of work of an agreement between ISOC and any Successor; or (ii) the date that is six (6) months after the Termination Event. NSS shall have no obligation to perform any such Transition Services after the extension period has concluded.

(b) During any period of Transition Services that extends beyond the date of termination or expiration of this Agreement, NSS 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. All other terms and conditions of this Agreement shall continue to apply during NSS' provision of such Work

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

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

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

(i) Provide ISOC with a list or summary, as applicable, of all documentation of operational and procedural practices required for the orderly transition of the Work to a Successor;

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

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

- (iv) Provide joint project planning to ensure an orderly and timely transition of the Work to a Successor; and
- (v) Consistent with NSS 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.

6. ADDITIONAL WORK

6.1 Requested by IAD.

(a) At any time during the term of this Agreement, the IAD may request that NSS 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 NSS detailing the Additional Work being considered and any requirements to be met. NSS 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 NSS receipt of the IAD request for Additional Work (or, if later, NSS receipt of any information or clarification requested by it) NSS 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 NSS in writing, and NSS and the IAD shall amend this Agreement 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 NSS shall not be authorized to perform the work.

6.2 Proposed by NSS.

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

(b) NSS 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 NSS in writing, and NSS and the IAD shall amend this Agreement 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.

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 at least the following:

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

(b) Identification with regard to ownership or right to the related documentation or other materials;

(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 NSS 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, 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 developed or provided by NSS in connection with this Agreement or any services performed hereunder. For the avoidance of doubt, all software acquired by NSS from the incumbent provider of secretariat services for the purpose of providing the Work herein shall be considered "Work Product".

(b) The Parties agree that ownership of all right, title and interest in and to the Work Product and all patent, copyright, trade secret and other intellectual property rights therein ("IPR") shall be in the IETF Trust and NSS hereby irrevocably and unconditionally assigns to the IETF Trust any and all IPR in and to such Work Product as it is developed and that use of the IPR and any goodwill associated therewith shall inure to the benefit of the Trust.

(c) Concurrent with the signing of this Agreement, the IAOC shall cause the IETF Trust to grant to NSS a worldwide, non-exclusive license to use all Work Product during the term of this Agreement solely as necessary for NSS to perform the Work or Subset. Such license shall be granted pursuant to a license agreement in form mutually agreed by NSS 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 NSS, or its third party providers, as applicable.

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 NSS 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. NSS shall not be liable for any demands or claims brought by a third party against NSS 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, NSS shall not be liable 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.

8. LIMITED WARRANTY

8.1 Limited Warranty.

(a) NSS 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) except to the extent that NSS is using or incorporating material licensed to NSS pursuant to the License Agreement, the Work will not infringe or misappropriate any intellectual property rights of any person.

(b) In the event of a breach of the warranty set forth in this Section 8.1, the Parties agree that NSS' sole and exclusive obligation and ISOC's sole and exclusive remedy shall be NSS' use of commercially reasonable efforts, at its sole expense, to modify or correct the Work. If such correction is not made to bring the Work into compliance with the specifications set forth in Exhibit A within thirty (30) days after notification of any deficiency by IASA to NSS, IAOC shall have the right to terminate this Agreement upon written notice to NeuStar.

8.2 No Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY EXHIBIT HERETO, NSS MAKES NO 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.

9. LIMITATION OF LIABILITY

9.1 General Limitation. Neither Party's aggregate liability to the other 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 NSS pursuant to this Agreement for the immediately preceding twelve (12) month period. In addition, NSS' aggregate liability shall be further reduced by any damages recovered by the IETF Trust from NSS pursuant to the License Agreement.

9.2 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, lost data or lost profits, arising out of or relating to this Agreement or the subject matter hereof, however caused.

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

(c) ISOC assumes no liability to NSS 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.

9.3 Acknowledgment. Each Party acknowledges that the limitations of liability contained in 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.

10. CONFIDENTIALITY

10.1 IETF-related Information. The Parties acknowledge that dissemination of IETF-related information 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.

10.2 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 it is 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 that 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

10.3 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 NSS 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.

10.4 Exclusions.

(a) Notwithstanding the foregoing, this Agreement shall not 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) to contest or minimize the scope of the disclosure (including 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 extent reasonably 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.

