

**CONTRACTED SERVICES AGREEMENT**  
**SECRETARIAT SERVICES**

**THIS CONTRACTED SERVICES AGREEMENT** (this “**Agreement**”) is made effective as of the 1st day of January, 2020, (the “**Effective Date**”) by and between IETF Administration LLC, a Delaware limited liability company (“**IETF LLC**”) and Association Management Solutions, LLC, a California limited liability company (the “**Contractor**”). Contractor and IETF LLC are collectively referred to herein as the “**Parties**”, and each is individually referred to as a “**Party**”.

**1. Services.**

a. Scope. Contractor will provide to IETF LLC certain secretariat and administrative support services, namely the Meeting Services; Clerical Support Services; and IT Support Services and other services described in any Statement of Work(s) (“**SOW(s)**”) executed by the Parties or as otherwise mutually agreed by the Parties (collectively, the “**Services**”). The first SOW is attached to this Agreement as Exhibit A. The Parties may agree to amend the SOW, including nature of the Services and applicable fees, but such changes will only be effective when documented in writing and signed by both Parties.

b. Work Standards. Contractor will perform the Services in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable Services, including the work standards (“**Work Standards**”) set forth in Exhibit B. Contractor agrees to comply with all IETF LLC policies, as provided by IETF LLC to Contractor from time to time.

c. IETF LLC Cooperation. In order to perform the Services and meet the Work Standards, Contractor may need timely information and data, decisions, assistance and cooperation from IETF LLC and the IETF community. Contractor will not be liable for a deficiency in performing the Services to the extent that such deficiency results directly from the IETF LLC or IETF community’s failure to provide timely and material cooperation that has been described and agreed to in a document signed by the Parties.

**2. Staffing**

a. Key Personnel. To the extent any of the Contractor employees identified as “**Key Personnel**” in the relevant SOW terminate their employment with Contractor, either voluntarily or involuntarily, Contractor will notify IETF LLC and consult with IETF LLC on a suitable replacement with equal or greater qualifications. Contractor will provide a suitable replacement within a reasonable period of time and will give IETF LLC ongoing progress reports during its search. Nothing herein will alter the fact that Contractor may in its sole discretion employ its employees as “employees-at-will” and may terminate their employment for any lawful reason.

b. Subcontractors. Contractor plans for the Services to be performed entirely by Contractor employees. Contractor will not engage the services of third party contractors, subcontractors or consultants (“**Subcontractors**”) in connection with the performance of its obligations under this Agreement without the prior written consent of the IETF LLC, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. To the extent IETF LLC consents to the use of any Subcontractors, Contractor will be fully responsible for each such Subcontractor’s compliance with the terms of this Agreement and for all actions and omissions of such Subcontractors in their performance or failure to perform as required hereunder. Contractor will be responsible for all taxes and other costs and expenses attributable to the compensation payable to, and the Services provided by, Contractor under this Agreement.

c. Independent Contractor. Contractor’s relationship with IETF LLC will be that of an independent contractor and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Consistent with broad direction set by IETF LLC, Contractor will determine what actions are required to perform the Services and to achieve the relevant objectives. Contractor will provide its own equipment and set its own hours. Contractor may engage on other projects during the term of this Agreement, provided such work does not present a conflict of interest, result in disclosure of CI or otherwise interfere with Contractor’s ability to complete the Services under this Agreement in a satisfactory manner. Contractor will not be provided any training by IETF LLC and is expected to have all the expertise necessary to carry out the Services. Contractor will be responsible for the compensation of its personnel, including any Subcontractors, and will pay all related taxes, contributions and benefits. IETF LLC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Contractors’ personnel.

3. **Term.** The initial term of this Agreement will begin on the Effective Date and end on December 31, 2021. The Parties may agree in writing to renew the engagement for two successive two-year renewal periods upon expiration of the then current term (for a possible maximum total term of six years from the Effective Date), and the terms of this Agreement will continue to apply during any such renewal terms.

