AGREEMENT FOR PROVISION
OF
STREAMING SERVICES AND RECORDINGS
FOR
2016 IETF MEETINGS

This Agreement is effective as of January 1, 2016 (the "Effective Date"), by and between the Internet Society ("ISOC"), a District of Columbia non-profit corporation, with its principal offices located in Reston, Virginia (US) and Geneva, Switzerland and Meetecho S.r.l., with offices located Naples, Italy, hereinafter referred to as "Contractor".

WHEREAS, Contractor and ISOC desire to enter into an agreement whereby Contractor shall provide streaming and audio services and recordings at IETF Meetings in 2016, specifically IETF 95 in Buenos Ares, IETF 96 in Berlin and IETF 97 in Seoul.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES:

    a. Contractor shall perform such services as are set forth in Attachment I, the Statement of Work.

    b. These services are a continuation of IETF Remote Participation Services to enhance the participation and integration of remote participants at each IETF Meeting. Experiments may also be conducted during 2016 to further enhance the utility, interface and experience for remote users, remote hubs, working group chairs and on-site attendees.

2. INDEPENDENT CONTRACTOR STATUS:

    a. Contractor acknowledges and agrees that Contractor is an independent contractor and that Contractor, Contractor's employees or agents, if any, are not employees or agents of ISOC for any purpose, including, but not limited, to national or local withholding or employer taxation obligations.

    b. Contractor represents that Contractor has any and all business permits and licenses that may be required to carry out Contractor's services.

    c. Contractor assumes all responsibilities for all taxes, levies, or charges by any governmental entity, whether national, state, provincial, city, local, or otherwise that are associated with the performance of services and her status under this Agreement.

3. TERM:

    a. Term: The term ("Term") of this Agreement is one year beginning on the Effective Date.

b. Extensions: This Agreement may be extended ("Extension") by mutual written agreement of the parties.

4.   COMPENSATION:

   a.   IETF Meetings: Contractor shall be paid for services as described in Attachment 1 as follows:
      1. IETF 95: **Confidential**
      2. IETF 96: **Confidential**
      3. IETF 97: **Confidential**

   b. Expenses: Contractor shall be paid up to **Confidential** total for expenses incurred for the three meetings by the Meetecho team. Expenses include travel, lodging and meals.

   c. VAT: All costs do not include VAT. VAT excluded per Italian art. 7-ter of DPR 633/1972.

   d. Invoices: Contractor shall submit invoices via email within thirty (30) days of each meeting to the IETF Administrative Director. Invoices will be paid within fifteen (15) days after review and approval by the IAD.

5. INTELLECTUAL PROPERTY RIGHTS:

Meetecho hereby irrevocably assigns all of its Intellectual Property Rights in the work it produces under this agreement to the IETF Trust.

6.   TERMINATION:

   a. Either party may terminate this Agreement immediately upon written notice to the other party if such other party materially breaches any of its other obligations under this Agreement (including ISOC's failure to pay without cause), which breach is not remedied within thirty (30) days after notice thereof by the non-breaching party to breaching party, the Termination Date.

7.   TRANSITION:

   a. Regardless of the reason for the ending of this Agreement, or which Party terminates the Agreement, ISOC may require the Contractor to extend provision of services under this Agreement for up to 90 days beyond the Termination Date for purposes of assisting with a transfer of responsibilities to a new or interim service provider (the "Transition Period").

   b. During the Notice Period and/or any Transition Period, Contractor shall cooperate and assist with a smooth transition of responsibilities to a successor when appointed.

8.   ASSIGNMENT: Contractor may not assign or delegate this Agreement (including the Services described in any Attachment or Addendum hereto) or any of its rights or obligations hereunder.

9.   WARRANTIES:

       a. Contractor warrants that it shall perform all duties and services hereunder in a professional and workmanlike manner in accordance with the highest ethical standards.

10.   ENTIRE AGREEMENT: This Agreement is not valid or binding unless and until signed by a duly authorized officer of ISOC and by Contractor. No amendment, modification, extension, release, discharge or waiver of this Agreement, or any provision hereof, shall be valid or binding unless in writing and signed by a duly authorized officer of ISOC and by Contractor. No oral agreement shall be binding on ISOC or Contractor unless and until reduced to writing and signed by a duly authorized officer of ISOC and Contractor. This Agreement, Attachments, and addenda thereto are hereby incorporated in and made a part of this Agreement. In the event of a conflict between the Agreement, Attachment and any addenda, the terms of this Agreement shall prevail.