10.5 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 injunctive relief, without bond, enjoining 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.

10.6 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.

11. GENERAL.

11.1 Integration and Severability.

(a) **Integration.** This Agreement, including Exhibit A (Statement of Work), Exhibit B (Work Standards), Exhibit C (Budget), Exhibit D (Meeting Registration and Fee Collection Procedures), and all of the appendices attached thereto each of which are 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 hereof, 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 by mutual agreement of the Parties.

(b) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

11.2 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 the NSS President, 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 the NSS President 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 11.2 (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.
- (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 either Party may request that the arbitrator be appointed by the president of the Association of the Bar of the Commonwealth of Virginia.
- (5) The arbitrator's fees shall be deposited equally by the Parties, but may be awarded by the arbitrator as provided in the 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.

11.3 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.

11.4 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.

11.5 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 without the other Party's prior written consent to (i) an entity which acquires all or substantially all of the assets of the assigning party, (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, or (iii) a successor in a merger or acquisition. This Agreement shall bind each Party and its permitted successors and assigns.

11.6 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 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.

11.7 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), 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 12.8.

(b) If notice is given in person, by courier or by fax, 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.

11.8 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 NSS 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 NSS under this Agreement and any exhibit hereto are paid in full by the ISOC. Nothing in this Section 11.8 shall excuse the non-payment of fees to NSS by the ISOC pursuant to Article 2.

11.9 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.

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

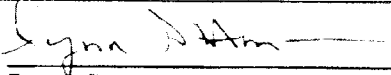
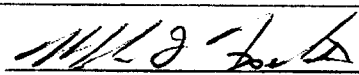



11.11 Relationship of Parties.

(a) NSS 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.

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

ISOC: INTERNET SOCIETY ACTING THROUGH THE INTERNET ADMINISTRATIVE OVERSIGHT COMMITTEE (IAOC)	NEUSTAR SECRETARIAT SERVICES, LLC BY: NEUSTAR, INC., ITS MANAGING MEMBER
BY:  LYNN ST.AMOUR, PRESIDENT AND CEO	BY:  MARK FOSTER, CHIEF TECHNOLOGY OFFICER
ADDRESS: 1775 Wiehle Ave., Suite 102, Reston, VA, USA 20190-5108 P: (703) 326-9880 F: (703) 326-9881	ADDRESS: 46,000 CENTER OAK PLAZA STERLING, VA 20166  
E-MAIL ADDRESS: ST.AMOUR@ISOC.ORG	E-MAIL ADDRESS: 

EXHIBITS

A STATEMENT OF WORK

B WORK STANDARDS

C BUDGET

D MEETING REGISTRATION AND FEE COLLECTION PROCEDURES

EXHIBIT A

STATEMENT OF WORK

THIS DOCUMENT IS A STATEMENT OF WORK ("Statement of Work" or "SOW") as defined in the Services Agreement (the "**Agreement**"), dated as of December 15, 2005 between NeuStar Secretariat Services, LLC a Delaware Limited Liability Company ("NSS") 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 December 15, 2005 (the "**SOW Effective Date**"). Terms not defined in this document shall have the meaning set forth in the Agreement.

I. GENERAL UNDERSTANDINGS

1. It is understood between the parties that this SOW is based on the information known by the Parties at the time of execution on this SOW and may require revision as the relationship between the Parties progresses. The Parties agree to review the terms of this SOW within thirty (30) days following each of the 65th and 66th IETF meetings to determine whether any modifications to this SOW may be required to reflect more accurately the circumstances in which Work is being performed hereunder. Prior to these reviews, this SOW will be interpreted flexibly by both parties if vital work items that were previously being performed by Foretec were not included in this SOW or were inaccurately described in this SOW.
2. In some cases, such as meeting site requirements, detailed criteria will be developed by the IETF Community and published independently of this SOW. To the extent that such requirements materially affect the Work being provided under this SOW, the Parties shall negotiate a revised SOW to reflect those changes and any effect that such requirements have on the performance of Work.
3. NSS will provide secretariat services for the IETF Community in accordance with this Statement of Work.