4. **Termination.**

a. For convenience. IETF LLC may terminate this Agreement, any SOW or any subset of Services at any time and for any reason with 90 days’ prior written notice to Contractor. In addition, the failure by the Parties to renew the Agreement by the last day of the then current term will terminate the Agreement, unless the Parties have agreed to extend the period for renewing the Agreement.

b. For cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches an obligation of this Agreement and does not

cure such breach to the reasonable satisfaction of the non-breaching Party within 45 days of receiving notice of such breach.

c. Transition. Upon notice of termination for any reason by either Party in accordance with the terms of this Agreement, or in the event the Parties do not intend to renew the Agreement (in whole or in part) at the end of the then current term, the Contractor will assist IETF LLC in the orderly and timely transition of the Services, or a subset thereof, to a successor provider (a “**Successor**”) by providing certain transition Services (the “**Transition Services**”). Contractor agrees to perform Transition Services upon IETF LLC’s request, for a period determined by IETF LLC, but not to exceed 6 months after the date of expiration or termination of the Agreement. The Transition Services will include providing IETF LLC and/or a Successor with all documentation of operational and procedural practices required for the orderly transition; transitioning applicable help desk functions; providing joint project planning; and, consistent with Contractor’s contractual confidentiality obligations to third parties, providing IETF LLC and/or its designees all information that is reasonably necessary to enable a Successor to provide the Services, or a subset thereof. During any period of Transition Services that extends beyond the date of termination or expiration of this Agreement, Contractor will nonetheless continue to perform Services in accordance with the Work Standards and fee structure in effect on the date of notice of termination, unless the Parties mutually agree, pursuant to good faith negotiations, to the application of a revised fee structure during that extension period. To the extent that the scope of Contractor’s overall obligations hereunder materially increases or decreases as a result of the agreement between the Parties regarding Contractor’s performance of such Transition Services, the Parties will mutually agree to a revised fee structure which adequately compensates Contractor for such additional or reduced scope of work. All other terms and conditions of this Agreement will continue to apply during Contractor’s provision of such Services & Transition Services.

d. Effect of termination. Upon the later of the effective date of expiration or termination of this Agreement or the end of the Transition Services period (hereafter, the “**Termination Date**”), Contractor will have no further obligation to perform the Services. Within 7 days of the Termination Date, Contractor will return to IETF LLC (without retaining copies) all documentation and other materials relating to the Services (except for the records described in Section 6, or, at IETF LLC’s request, destroy all copies of such documentation and materials and certify in writing that such destruction has occurred. Within 30 days after review and acceptance of an undisputed final invoice, IETF LLC will pay to Contractor all Contractor fees, reimbursable expenses and approved costs that are due and owing for the Services and Transition Services.

e. Survival. The provisions of Sections 4, 6, 7, 8, 10, 12, and 14 will survive the expiration or termination of this Agreement.

## 5. **Compensation and expenses.**

a. Compensation. IETF LLC will compensate Contractor for the Services at the rates set forth in the applicable SOW and in accordance with the schedule set forth therein. Contractor will send an invoice on a monthly basis or as otherwise set forth in the applicable SOW to IETF LLC at [exec-director@ietf.org](mailto:exec-director@ietf.org), which invoices will include a description of Services performed. IETF LLC will pay undisputed amounts of such invoice within 15 days of receipt. An invoice is deemed undisputed if IETF LLC does not notify AMS of a dispute in writing within 15 days of receiving the invoice. All payments of undisputed amounts received by AMS later than thirty (30) days after receipt of invoice by IETF LLC shall bear interest at the lesser of the highest rate permissible under applicable law or the rate of 1.5% per month, calculated daily and compounded monthly.

b. Expenses. IETF LLC will reimburse Contractor for pre-approved expenses in accordance with the IETF LLC's travel and expense reimbursement policy currently set forth at <https://ietf.org/about/administration/policies-procedures/travel-expense/> which may be updated from time to time by IETF LLC. IETF LLC will reimburse Contractor for: (a) direct expenses incurred according to the IETF LLC's travel and expense reimbursement policy; (b) all valid and verified third-party fees and costs incurred by Contractor in accordance with the performance of its obligations hereunder, including but not limited to hotel room reservations, meeting facility, and equipment rentals that are pre-approved in writing by IETF LLC; (c) bank expenses, as pre-approved by IETF LLC; and (d) other expenses pre-approved in writing by IETF LLC in writing. Contractor will be solely responsible for all other costs and expenses incurred in performance of this Agreement. Contractor will track all expenses and provide a brief email summary to IETF LLC on a monthly basis.

