

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of this February 23, 2017 (“Effective Date”), by and between Linespeed Events, LLC (“Linespeed”) and the Internet Society, a District of Columbia nonprofit corporation (“ISOC”), acting on behalf of the Internet Engineering Task Force (“IETF”) through the Internet Administrative Oversight Committee. Linespeed and ISOC are collectively referred to herein as the “Parties”, or individually as a “Party”.

Whereas, the IETF conducts three one-week meetings per year (“Meetings”);

Whereas, the IETF wishes to outsource the network communications infrastructure for the Meetings, including the following services: pre-meeting site survey; detailed network design; installing all equipment; conducting tests; and providing operations, systems management, and user support functions during the Meeting, all as described in greater detail in Exhibit A hereto;

Whereas, the IETF wishes to outsource the network communications infrastructure for the IETF 98 Meeting at the Swissotel Chicago in Chicago Illinois, and other IETF meetings to be specified;

Whereas, Linespeed wishes to provide such services 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. SERVICES.

1.1 Linespeed Obligations. Linespeed acknowledges that its timely and professional delivery of services hereunder is essential to the effectiveness and efficiency of the Meetings.

(a) Work. Linespeed will perform the services as set forth in Exhibit A, (“Work”) and any additional Work that is set forth in a writing executed and dated by both Parties and referencing this Agreement.

(b) Personnel. Linespeed shall assign and supervise employees and subcontractors (subject to Section 1.3 hereof) with suitable qualifications to perform the Work. Linespeed will designate a senior manager assigned to perform the Work as “IETF Meeting Coordinator”, who shall be the primary contact at Linespeed for ISOC. The IETF Meeting Coordinator shall oversee the Work, shall participate in the pre-conference planning and teleconferences, and shall be present at all Meetings.

(c) IETF Contacts. ISOC’s primary contact and representative with respect to the Work shall be the IETF Administrative Director (“IAD”).

(d) Work Standards. Linespeed 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 A hereto and incorporated herein by this reference.

- i. Performance goals of the network are support of up to 2000 simultaneous connected devices with connectivity availability of at least 99% during the hours when session meetings are in progress. Network links must

all be sized to meet or exceed the bandwidth demands of the users, within the constraints of available technology. VENDOR shall provide sufficient performance monitor data to prove that adequate performance is being delivered during the required operational periods.

1.2 Network Equipment

(a) The IETF has equipment available to be used by the vendor. See Exhibit C Equipment List. It is expected that this equipment will be refreshed during the course of this contract.

(b) Vendor is to provide all other networking equipment including network servers, routers, switches, access points, and cabling, and any equipment required by its staff in fulfilling the requirements of this contract.

(c) Vendor is to store the IETF equipment at its facilities.

(d) Vendor is to return the IETF equipment to ISOC upon ISOC's request.

1.3 Subcontractors. Linespeed 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. Linespeed will provide all information regarding such Subcontractor that ISOC reasonably requests, including a summary of Linespeed's past experience with such Subcontractor. In the event that ISOC permits Linespeed 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 Linespeed and employees of Linespeed. Linespeed shall be fully responsible for each such Subcontractor's compliance with the applicable terms of this Agreement, and Linespeed shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. ISOC shall have no responsibility or obligation to any such Subcontractor, and Linespeed 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. Linespeed acknowledges that ISOC's consent to a Subcontractor does not relieve Linespeed of its obligations and liabilities hereunder.

Benefits. Linespeed 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, Federal and State Income Taxes, FICA, FUTA, health care or State Disability Tax) which an employer is required to pay relating to the employment of employees. Neither ISOC nor any of its affiliates shall be responsible for providing any compensation, insurance, medical, disability or other benefits to Linespeed's personnel. Linespeed shall indemnify, defend and hold ISOC and its affiliates 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.

2. PAYMENTS.

2.1 Fees.

(a) Meeting Fees. The Parties have agreed upon a schedule of fees and list of permitted expenses (“Budget”) for the Meetings, attached hereto as Exhibit B. ISOC shall not be required to pay Linespeed any other amounts in respect of the Meetings, Work or any other matter hereunder without an agreement in writing by the parties.

(b) 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 Linespeed 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 Payment Terms.

(a) ISOC will pay 50% of the Professional Services Fee invoiced for each Meeting, sixty (60) days in advance of such Meeting’s start date. All remaining undisputed amounts for each Meeting, including the balance owed and settlement of all travel and living expenses, will be paid no later than 30 days after the close of such Meeting or receipt of the final invoice, whichever is later. In order to be reimbursed, all expenses must be supported by documentation that is reasonably acceptable to the IAD.