II. DESCRIPTION OF WORK

1. IETF Meetings.
 - a. Location, Selection and Sponsors
 - i. NSS shall work directly with the IAD to identify the geographic location of no less than three (3) open meetings per calendar year for the IETF Community ("Meetings") along with the identification of potential local hosts and sponsors for such Meetings.
 - ii. The location selection shall be made by the IAD following criteria under development by the IETF Community.
 - iii. The IAD in general will be involved in initial negotiations with potential sponsors and host countries. It is expected that the principal local host will sign a contract or memorandum of understanding with IASA setting forth the conditions of sponsorship for Meetings.

- b. Meeting Calendar.
 - i. The Parties shall use commercially reasonable efforts to select Meeting venues no less than one (1) year in advance of such Meetings and to the extent possible, two (2) years in advance.
 - ii. Meeting dates shall be fixed two (2) years in advance so as to avoid clashes with other major networking standards organizations or relevant events. The IAD and NSS shall coordinate with those other organizations as appropriate.
- c. Competitive Bids and Contracting.
 - i. Based on the selection of meeting locations and venues by the IAD, NSS shall be responsible for gathering competitive written bids from third party vendors for such Meeting venues and dates. The bids shall include each of the requirements set forth in this SOW.
 - ii. NSS shall use commercially reasonable efforts to solicit multiple bids for each Meeting venue. NSS shall provide all bids to the IAD for review and shall discuss each such bid with the IAD. The IAD shall have the sole responsibility of ranking the bids received in consultation with NSS, and NSS shall negotiate an agreement with the highest ranked bidder or bidders (as the case may be) for the provision of services (e.g., meeting venue, food service, security, network, group transportation, etc., it being understood that several of these categories may be provided by the same vendor). In the event that NSS is unable to negotiate a suitable contract with any third party vendor within a reasonable period of time, then it shall so notify the IAD, and if authorized by the IAD, shall negotiate with the next-highest ranked bidder or bidders for such services.
 - iii. All contracts with third party vendors relating to Meetings, other than host agreements described in Section II.1.a.iii above, shall be executed by NSS, as an agent of ISOC, and the vendor, provided, however, that each such contract shall be approved by IAD and expressly permit NSS to assign such contract in its entirety to ISOC. NSS shall assign all such contracts to ISOC upon the termination of the Agreement. NSS shall ensure that each contract into which it enters in connection with the performance of Work hereunder is reviewed and approved by legal counsel engaged or employed by NSS; Unless ISOC desires to engage its own counsel in the review of these agreements, ISOC shall have no responsibility for any costs of such legal review. In the event the IAD or the ISOC elects to have its own counsel review such agreements, costs of such counsel shall not be borne by NSS.
- d. Hotel Accommodations.
 - i. NSS shall reserve an appropriate number of hotel rooms based upon the anticipated attendance for such Meetings as provided by the IAD.
 - ii. To the extent commercially feasible and requested by the IAD, NSS shall arrange for the provision of WiFi access within the lobbies, restaurants and bars of each of the hotels to allow the IETF Community to have free wireless network access during the Meetings and free or reasonably priced network access in sleeping rooms.
 - iii. NSS shall provide hotel reservation coordination services for IAB, IESG, IAOC members and ISOC officers. The IAD shall be responsible for providing NSS with a list of all such individuals or number of rooms no later than forty-five (45) days prior to each meeting.

e. Commissions.

- i. Commissions have impacts on attendance, costs and meeting fees. NSS shall obtain the consent of and any guidance from the IAD prior to negotiating contracts with commissions.
- ii. In the event that NSS is able to negotiate revenue sharing arrangements ("Commissions") with hotels housing IETF Community members during the Meetings, NSS shall remit such Commissions to the IASA.

f. Meeting Accommodations.