## 6. **Records & Audit.**

a. Records. Contractor agrees to keep and maintain, during the term of this Agreement and for a period of three (3) years thereafter, or for longer periods as required by law or as reasonably requested by IETF LLC (such as for financial or tax purposes or in connection with any ongoing or threatened litigation, suit or proceeding), full and complete records that relate to the provision of Services and that fully substantiate all charges invoiced and Services performed pursuant to this Agreement. All such records will be kept in accordance with generally accepted business and accounting practices, and the IETF LLC policies currently set forth at <https://ietf.org/about/administration/policies-procedures/> as may be updated from time to time by IETF LLC. The IETF LLC shall notify AMS of any substantial updates to these policies, as they may be updated from time to time, so that AMS can remain compliant.

b. Audit. During the term of this Agreement and not more than once per calendar year (unless circumstances warrant additional audits as described below), having given at least 10 business days' notice, the IETF LLC or its representatives (reasonably acceptable to Contractor) may audit the Contractor's records, documents, books, files, relevant IT systems and data centers, as used in the performance of this Agreement, to ensure compliance with this Agreement. Notwithstanding the foregoing, the Parties agree that the IETF LLC or its

representatives (reasonably acceptable to Contractor) may conduct an additional audit of Contractor during and within four (4) years after the term of the Agreement, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of claims of Contractor's misappropriation, fraud, or business irregularities of a potentially criminal nature, (iii) ongoing or threatened litigation, suit or proceeding, or (iv) the IETF LLC reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to the IETF or the IETF LLC. Contractor and the IETF LLC will use reasonable efforts to agree in advance on reasonable timing and scope of the audit. Contractor will set reasonable security controls applicable to the audit (including restricting access to Contractor's trade secrets and data belonging to Contractor's other customers) as may be reasonably acceptable to the IETF LLC auditors. All such audits shall be at IETF LLC's expense, except to the extent such audits reveal a breach by Contractor of its obligations to IETF LLC. Any adjustments in favor of IETF LLC that arise from any such audit of Contractor will be recognized as an adjustment of any future payment due to Contractor or, if no future payment is so due, Contractor will promptly pay the amount of any such adjustment to IETF LLC, unless Contractor disputes the results of the audit in good faith, in which case the parties will submit to the dispute resolution processes described below. To the extent such audits cause or result in data loss, security breaches, intellectual property misappropriation, or IT system errors (unless disputed by IETF LLC in good faith), the IETF LLC shall reimburse Contractor for Contractor's resulting costs.

## **7. Confidentiality & Data Privacy.**

a. Confidentiality. In the course of Contractor's engagement with IETF LLC, either Party may be exposed or have access to information, materials or documents that the other Party considers confidential and that is provided to the receiving Party under circumstances reasonably indicating that they are confidential or proprietary ("CI"). Each Party agrees, during this Agreement and for five years from the expiration or termination thereof, except with regard to trade secrets for which the confidentiality obligations shall survive in perpetuity, to maintain the other Party's CI as confidential, and to not disclose or cause to be disclosed the other Party's CI, nor use the other Party's CI for any purpose, except as necessary for the purposes of performing under or receiving the benefits of this Agreement. Each Party will return or destroy any CI in its possession upon termination of this Agreement upon the request of the other Party. 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 receiving Party's obligations hereunder with respect to CI, and such further relief as any court of competent jurisdiction may deem just and proper. Confidential Information does not include information which (i) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party.

b. Data Privacy. Contractor may access, collect, use, store and share all IETF data, including but not limited to IETF LLC CI, personal data, content in any form, and any other data received, collected, created or generated by or on behalf of, or made available to Contractor in the course of performing under this Agreement, solely as necessary to perform the Services and/or produce the Work Product. IETF LLC retains all right, title, and interest in the IETF LLC data. Contractor agrees to comply with all applicable laws and IETF LLC policies regarding the treatment, processing and protection of IETF LLC Data that are provided to Contractor in writing, including any personal information, as further set forth in the Data Processing Addendum attached to this Agreement as Exhibit C.

## **8. Intellectual Property.**

a. Work Product. The IETF Trust is a Virginia common law non-profit Trust whose beneficiary is the IETF community. The IETF Trust will own all right, title and interest in and to all information, materials and other proceeds that Contractor creates in the course of, or that otherwise result from, the Services or Contractor's engagement with IETF LLC, except as described as Contractor IP below ("**Work Product**"). All Work Product will be deemed "works made for hire" to the extent permissible under the copyright law, and to the extent any Work Product may not be so deemed, Contractor hereby assigns all right, title and interest in and to all intellectual property and other proprietary rights in such Work Product to the IETF Trust. Contractor will not incorporate any third party intellectual property into the Services or Work Product without IETF LLC's prior written consent. Work Product excludes all information, materials, and works created independently of the Services for Contractor's own use or for Contractor's use with other customers. Contractor retains ownership in (i) all other works Contractor created prior to this Agreement or creates in the future outside of the specific scope of the Services and Contractor's engagement with IETF LLC and (ii) any software code or tools created by Contractor, other than any specific software code or tool that the parties agree in writing constitutes Work Product under this Agreement ("**Contractor IP**"). For the avoidance of doubt, all versions of software code, internal tools, and registration tools developed by Contractor and related to ARO Software, is Contractor IP and the IETF Trust has no right, title or interest in the Contractor IP, except for the licenses granted in this Agreement or a Statement of Work executed by both parties. Upon termination of this Agreement, Contractor will provide to IETF LLC any working drafts or other interim phases of Work Product as they exist upon termination. The IETF Trust will enter or extend its separate license agreement with Contractor to provide Contractor with the rights to use IETF Trust IP, as necessary to perform the Services. To the extent applicable and solely to the extent of its rights therein, the IETF LLC hereby grants to Contractor a worldwide, non-exclusive, royalty-free, non-transferable, non-assignable, non-delegable, and non-sublicensable license to use all Work Product solely during the term of this Agreement and solely to the extent necessary for Contractor to perform the Services.