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

2.3 Work Suspension

(a) Linespeed shall not have the right hereunder to reduce, suspend or cease its performance of any Work after having received a deposit for the Work to be performed, except as provided at 10.8 Force Majeure, or unless and until a court of competent jurisdiction rules that ISOC has breached this Agreement and that such non-performance is justified.

(b) Linespeed may elect not to commence Work for a meeting when it has not received final undisputed payment for Work performed at a previous meeting. Such dispute must be maintained by ISOC in good faith.

3. **RECORDS.**

Linespeed 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 invoiced pursuant to this Agreement. All such records shall be kept in accordance with generally accepted business practices. Linespeed further agrees to make such records available to ISOC 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 ISOC.

4. **TERM; TERMINATION.**

4.1 Term. This Agreement shall commence on the Effective Date and continue in effect for a period of three (3) years (“Initial Term”) with an opportunity for two (2) one year extensions.

4.2 Termination.

(a) 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 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.

(b) Survival. The provisions of Sections 2.1(b), 2.2, Article 3, 5.1, 5.2, Article 7, 8.1, 8.2, 9.1, 9.2, 9.3, 9.4, 9.5, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, and 10.11 shall survive any termination of this Agreement.

(c) Bankruptcy. This Agreement may be terminated by either party, effective upon receipt of written notice by 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. RIGHTS AND OBLIGATIONS UPON TERMINATION.

5.1 Documentation and Materials. Within seven (7) days of the date on which this Agreement is terminated, Linespeed shall return to ISOC (without retaining copies) all documentation and other materials provided to it relating to the Work, or, at ISOC's request, destroy all copies of such documentation and materials; and

5.2 Invoices. Within thirty days after review and acceptance of an undisputed invoice following the termination date, ISOC shall pay to Linespeed all Linespeed fees and expenses that are due and owing.

6. ADDITIONAL WORK AND SUBSEQUENT MEETINGS.

6.1 At any time during the term of this Agreement, ISOC may request that Linespeed perform new or additional services, 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, or (iii) an increase or decrease in any new or additional services or changes previously requested pursuant to this Article 6, (collectively, "Additional Work", including changes, modifications and reductions).

6.2 ISOC may, at any time, deliver a proposal to Linespeed detailing the Additional Work being considered and any requirements to be met. Linespeed may request further information or clarification to formulate a response or to propose an alternative means of accomplishing the Additional Work.

6.3 Within fifteen business days (or such longer or shorter period mutually agreed to by the Parties) after Linespeed's receipt of ISOC's request for Additional Work, Linespeed shall respond to the request with its written proposal to perform such Additional Work, including a proposed Budget.

6.4 Upon agreement as to the terms for such Additional Work, Linespeed and ISOC shall execute a Work Order to reflect the Additional Work. If a proposed Work Order is never finalized between the Parties, the requested Additional Work will not become a part of the Work and Linespeed shall not be authorized to perform the work.

6.5 Linespeed acknowledges and agrees this is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Notwithstanding any other provision of this contract this contract does not guarantee that Linespeed will be requested to provide or provide services for each of the IETF meetings conducted during the term of this contract. ISOC has the sole discretion for and reason to decide whether or not to request Linespeed to perform any, some, or all of the services under this contract on a case-by-case basis and Linespeed shall be paid for the services actually performed in accordance with the fees set forth on Exhibit B.

Linespeed Initials: DCeey

7. PROPRIETARY RIGHTS.

Except as otherwise expressly provided herein, 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. WARRANTY.

8.1 Linespeed Warranty. Linespeed 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) the Work will not infringe or misappropriate any intellectual property rights of any person.

8.2 No Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY EXHIBIT HERETO, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

9. CONFIDENTIALITY.

9.1 ISOC Confidential Information.

(a) Linespeed acknowledges that it may be furnished with, receive, or otherwise have access to ISOC Confidential Information. "ISOC Confidential Information" means information, ideas, materials or other subject matter of ISOC, IETF and its Members, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary.

(b) ISOC Confidential Information includes, without limitation, all personnel, customer and financial information or materials disclosed or otherwise provided by ISOC.

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

(d) Restrictions on Use.

(i) Linespeed shall not use ISOC Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein.

- (ii) Linespeed shall not disclose ISOC Confidential Information to any third parties except as otherwise permitted hereunder.
- (iii) Linespeed may disclose ISOC Confidential Information only to those Linespeed employees who have a need to know such ISOC 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 Linespeed for its own ISOC Confidential Information.
- (iv) Linespeed shall maintain ISOC Confidential Information 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.