- i. NSS shall make arrangements for meeting accommodations.
- ii. NSS shall coordinate with Area Directors, Working Group & RG chairs to provide for and schedule their requirements
- iii. Within the Meeting venues, NSS shall arrange for an appropriate number of conference rooms to accommodate anticipated Working Group and other breakout meetings which includes at least the following:
 1. At least one room which can accommodate a majority of the anticipated Meeting attendees for the IETF's Plenary sessions;
 2. Office & storage space for the NSS staff, IAOC, and other volunteers of the IETF Community to handle the administration and management of the Meetings
 3. Meeting rooms for the IAOC and ISOC, the IETF's NomCom during the last IETF meeting of each year, the IETF's various committees – including the IRTF, for breakfast meetings and such other meetings as required
 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 ("Terminal Room") to accommodate at least 10% of expected attendees where participants can sit and obtain wired and wireless access, electrical power, and printing facilities;
 6. An accommodation of wireless network access in all meeting rooms and appropriate public areas, such as meeting lounge areas;
 7. A network operations center ("NOC") and Help Desk of appropriate size and location to handle an appropriate network operations center ("NOC") and help desk 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 connections and microphones for the chairs, speakers and at least two floor microphones for session attendees; and
 9. Electrical services and power supplies in each of the conference rooms, except the Plenary facilities, at the Meeting venue, adequate for a majority of participants to obtain electrical power.
 10. NSS shall provide a mailing list for IETF meeting attendees to communicate issues/problems directly to the NOC team, during the meeting.
- iv. Catering for morning and afternoon breaks (including cookies), and possibly light breakfast and/or lunch.
- v. Arrangements for and coordination of the "Welcoming Reception".

- g. Registration Services.
 - i. NSS shall arrange for advance and on-site registration services for each Meeting. Such registration services shall be conducted both online, 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 in an IASA-ISOC account in accordance with procedures as provided in Exhibit D.
 - iii. NSS shall provide invitation letters to participants who need them in order to obtain visas or other travel documents.
- h. Pre-Meeting Preparation.
 - i. NSS shall coordinate with the venues, local sponsors and meeting hosts (if any) as well as IETF Community volunteers to deploy the network services.
 - ii. NSS shall call for agenda requests from Working Group and Birds of a Feather chairs and provide a means for posting agendas and presentations prior to the meetings.
 - iii. NSS shall work with Area Directors, the IETF Chair, the IAB Chair and the IRTF Chair to plan the meeting schedule, including plenary sessions and any additional sessions approved by the above.
 - iv. Badges and printed agendas shall be provided for attendees.
- i. Sessions.
 - i. NSS shall arrange for the logging of attendance at Working Group and Birds of a Feather sessions ("blue sheets") and for the posting of minutes and presentations to on-line Proceedings (also see Section 2.2.b below).
- j. Security.
 - i. NSS shall arrange for on site security for the Terminal Room during hours of operation and otherwise as may be requested by the IAD and shall develop a security threat analysis and emergency plan prior to each meeting.
- k. Volunteers / Additional Network Services.
 - i. The IAD shall be solely responsible for soliciting a volunteer team comprised of no fewer than five individuals per meeting, with prior networking experience, for the provision of Network services for the duration of the Meetings. In addition, the IAD shall be responsible for negotiating any benefits provided to the volunteers in exchange for their service, including but not limited to, any applicable discounts, travel, lodging or other expenses, which shall not be borne by NSS.
 - ii. NSS shall be responsible for coordinating with such volunteers prior to, and during, the meetings, to provide seamless Network services during the duration of the Meetings. In no event shall NSS be responsible for paying the volunteers for their time at the Meetings.
 - iii. At the written request of the IAD, NSS shall provide additional network services for the Meetings for additional fees (for example, if network services are not

being provided by the Meeting host). These services could include, but are not limited to, additional labor, equipment, software and security services.