b. Third Party Software. IETF LLC agrees and acknowledges 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 IETF LLC shall be owned by Contractor, or its third party providers, as applicable.

c. Domain Names. IETF LLC acknowledges that so long as Contractor is not the Registrant, Administrative or Billing Contacts for each of the domain names registered on or behalf of the IETF ("Domain Names"), Contractor may not make changes to the Domain Names registrations. Accordingly, Contractor shall not be liable for any demands or claims arising from (i) a breach by Contractor of this Agreement or (ii) the Domain Names becoming unavailable to the public, in each case to the extent such demands or claims result from changes or modifications to the registration information or name servers associated with the Domain Names made by a third party outside of Contractor's control (including the IETF Trust or its third party designee). Contractor may be designated as the Technical Contact for any such Domain Names as necessary to perform Services pursuant to this Agreement.

d. Contractor IP. Contractor hereby grants to IETF Trust and IETF LLC a perpetual, irrevocable, world-wide, non-exclusive, royalty-free, license to use, reproduce, display and otherwise fully exploit any Contractor IP incorporated into or otherwise necessary to use the Work Product for the purposes for which they are intended, including with the right to sublicense to the IETF community and to IETF LLC's service providers (but only to the extent necessary in order to permit IETF LLC to obtain the benefit of this Agreement); provided that (i) neither the IETF Trust nor IETF LLC may sublicense Contractor IP in a manner that permits others to compete with Contractor in providing the Services and (ii) solely with respect to the ARO Software, related code and modifications, and other Contractor IP explicitly identified by AMS in writing, the foregoing license granted to IETF Trust and IETF LLC will terminate together with this Agreement (provided that Contractor will provide IETF LLC with all IETF related data related or hosted by such software upon termination).

e. Data. As between the Parties and IETF Trust, all data not owned by third parties that is used or created by Contractor in the course of the Services, or that is provided to Contractor by or on behalf of IETF Trust and IETF LLC in the course of the Services will be the property of the IETF Trust, provided that this provision shall not affect Contractor's ownership in the underlying Contractor IP used to perform the Services as set forth in Section 8(a) above.

9. **Warranties**. Contractor warrants that (i) it will perform all Services in a professional and workmanlike manner, in accordance with highest ethical standards, (ii) it has the right and authority to enter into this Agreement, (iii) it has the knowledge and skills to provide the Services, (iv) it will comply with all applicable laws, statutes, or regulations in the performance of the Services, (v) that it will comply with all reasonable IETF LLC policies that are provided by IETF LLC to Contractor in writing from time to time (including those posted at <https://ietf.org/about/administration/policies-procedures/>, as updated from time to time) and (vi) the Services and Work Product, and the use of any Contractor IP in

accordance with this Agreement, will not violate or in any way infringe upon the rights of third parties. Contractor's warranty obligation in (vi) does not extend to any infringement arising out of or related to: (i) a combination of the Service or Work Product with products or services not provided by or agreed to by Contractor, or (ii) IETF LLC's use of the Service or Work Product in breach of the Agreement. Contractor warrants that the Services and Work Product will comply with any applicable documentation, specifications and written descriptions agreed to by the Parties, and in a reliable and secure manner. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY EXHIBIT HERETO, NEITHER PARTY NOR THE IETF TRUST MAKES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### **10. Indemnification.**

a. Indemnification of IETF. Contractor agrees to indemnify, defend and hold IETF LLC and its member, directors and officers, and the IETF Trust and the IETF Trustees (collectively, "IETF Indemnified Parties") harmless from all third party claims (i) arising as a result of Contractor's (or any Subcontractor's) breach of this Agreement, (ii) alleging that all or any part of the Work infringes or misappropriates any intellectual property rights of any third party, or (iii) in connection with Contractor's (or any Subcontractor's) gross negligence or willful misconduct.