9.2 Return of Materials. Upon termination of this Agreement, Linespeed will immediately return to ISOC all ISOC Confidential Information embodied in tangible (including electronic) form or, at ISOC's discretion, destroy all such ISOC Confidential Information and certify in writing to ISOC that all such ISOC Confidential Information has been destroyed.

9.3 Linespeed Confidential Information. During the term of this Agreement and for (1) year thereafter, ISOC agrees not to disclose the terms of Linespeed's compensation (including costs, estimates, quotes, or invoices or other information on pricing with any other person or group except members of the IETF) ("Linespeed Confidential Information" and, collectively with "ISOC Confidential Information", "Confidential Information").

9.4 Exclusions.

(a) Notwithstanding the foregoing, this Agreement shall not prevent either Party from disclosing Confidential Information of the other Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the other Party making such disclosure shall promptly notify the other Party to allow intervention (and shall cooperate with the other 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.

9.5 Equitable Relief.

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

(b) Accordingly, each Party acknowledges and agrees that the other 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 Party's obligations

hereunder with respect to the Confidential Information of the other Party, and such further relief as any court of competent jurisdiction may deem just and proper.

10. GENERAL.

10.1 Integration and Severability.

(a) Integration. This Agreement, including Exhibit A (Statement of Work) and Exhibit B (Budget), and all of the appendices attached thereto, each of which are incorporated herein in their entirety by this reference, 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.

10.2 Dispute Resolution.

(a) Except as to any action brought pursuant to Section 9.5 or any other circumstance 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 days, shall be handled in the following manner:

(b) The dispute shall thereafter be referred in writing jointly (the "Joint Referral") to the Linespeed President and the IAD 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 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 pursue the remedies available to them under law, in accordance with Section 10.3.

10.3 Governing Law and Jurisdiction. 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. All disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Virginia courts and no others. The parties hereby consent to the exclusive jurisdiction of the above-designated courts and to the service of process by registered mail, return receipt requested, or by any other manner permitted by the laws of the Commonwealth of Virginia.

10.4 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.

10.5 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.

10.6 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.

10.7 Notices.

(a) Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, emailed, 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 below (or to such other address as shall be given in accordance with this Section 10.7):

If to ISOC:

c/o IETF Administrative Director
1775 Wiehle Avenue, Suite 201
Reston, VA 20190-5108
Tel: 703-439-2120
Fax: 703-326-9881
Email: iad@ietf.org

If to Linespeed

c/o Rick Alfvín, CEO
Linespeed Events LLC
10 Old Lyme Road

Pittsford, NY 14534

Tel: +1 (585) 781-0952

Email: rick@linespeed.io

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

10.8 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 Linespeed is the non-performing Party, it (i) gives ISOC 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 the ISOC shall have the right to cancel all outstanding Work without penalty upon written notice.

10.9 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.

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

10.11 Relationship of Parties.

(a) 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.

(b) 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:

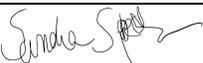
ISOC: INTERNET SOCIETY	LINESPEED EVENTS, LLC
	
BY: SANDY SPECTOR	BY: RICK ALFVIN
TITLE: CFO	TITLE: CEO
DATE: July 5, 2017	DATE: JUNE 29, 2017

EXHIBIT A
STATEMENT OF WORK

- A. Vendor shall perform the following services prior to the contracted meeting:
 1. Conduct a technical survey of the meeting site and provide a comprehensive pre-meeting site survey report including external connectivity options, status of installed cable plant and switching, and any potential issues identified during the survey.
 2. Design a network configuration for the meeting site including both internal network layout and the external connections to the Internet in accordance with the technical requirements specified in the meeting network requirements document (available at <https://iaoc.ietf.org/ietf-network-requirements.html>).
 3. Provide the IAD or his/her designated representatives with detailed documentation of the proposed network design and layout including topology diagrams and configuration information forty-five (45) days prior to the start of the contracted meeting, twenty-one (21) days in the case of IETF 98.
 4. Update the planned network design based on reviews or feedback received from the IETF. This feedback may be either a written analysis of the submitted network design or informal technical discussions. Promptly provide the updated design documentation to the IAD or his/her designated representatives.
 5. Provide the IAD with a detailed Network Services Budget based on the final design including estimates of all costs and expenses within 5 business days of the submission of the final design.
 6. Work with the headquarters hotel on a transition plan for taking over the meetings, public space, and guest room networks and the post-meeting restoration of the hotel network.
 7. Participate in weekly event planning status conference calls beginning 12 weeks prior to the commencement of the meeting, and participate in an evaluation meeting on site at the conclusion of the meeting or within one week thereafter by phone.
 8. Participate in bi-weekly technical planning status conference calls beginning 12 weeks prior to the commencement of the meeting.
 9. Work with the IETF NOC Volunteers to pursue potential Internet connectivity donations. If donations are not possible, circuit options must be determined, and, in cooperation with the Volunteers and IAD, be ordered.
- B. Vendor shall perform the following services during each contracted meeting:

1. Install a wired and wireless attendee network for the contracted meeting in accordance with the requirements specified in the meeting network requirements document (available at <https://iaoc.ietf.org/ietf-network-requirements.html>).
2. Complete the installation of the network at least the Friday prior to the start of the contracted meeting (with the exception of spaces that are not accessible in advance). The meeting network includes:
 - Eight or more meeting rooms for simultaneous sessions configured for 100 – 1000 attendees with wireless coverage for all participants and wired Ethernet connections for two working group chairs, one scribe, one secretary, the streaming audio service, and four for Meetecho remote participation for that meeting room.
 - Wireless coverage for public areas that are expected to become common gathering spaces.
 - Wireless or wired coverage in IETF offices, small meeting spaces, the IETF registration desk, and other areas as agreed in the approved network design.
 - Wired Ethernet connectivity and printing services in a central or distributed terminal room.
 - Internet connectivity for headquarters hotel IETF guest rooms.
3. Work with Internet connection provider to resolve any external connection problems. Verify contracted bandwidth capacity and proper operation of Internet Service Provider (ISP) connection on the Saturday before the start of the contracted meeting.
4. Install and operate onsite Network Operations Center (NOC) and server facility. Services in this facility include, but are not limited to, DHCPv4, DHCPv6, DNS, NTP, and printer support with IPP, LPR, and Windows printing.
5. Assist in the installation of additional equipment provided by the IETF or an agent of IETF as part of the meeting infrastructure (web servers for IETF meeting support, audio servers, etc.).
6. Provide real-time network management and monitoring tools accessible to the IAD or his/her designated representatives including SNMP read access to all network devices.
7. Monitor and maintain the attendee network for the full duration of the meeting. Provide a network support team available 24/7. This support can be on a 15-minute call back basis between the hours of 8:00 PM and 8:00 AM.
8. Monitor the network for security issues and deploy tools to limit the impact of unintentional or malicious behavior.

9. Ensure that the network does not prohibit end-to-end and external connectivity for all traffic.
 10. Provide a user trouble ticket system to track attendee network issues. This trouble ticket system shall be accessible to help desk staff, NOC staff, and designated IAOC representatives if requested.
 11. Staff and maintain a User Help Desk between the hours of 8:00 AM and 8:00 PM. This help desk shall provide IT support services for IETF members including support with configuration of the attendees' devices to connect to the wireless and wired networks, Internet access, and printing services.
 12. Provide IETF with a mid-session network report including AP deployment locations, network loading, and monitoring data. Provide daily status reports if requested.
 13. Provide visibility into the state of the network for attendees (e.g., public graphs of network utilization, number of wireless associations, etc.).
 14. Provide sufficient performance monitoring data for proof that adequate performance is being delivered during required operational periods. The performance goals of the network are support of up to 3000 simultaneous connected devices with connectivity availability of at least 99% during the hours when session meetings are in progress.
 15. Remove the network at the conclusion of the meeting commencing no earlier than 60 minutes after the last regularly scheduled meeting has adjourned. Return the meeting facility to a satisfactory pre-meeting state.
 16. Work with IETF Volunteers as directed in the accomplishment of the foregoing.
- C. Vendor shall perform the following services after each contracted meeting:
1. Provide a detailed network utilization report and any lessons learned within two weeks of the meeting. This data will be used for planning future meeting network requirements.
- D. Year-Round Activities:
1. If selected for the storage of the IETF equipment, Vendor will ship as requested.
 2. Vendor is to participate and facilitate the pre-staging of equipment between meetings. During the period between meetings, the network team will request that some subset of the network equipment be powered on, integrated, and made remotely accessible. During this time, the Vendor will provide onsite "remote hands" for the network team.

EXHIBIT B

MEETINGS BUDGET

PRICING

Pricing information has been redacted as Business Confidential.

EXHIBIT C

EQUIPMENT LIST

Linespeed will prepare an IETF equipment list within 60 days of the execution of the contract, and update the equipment list as and when requested, but not less than annually.