1. Community Meeting Feedback.
 - i. NSS shall make available on-line feedback forms to the IETF community to evaluate the delivery of NSS services during each Meeting.
 - ii. In addition, NSS shall work with the IAD to formulate additional surveys regarding the overall satisfaction of the IETF community with the Meetings, including the performance of NSS in the delivery of its services under this SOW.
2. Clerk Functions. NSS shall be responsible for providing the following services to the IETF community.
 - a. IETF support services.
 - i. NSS shall arrange for Telechat services for the IESG, IAB, IAOC, and as requested by the IAD. NSS shall investigate use of VoIP with and without SIP as a possible means to reduce Telecommunications costs.
 - ii. NSS shall maintain and administer (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, (iv) handling actions for working group formation and re-chartering (v) milestone tracking, (vi) IETF websites, (vii) current working documents, and the (viii) archives of mailing lists, expired I-Ds, and any other documents belonging to the IETF standards process.
 - b. Standards Process Support. NSS shall support the IETF standards and document process. This process includes the (i) Publication of Internet-Drafts (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) maintenance of tools (ID-Tracker etc.), (vi) handling the Intellectual Property Rights disclosures, (vii) publication of official actions, such as document approvals, (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. The Parties shall develop standards process support operational guidelines ("SPS Guidelines") with satisfactory response criteria for the foregoing within ninety (90) days of contract commencement. The SPS Guidelines shall be included in the SOW as Appendix 2.
 - c. Managing IESG meetings. NSS shall perform the following services specifically for the IESG: (i) scheduling of regular, normally bi-weekly, meetings; (ii) coordinating with the members of the IESG to create meeting agendas, (iii) collecting, maintaining and administering the "high-level" meeting minutes, and (iv) creating, maintaining and administering the long-term archives of IESG meeting proceedings.
 - d. Support of the Nominating Committee. NSS shall provide support to the Nominating Committee of the IETF for the purpose of ensuring a smooth nomination and selection process for the leadership of the IETF.
 - e. Archive Services. NSS shall use commercially reasonable efforts to collect and store historical IETF Community records for which NSS is given access. These records include, (i) archives from mailing lists, including IETF mailing lists not hosted by the

secretariat, where NSS is provided access authority or where provided to NSS in a format able to be archived by NSS, including Working Groups (WG), (ii) expired internet-drafts, (iii) Working Group charters, (iv) administrative records, (v) web site snapshots, (vi) minutes, (vii) Jabber logs (if any), (viii) audio and video files, and (ix) meeting attendance records (blue sheets). In addition, NSS shall provide a long-term archive service to provide the members of the IETF community the ability to submit data objects for archive, retrieve archived data objects and tag archived data objects as obsolete.

3. IETF Infrastructure Services. NSS shall provide the following technical services for the IETF Community:
 - a. Network Presence. NSS shall use commercially reasonable efforts to maintain the network presence of the IETF in the areas of: (i) collocation, (ii) name service, (iii) routing, (iv) transit, (v) monitoring & security, including spam filtering, (vi) provisioning core services such as rsync and FTP, and (vii) cooperation and coordination with mirror sites. The Parties shall develop infrastructure operational guidelines ("Infrastructure Guidelines") with satisfaction criteria for the foregoing within ninety (90) days of contract commencement. The Infrastructure Guidelines shall be included in the SOW as Appendix 3.
 - b. Websites Support. NSS shall provide distributed Web service for the following URLs: <http://www.ietf.org/>, <http://www.iab.org/>, and <http://www.irtf.org/>, as well as related URLs approved by the IAD. This includes: (i) providing at least two independent (2) sites capable of serving 2+ Mb/sec of data over Web and FTP (i.e., located on different subnets and/or with different service providers); (ii) allowing for updates by multiple authorized users; (iii) at least 20G storage area; (iv) distributed official I-D archives; (v) 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.
 - c. Mailing Lists Services. With respect to all authorized IETF mailing lists, NSS 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 reasonable spam filtering measures, including, at a minimum, those spam filtering measures NS takes to protect its own internal and external mailing lists; (iv) dual redundant systems except during scheduled maintenance; and (v) collection and storage of plain text and HTML-ized archives for all IETF lists, including IETF mailing lists not hosted by the secretariat where NSS has been provided access authority or that are provided to NSS in a format for which NSS is able to archive in accordance with Section 2(e) above.
 - d. Customer Support Services. NSS shall provide a trouble ticketing service that provides a ticket queue system with customizable queues. Messages sent to certain conventional addresses such as ietf-action@ietf.org shall automatically enter the ticket system. The Parties shall develop customer support operational guidelines ("Customer Support Guidelines") with satisfaction criteria for the foregoing within ninety (90) days of contract commencement. The Customer Support Guidelines shall be included in the SOW as Appendix 4.