b. Indemnification of Contractor. IETF LLC agrees to indemnify, defend and hold Contractor (and its officers, directors, managers, owners and agents) harmless from all claims of third parties (i) arising as a result of IETF LLC's breach of this Agreement, (ii) relating to Contractor's use of the IETF LLC Data in accordance with this Agreement, (iii) asserting that its rights were infringed as a result of using materials provided to such Contractor indemnified party by IETF LLC in the manner, and for the purposes, for which such use was specifically authorized in performance under this Agreement, and without violation of any law, regulation, IETF LLC policies that Contractor has agreed to comply with, or contractual obligation; and (iv) relating to IETF LLC's, or its agents' gross negligence or willful misconduct.

c. Terms of Defense and Indemnification. An indemnified party will promptly notify the indemnifying Party, in writing, of any claim for which it believes that it is entitled to indemnification. An indemnified party will, at the indemnifying Party's request and expense, allow the indemnifying Party to conduct and/or settle all negotiations and litigation resulting from the claim. Notwithstanding the foregoing, the indemnified party may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if the retention of such counsel is necessary because of a conflict of interest of either the indemnifying Party or its counsel or because the indemnifying Party does not promptly assume control of the claim, the indemnifying Party will bear the expense of such counsel.

No indemnified party will have authority to settle any claim on behalf of the indemnifying Party. Each indemnified party will cooperate with the indemnifying Party, who will reimburse the indemnified party for any out-of-pocket expenses (including the reasonable fees of attorneys and other professionals) the indemnified party incurs in providing the requested assistance.

d. Exclusions from Obligations. Contractor's infringement indemnity obligation does not extend to any claims arising out of or related to: (i) a combination of the Service or Work Product with products or services not provided or approved by Contractor, or (ii) IETF LLC's use of the Service or Work Product in breach of the Agreement.

e. Limited Remedy. The provisions of this Section 10 set forth each party's sole and exclusive obligations and sole and exclusive remedy with respect to actual or alleged infringement of third-party Intellectual Property Rights.

**11. Insurance.** Contractor will maintain any required and customary insurance in amounts and types reasonable for the type of business conducted by Contractor and at IETF LLC's request, will make IETF LLC an additional insured under any such applicable policy. Contractor will provide evidence of insurance and endorsements at IETF LLC's request, and will cooperate with IETF LLC in good faith to adjust such insurance coverage as appropriate for the Services.

**12. Limitation of Liability.** EXCLUDING INDEMNIFICATION, CONFIDENTIALITY, DATA SECURITY, PUBLICITY AND GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT (I) FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR (II) IN AN AMOUNT EXCEEDING THE AGGREGATE FEES PAID BY IETF LLC TO CONTRACTOR PURSUANT TO THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD PRIOR TO ACTION GIVING RISE TO SUCH LIABILITY FOR ANY PURPOSE HEREUNDER WHATSOEVER REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE). Each party's total aggregate liability for damages related to claims that are the subject of indemnification, confidentiality, data security, and publicity shall not exceed Three Million Dollars (\$3,000,000). The limitations of liability do not apply to either party's gross negligence or willful misconduct.

**13. Dispute Resolution.** The Parties will first negotiate in good faith to attempt to resolve any dispute arising in connection with this Agreement, including escalation to representatives of each Party. If the dispute is not resolved within 30 days of escalation, either Party may initiate mediation with a mutually agreed upon mediator, with substantial experience handling complex business transactions or litigation. If the Parties are unable to resolve the dispute(s) by mediation, then either Party may initiate arbitration. The arbitration will be initiated and conducted according to the American Arbitration Association's ("AAA") Commercial Arbitration Rules, in a mutually agreed upon location

before a single neutral arbitrator appointed in accordance with the AAA's Arbitration Rules. If either Party refuses to perform any of its obligations under the final arbitration award (following appeal, if applicable) within the time specified therein or, if no such time is specified, within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction.