11.   MISCELLANEOUS:

       a. Counterparts: This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts) each of which shall be an original, but all of which together shall constitute one and the same instrument.

       b. No Violation of Law: If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to a part hereof; no invalidity or unenforceability shall affect any other portion of this Agreement.

       c. Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable U.S. federal law and by the laws of the State of Virginia. Contractor and ISOC hereby submit and consent to the jurisdiction of any court of competent jurisdiction located in Fairfax County, Virginia, USA.

       d. Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

e. Notices: All notices required or permitted hereunder shall be in writing and delivered in person or mailed, by U. S. mail, facsimile, or electronic mail, to the recipient party at the address shown below:

ISOC:

Internet Society
1775 Wiehle Avenue, Suite 201
Reston, VA 20190-5108

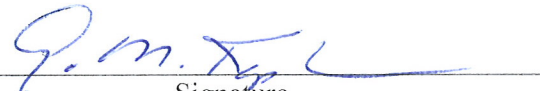Telephone: (703) 439-2120
Fax: (703) 326-9881

Contractor:

Meetecho S.r.l.
Via Carlo Poerio, 89/A,
80121 Napoli, Italy

Telephone:
E-mail: info@meetecho.com

The Parties shall indicate their acceptance of this entire Agreement by signing in the appropriate space provided below.

<u>**INTERNET SOCIETY:**</u>

By: _____
Signature

Gregory M. Kapfer
Chief Financial Officer

Date: 24 November, 2015

<u>**CONTRACTOR:**</u> **Meetecho S.r.l.**

By: _____
Signature

Tobia Castaldi
Chief Executive Officer

Date: Nov. 24, 2015

VAT ID #: 06316021218

MEETECHO SRL
Via Carlo Poerio, 89/A
80100 NAPOLI
Part. IVA 0 6 3 1 6 0 2 1 2 1 8

ATTACHMENT 1

STATEMENT OF WORK

Description:

Real-time streaming and recording of all Working Group meeting sessions, Plenaries, tutorials, and such other events as requested at IETF meetings.

A Meetecho virtual room for each WG, as well as plenary sessions, will be made available.

A synchronized view of the official jabber room, the current slides being presented, a shared note taking editor, an audio and audio-video stream from the room will be made available.

All supported sessions – Working Group, Plenaries, tutorials, and others as requested - will be recorded and made available for future play-out in accordance with the following schedule:

- Working Group sessions and Plenaries get published on-line as web-based recordings 1 day after the session ends;
- Working Group sessions and Plenaries get published on-line on the IETF YouTube channel 7 days after the session ends;
- Tutorials, and others as requested, get published on the IETF YouTube channel 7 days after the meeting ends.

Meetecho will make all recordings available to the Secretariat for archiving on and streaming from IETF servers.

Remote participants will have the possibility to "raise their hand" and inject their own audio and video into the Meetecho virtual room (and thus into the physical room where the WG meeting is happening) through the IETF Virtual Queue Experiment and its successors.

The Virtual Queue Experiment will be made available for all WG meeting sessions, as well as Plenaries.

The Virtual Queue UI will be projected in each room where a second screen or monitor is provided for that use.

In 2016+ Meetecho will have the responsibilities for the streaming audio for each meeting.

Streaming audio responsibilities include:

1. Providing audio recording, streaming and archiving services for 8-10 meeting rooms at each IETF meeting,
2. Producing 100 or more unique archived audio streams during a typical IETF meeting,
3. Working with the local A/V provider to acquire and level set the audio feed from the in room audio mixers,
4. Maintaining the audio streaming hardware and software used to capture, stream and record audio in the IETF meeting rooms. Storage and delivery is the responsibility of Verilan,
5. Programming the audio stream boxes for each meeting to create audio file names referencing specific meeting room names and times,
6. Monitoring and managing the audio streams during each meeting,
7. Uploading the audio recordings to the IETF audio archive, and
8. Responding to and resolving session audio stream issues in real time.