- e. Instant messaging service. NSS shall maintain an instant messaging service that provides for chat sessions for meetings. In addition, such chats shall be logged and archived for future viewing. The jabber (XMPP) standard shall be used.
 - f. IPv6 Support. All IETF Meeting network and support infrastructure commencing with IETF 66, shall support IPv6. NSS shall investigate the feasibility and costs associated with implementing IPv6 for other infrastructure and clerical services.
 - g. Subdomain Support. NSS shall provide DNS authorization and DNS support for IETF subdomains, e.g., tools.ietf.org, operated within the community and approved by the IESG. Initially, NSS shall have no operational responsibility for such subdomains beyond DNS, and shall forward operational complaints about such subdomains to their operators. The Parties shall develop a transition plan ("Subdomain Transition Plan") in the first ninety (90) days creating a timeline and identifying IETF subdomains for which NSS will assume operational responsibility. The Subdomain Transition Plan shall be included in the SOW as Appendix 5.
 - h. Tools.
 - i. NSS 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 attached as Appendix 1 to this SOW. NSS'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 the IAD or suggested by the Tools Technical Subcommittee., .
 - ii. Any major enhancements to tools for community use that would add new material functionality or require substantial programming effort (i.e., more than five (5) person hours) shall be discussed by the Technical Management Committee ("TMC"). The process of implementing such major enhancements shall be as set forth in Article 6 of the Services Agreement.
 - iii. The TMC shall be comprised of personnel from NSS and members of the IETF. The TMC includes the IAD, IETF participants appointed by the IAD and NSS employees appointed by NNS' own procedures.
 - iv. The TMC shall be responsible for the classification of whether such extensions or enhancements are "minor." If the work is "major", the TMC may be involved in the development of an appropriate Statement of Work in accordance with Article 6 of the Services Agreement. The TMC shall make recommendations to the IAD for the prioritization of the development and implementation of tools for decision.
 - v. The TMC shall have a tools technical subcommittee comprised of members of the NeuStar and IETF Tools teams that is responsible for defining tool enhancements and new material functionality.
 - vi. The Parties shall, by no later than sixty (60) days after the execution of the Services Agreement finalize the composition of the TMC, the tools technical subcommittee, as well as the TMC's operational guidelines.
4. Financial Budget/Reporting. In addition to the general financial arrangements described in the body of the Services Agreement, NSS will provide a financial report of each Meeting to the IAD. This report shall include a budget-to-actual report for all IETF Community-related collections and

expenses. All budgets will be subject to IAD approval. Any deviations greater than 10% of the budget require special approval by the IAOC.

III. KEY NSS PERSONNEL

As set forth in Section 1.1(b) of the Agreement, NSS shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. The following are the initial proposed Key Personnel:

(i) NSS Operations Manager: [REDACTED]

(ii) IETF Meeting Planner: [REDACTED]

(iii) Lead software development engineer/manager: [REDACTED]

As stated in the Agreement, in the event that any of these employees terminate their employment with NSS, either voluntarily or involuntarily, NSS shall notify the IAD and consult with the IAD on a suitable replacement with equal or greater qualifications. Nothing herein shall alter the fact that all employees of NSS, unless otherwise set forth by NSS at its sole discretion, shall be "employees-at-will" of NSS and may be terminated for any lawful reason.

IV. OBLIGATIONS OF THE IETF COMMUNITY

1. The principal interface between NSS and the IETF Community shall be the IAD, backed up by the IAOC as the IAD deems necessary. The IAD will deal with NSS on all matters contained herein, including finances and on overall interpretations of this Statement of Work.

2. Within operational guidelines to be established by mutual agreement of the parties, the following members of the IETF Community may deal directly with NSS on matters affecting them in their official capacity. If such requests significantly impact cost and workload, NSS will refer them for discussion with the IAD.

1. The IETF Chair
2. The IESG Chair
3. The IAB Chair or the IAB Executive Director
4. The IRTF Chair
5. The Area Directors
6. Working Group chairs
7. Tools Team chair
8. Leaders of operational teams chartered by the IESG
9. Any member of the IETF Community, to report bugs or issues to the ticketing system

3. In the event of a conflict between any of the foregoing entities, NSS shall refer the matter to the IAD for resolution in accordance with the operational guidelines cited in Section (IV)(2) above.

4. In the event of a conflict between the IAD and any of the foregoing persons/entities, NSS shall follow the instructions of the IAD.