#### **14. Miscellaneous.**

- a. Governing Law. This Agreement will be governed by Delaware law.
- b. Assignment. Neither party may assign or delegate any of its rights or obligations set forth in this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.
- c. Third Party Beneficiaries. This Agreement is binding and will inure solely to the benefit of the Parties hereto (and to the benefit of the IETF Trust with respect to intellectual property), and their respective successors and permitted assigns. The IETF Trust and the indemnified parties in Section 10 is the only intended third party beneficiaries to this Agreement. Other than the IETF Trust and the indemnified parties, nothing in this Agreement will be enforceable by a third party.
- d. Force Majeure. To the extent caused by hurricane, earthquake, other natural disaster or act of God, terrorism, war, labor unrest, general failure of the Internet or of communications systems, or other forces beyond the performing party's reasonable control (collectively, "Force Majeure"), no delay, failure, or default, will constitute a breach of the Agreement. The time for performance shall be extended for a period equal to the duration of the Force Majeure event. The performing party shall use reasonable efforts to minimize the delays, to notify the other party promptly, and to inform the other party of its plans to resume performance.
- e. Entire Agreement; Amendment. This Agreement, together with any SOWs and Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Parties may amend this Agreement in writing signed by both Parties.
- f. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.
- g. Notices. All notices, requests, directions, approvals or other communications to be provided hereunder will be in writing and will be deemed to have been sufficiently given (a) upon receipt if delivered in person; or (b) on the date transmitted if by email or facsimile.

All notices will be sent to the applicable Party at the address(es) set forth below (or as otherwise instructed in writing by such Party):

**If to IETF LLC:**

IETF Administration LLC  
Attn: Executive Director  
[exec-director@ietf.org](mailto:exec-director@ietf.org)  
1000 N. West St, Ste. 1200  
Wilmington, DE 19801

**If to Contractor**

AMS, LLC  
Attn: Karen Moreland  
[kmoreland@AMSL.com](mailto:kmoreland@AMSL.com)  
5177 Brandin Court  
Fremont, CA 94538

Read and agreed to by:

**IETF ADMINISTRATION LLC  
SOLUTIONS, LLC**



By: Jay Daley  
Title: IETF Executive Director  
Email: [exec-director@ietf.org](mailto:exec-director@ietf.org)

**ASSOCIATION MANAGEMENT**



By: **Karen Moreland**  
Title: **Owner**  
Email: [kmoreland@AMSL.com](mailto:kmoreland@AMSL.com)

**EXHIBIT A**  
**STATEMENT OF WORK #1**

This Statement of Work #1 (“**SOW**”) is entered into effective as of this 1st day of January, 2020 (the “**Effective Date**”) by and between Association Management Solutions, LLC (“**Contractor**”) and IETF Administration LLC (“**IETF LLC**”). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 1st January 2020 by and between the Parties (the “**Agreement**”). Any term not defined herein will have the meaning ascribed to it in the Agreement. This SOW must be signed by both Parties to be effective.

**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 of this SOW and may require revision as the relationship between the Parties progresses.
2. Contractor will provide Secretariat services for the IETF Community in accordance with this Statement of Work.

**II. GENERAL DEFINITIONS**

In this SOW, the following terms shall have the following meanings:

“**Blue Sheets**” means attendance records for Working Group and BOF sessions.

“**Board**” means the Board of Directors of the IETF LLC.

“**Executive Director**”, means the IETF LLC Executive Director.

“**IETF Community**” means the self-selected community of individuals who participate in the IETF either in person at IETF Meetings or through any form of remote participation.

“**IETF Fundraiser**” means the organization(s) or individual(s) identified as such by the IETF LLC.

“**IETF Meetings**” means the scheduled general meetings of the IETF Community, which are held in furtherance of the IETF’s mission of standards development for the Internet.

“**Meeting Host**” means an organization or individual that supports an IETF Meeting through the level of sponsorship identified as “IETF Meeting Host”.

“**Meeting Proceedings**” means the record of an IETF Meeting, including but not limited to, reports, agenda, minutes, recordings, Blue Sheets, slides, drafts and other documents. See <https://www.ietf.org/how/meetings/proceedings/>.

**“Sponsor”** means an organization or individual that supports an IETF Meeting or related event through sponsorship, which may be multi-year or event specific.

**“Supported Organizations”** means any Working and Research Groups as well as the Internet Engineering Steering Group (IESG), Internet Architecture Board (IAB), IETF Administration LLC (LLC), Internet Research Task Force (IRTF), Internet Research Steering Group (IRSG), RFC Series Oversight Committee (RSOC), RFC Series Editor (RSE), Independent Submissions Editor (ISE) and Nominating Committee (NomCom).

### **III. THE SERVICES**

The Secretariat services (the **“Services”**) that Contractor will provide to IETF LLC and the Supported Organizations include:

- A. IETF Meeting and Retreat Services
- B. Clerical Support Services
- C. IT Support Services

#### **A. IETF Meeting and Retreat Services**

Each year the IETF conducts three, one-week IETF Meetings in locations throughout the world, usually in March, July and November. Over a two-year cycle the IETF intends to hold six meetings, alternating between North America, Europe and Asia.