5. NSS shall not be held liable for non-performance or slow performance when any of the above have failed to meet agreed deadlines. Such deadlines include:

- a. Deadlines for submitting agenda requests prior to an IETF Meeting
- b. Deadlines for submitting drafts prior to an IETF Meeting
- c. Deadlines for submitting agendas prior to an IETF Meeting
- d. Deadlines for submitting agenda items and ballots prior to an IESG meeting
- e. Deadlines for Area Directors submitting writeups for approved drafts
- f. Others to be mutually agreed by the parties

6. In addition, NSS shall not be held liable for non-performance or non-timely performance to the extent that non-performance or non-timely performance was caused by a delay or failure to act action by the RFC Editor or by the IANA.

List of Appendices

Appendix 1: Current Tools List

Appendix 2: Standards Process Support Guidelines (To be completed 90 days of contract commencement)

Appendix 3: Infrastructure Guidelines (To be completed 90 days of contract commencement)

Appendix 4: Customer Support Guidelines (To be completed 90 days of contract commencement)

Appendix 5: Subdomain Transition Plan (To be completed 90 days of contract commencement)

Appendix 1

Current Tools List

The following tools shall be maintained in accordance with section 3.h. This list may be amended from time to time as the Parties identify tools that qualify for inclusion.

PERL Library Modules Files

Web tools:

1. Announcement Tool
2. Blue Sheet Creator
3. Chairs Management Tool
4. Database Interface
5. Internal Data Tracker
6. Internal Proceedings Management Tool
7. IPR Tool
8. Liaison Management Tool
9. Location Tool
10. Mailing List Request Tool
11. Meeting Management Tool
12. Message Scheduler
13. Miscellaneous Information Management Tool
14. NOMCOM Management Tool
15. Non-Working Group Mailing List Submission Tool
16. Onsite Self Registration Tool
17. Registration Management Tool
18. Secretariat Staff Management Tool
19. Telechat Management Tool
20. Tracker
21. Tracker Public
22. Validator
23. WG chairs Account Management Tool

24. WG Chair's Meeting Materials Management Tool

Server Side Tool:

1. Analyzer
2. Dos special character remover
3. Dos To Unix Converter
4. Duplicates Fixing Tool
5. Last Call Expiration Management Tool
6. List for NOMCOM generator
7. Monthly Report Generator
8. Registration Interface
9. Scheduled Message Interface
10. Scheduled Reminders Interface
11. Submission Auto Responder
12. Tombstone Manager
13. Tracker Email Interface
14. Web content generators
15. WG Milestones Reminder

Development in schedule:

1. Liaison Management User Account Requester
2. Session requester
3. Session scheduling assistant
4. Submission Tool

Exhibit B

WORK STANDARDS

THIS WORK STANDARDS EXHIBIT ("Exhibit") is subject to, and is made a part of, the Services Agreement (the "**Agreement**"), dated as of December 15, 2005 between NeuStar Secretariat Services, LLC a Delaware Limited Liability Company ("**NSS**") 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) NSS will provide the services set forth in the SOW in accordance with the service levels set forth herein ("**Service Levels**"). In the event that NSS 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) In no event shall the aggregate amount of Service Credits per month exceed fifty percent (50%) of the annual NSS Fee set forth in Exhibit C ("**Total Cap**").

d) In addition, the Parties shall, by no later than January 31, 2006 establish a SLA Schedule that sets forth the maximum Service Credit amounts for each of the three SLA Categories 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, NSS 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 NSS: (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 written notice to NSS.

3. COMMENCEMENT OF OBLIGATIONS

NSS' 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 NSS begins to provide the Work to the ISOC as defined in the SOW ("Commencement of Service Date"). From such date, NSS will be responsible to provide measurement data in support of the applicable Service Levels provided, however, that for the first ninety (90) days following the Commencement of Service Date ("Ramp-up Period"), NSS shall not be responsible for applying Service Credits to invoices for any failures to attain any of the Service Levels.

4. SERVICE LEVEL REPORTS

NSS 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 NSS' performance for the delivery of each SLA task and identify applicable service credits, if any. Credit disputes will be resolved in accordance with section 2.4 of the Services Agreement.

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

a) Meeting Tasks SLAs.