The requirements for IETF Meeting venues are set forth in the [IETF Meeting Requirements RFP Overview](https://www.ietf.org/media/documents/IETF-RFP-Template-for-Posting-on-IETF-Website-18-Sep-2018.xls.pdf) available at <https://www.ietf.org/media/documents/IETF-RFP-Template-for-Posting-on-IETF-Website-18-Sep-2018.xls.pdf>, which requirements may be updated from time to time by the Executive Director or Contractor with the Executive Director’s approval. Contractor will provide staff support services as necessary to ensure smooth operation of all these meetings.

The Contractor will identify potential IETF Meeting locations and venues, evaluate potential locations in accordance with the specified venue selection criteria, organize and conduct site visits, negotiate contracts with the IETF Meeting venue, third party vendors and one or more hotels for each IETF Meeting; organize and attend pre-meeting venue visits; set the agenda for the sessions throughout the week; schedule and execute additional meetings outside the main agenda; run the registration desk; oversee contract performance by the venues and hotels, including food and beverage, housing, teleconference support, and audio visual support; arrange for retreat venues; provide comprehensive reporting services and other duties as more specifically set forth below.

##### **1. IETF Meetings.**

a. Location, Selection, and Sponsors.

- i. Based on the selection of IETF Meeting locations by the IETF LLC, Contractor shall identify the available venues for three (3) IETF Meetings each calendar year. Contractor will prepare a preliminary report outlining potential economic, human rights and immigration issues, solicit, compile and, together with the Executive Director, assess community input for potential IETF Meeting locations and recommend locations to be determined “acceptable”. Contractor will issue RFPs to acceptable venues, evaluate proposals and negotiate terms, arrange and conduct all necessary site visits, prepare comprehensive site report for each location considered, prepare assessment of venue options in conjunction with specified venue selection criteria to ensure venue conforms with the criteria and requirements. Contractor will make the final recommendation for approval of a venue for a specific IETF Meeting to the Executive Director. Following approval, Contractor will negotiate the contract terms, provide to the Executive Director for review and approval, and ultimately sign the approved contract.
- ii. The Contractor will work with the IETF Fundraiser to ensure Meeting Hosts and Sponsors are informed of their responsibilities and ensure their benefits are fulfilled and tracked.
- iii. The Contractor shall work with local destination management organizations to identify and apply for available funding and services, manage fulfillment of the related conditions and work with the destination management organization to ensure payment and services are received.

b. IETF Meeting Calendar.

- i. The Contractor shall use commercially reasonable efforts to recommend IETF Meeting venues for approval no less than two (2) years in advance of such IETF Meetings and to the extent possible three (3) years in advance.
- ii. IETF Meeting dates shall be fixed at least three (3) years in advance so as to avoid clashes with other major networking standards organizations or relevant events in accordance with the IETF LLC Meeting Clash Policy. The Contractor shall gather information with those other organizations, as appropriate, to avoid clashes.

c. Competitive Bids and Contracting.

- i. Based on the selection of IETF Meeting locations and venues by the Executive Director, Contractor shall be responsible for soliciting,

qualifying and negotiating written bids from third party venue and hotel vendors for such IETF Meeting venues and dates. Contractor shall use the IETF Venue Selection Criteria to qualify venues and hotels [<https://datatracker.ietf.org/doc/draft-ietf-mtgvenue-iaoc-venue-selection-process/>]

- ii. Contractor shall provide all contracts to the Executive Director for review and approval.
- iii. All contracts with third party vendors relating to IETF Meetings and Retreats, other than Meeting Host and Sponsor agreements, shall be executed by Contractor as an agent of IETF LLC, provided, however, that each such contract shall be approved in writing by the Executive Director and recognize Contractor as an agent of IETF LLC or expressly permit Contractor to assign such contract in its entirety to IETF LLC.

d. Hotel Accommodations.

- i. Contractor shall reserve an appropriate number of hotel rooms (approximately 3,500 room nights) in as many hotels as necessary based upon the anticipated attendance for such Meetings as provided by the Executive Director.
- ii. Contractor shall provide hotel reservation coordination services for the NomCom chair, IRTF chair, IAB members, IESG members, IETF LLC board members and officers, the NOC and any additional people as requested by the Executive Director.

e. Commissions.