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

SLA 2: Meeting Calendar. In the event NSS 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 II.1.b of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

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

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

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

SLA 8: Commissions. In the event that NSS 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 II.1.e of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

SLA 10: Schedule Group Sessions. In the event that NSS 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 II.1.f.ii of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

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

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

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

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

SLA 17: Collection of Meeting Fees. In the event that NSS fails to collect the Meeting fees in accordance with Exhibit D of the Services Agreement, as set forth in Section II.1.g.ii of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

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

SLA 22: Logging Attendance. In the event that NSS fails arrange for “blue sheets” as set forth in Section II.1.i of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 23: On-Site Security. In the event that NSS 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 II.1.j of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

SLA 24: Coordination with Volunteers. In the event that NSS fails to coordinate with the volunteers to provide seamless Network services as set forth in Section II.1.k.ii of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

b) Clerical Tasks SLAs.

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

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

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

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

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

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

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

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

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

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

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

SLA 37: Publication of Official Actions. In the event that NSS 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, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

SLA 40: Collection and Archiving of Presentations. In the event that NSS 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 II.2.c, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

SLA 43: IESG Meeting Minutes. In the event that NSS fails to collect, maintain and administer the "high-level" meeting minutes as set forth in Section II.2.c of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

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

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

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

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

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

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

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

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

SLA 54: Financial Report of Meetings. In the event that NSS fails to provide a financial report of each Meeting to the IAD containing a budget to actual report for all IETF Community-related collections and expenses as set forth in Section II.4 of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

c) Infrastructure Tasks SLAs.

SLA 55: Network Presence. In the event that NSS 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 II.3.a of the SOW, NSS 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 II.3.b of the SOW, NSS 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 NSS or not caused by NSS' systems.

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

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

SLA 59: Ability to host Mailing Lists. In the event that NSS is unable to host all of the active IETF mailing lists as set forth in Section II.3.c of the SOW, NSS 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 II.3.c of the SOW, NSS 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 NSS fails to use commercially reasonable spam filtering measures, including, at a minimum, those spam filtering measures equivalent to the measures NSS takes to protect its own internal and external mailing lists as set forth in Section II.3.c of the SOW, NSS shall credit ISOC the amount set forth in the SLA Schedule.

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

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

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

Exhibit C

EXTRACT SUMMARY

FY06 Budget

Direct Costs
Operating Costs
Fee

Total Cost: \$1,999,510

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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"), dated as of December 15, 2005 between NeuStar Secretariat Services, LLC a Delaware Limited Liability Company ("NSS") 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. 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 closes two (2) weeks before the event. Beginning with IETF 66, if not sooner, 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 on-site.
- h. NSS 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 through the Registration Database.
- c. All payments will be remitted directly into the IETF Merchant Account.
- d. Refunds when appropriate will be effected by NSS from the Merchant Account.

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 made from the Escrow Account by NSS.

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 a registration has been cancelled by the registrant by 1700 EST Monday, one week before the start of the meeting. Refunds will not be honored if requested after this date.

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**"), and (ii) an escrow account for the processing of refunds by check and/or wire ("**Escrow Account**").
- b. The Merchant Account shall maintain a 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.
- c. The Escrow Account shall maintain a minimum balance of \$10,000 to cover any refunds made out of such account. 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. NSS Authority and Responsibilities

- a. NSS will be responsible for implementing the registration procedure in accordance with this Exhibit.
- b. NSS 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. NSS 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 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. NSS 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. NSS will be authorized to monitor all account activity, and have the ability to initiate individual credit card, check and wire refunds, when appropriate, from the Merchant or Escrow Account as appropriate.

7. ISOC Authority and Responsibilities

- a. ISOC shall ensure that NSS has the authority, pre-approvals and rights to perform its responsibilities with respect to the Escrow and Merchant Account.
- b. All costs for the maintenance of the Escrow and Merchant Accounts, 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 remit such payments to NSS for deposit into the Merchant Account.
- d. ISOC shall fund and maintain the minimum balance in the Escrow Account, and shall 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 every week following the opening of online registration. All funds, regardless of the minimum balance, will be automatically swept into the ISOC Bank Account thirty (30) days after the close of the Meeting. The Parties agree that the thirty day period may be increased or decreased during the term of Agreement, based on the actual trends of refunds and requirements of the Merchant Account agreement, if any.

9. Records and Reports

- a. Records and reports shall be provided in accordance with the Service Agreement at section 3.2.