- i. Commissions paid have impacts on attendance, costs and IETF Meeting fees. Contractor shall obtain the consent of and any guidance from the Executive Director prior to negotiating contracts with commissions. Any commissions obtained shall be paid as directed by the Executive Director.
- ii. Commissions received impact IETF Meeting revenues and accordingly, IETF Meeting registration fees and attendance. Contractor shall negotiate commissions on guest rooms, F&B and other items, wherever possible, with commissions obtained to be paid to IETF LLC, or as otherwise directed by the Executive Director.

f. IETF Meeting Accommodations.

- i. Contractor shall make arrangements for IETF Meeting and Hackathon accommodations.
- ii. Contractor shall coordinate (with the assistance of a scheduling tool) with Area Directors, Working Group Chairs, Birds of a Feather (BOF)

session chairs, and Research Group Chairs to provide a schedule for meeting sessions that is best able to meet their requirements.

- iii. Within the IETF Meeting venues, Contractor shall arrange for food and beverage, audio visual, and an appropriate number of conference rooms, while adhering to strict budgetary constraints as assigned for each group, to accommodate anticipated Working and Research Group sessions and other breakout meetings which includes at least the following:
  1. At least one room, or a combination of meeting rooms, which can accommodate approximately 85% of the anticipated IETF Meeting attendees for the IETF plenary sessions;
  2. Office and storage space for the Contractor staff, Board, the NOC, and other volunteers of the IETF Community to handle the administration and management of the IETF Meetings;
  3. Meeting rooms, including audio visual equipment and speakerphones for the IAB, IESG, IETF LLC, IRTF, Hackathon, the Host, the IETF NomCom, IETF Systems, and various IETF programming and committees for breakfast meetings, lunches, dinners and such other meetings as required in accordance with the IETF LLC Meeting Room Policy;  
[<https://www.ietf.org/how/meetings/meeting-rooms-policy/>]
  4. Conference rooms that can be used for training sessions as determined in consultation with the EDU Team and Executive Director;
  5. A network access room (commonly referred to as the "Terminal Room") to accommodate approximately 5% of expected attendees where participants can sit and obtain wired and wireless Internet access, electrical power, and printing facilities;
  6. An accommodation in venue contracts of wireless Internet access in all meeting rooms and appropriate public areas, such as meeting lounge areas;
  7. A network operations center (commonly referred to as the "NOC") and Help Desk of appropriate size and location to handle the network operations and customer support during the IETF Meetings;
  8. Audio visual equipment in each of the meeting rooms to accommodate presentations from laptop computers via wired or wireless Internet connections and microphones for the chairs, speakers, confidence monitors and at least two microphones for session attendees;
  9. Remote participation services in each of the breakout sessions and all appropriate AV equipment to support remote participation services; and

10. Electrical services and power supplies in each of the conference rooms, which may or may not include the plenary facilities, at the Meeting venue, adequate for a majority of participants to obtain electrical power.
- iv. Contractor shall provide a mailing list for IETF Meeting attendees to communicate issues/problems directly to the NOC team, during the IETF Meeting.
- v. Catering for morning and afternoon breaks, and possibly light breakfast and/or lunch, as required and approved by the Executive Director.
- vi. Arrangements for and coordination of the Welcome Reception,, Newcomers' Dinner, Systers' networking event and other receptions as requested by the Executive Director.
- vii. Provide for promotion of the IETF social event on the IETF Meeting web page.

g. Registration Services.

- i. Contractor shall arrange for advance and onsite registration services for each IETF Meeting. Such registration services shall be conducted both online, at least three (3) months in advance of such IETF Meetings, as well as real-time onsite registrations during the actual Meetings.
- ii. Moreover, such registration services shall include the collection of all IETF Meeting fees on behalf of the IETF Community, with a variety of payment methods including all major credit cards, PayPal and wire transfers. Fees shall be deposited directly into an IETF LLC account.
- iii. Registration services must include the ability to support multiple registration types, fee schedules, and special event registration systems.
- iv. Contractor shall collaborate with Executive Director in efforts to identify local organizations, including possibly Sponsors, Meeting Hosts, or government agencies, to provide local letters of invitation to attendees. Contractor shall work with identified organization and provide templates and information to ensure letters of invitation are appropriately created. Contractor shall incorporate local letter of invitation into registration system to provide electronic Letters of Invitation within one (1) business day. Contractor shall ensure signatory at local organization receives hard copy requests and issues letters within three (3) business days to participants who register and need them in order to obtain visas or other travel documents. Prepayment of registration fee shall not be required for the issuance of a Letter of Invitation when the participant has previously attended an IETF Meeting.

- v. Contractor shall provide online ticketing system for IETF social events. Social event payments will be deposited directly into the IETF LLC bank account when event registration opens or as soon thereafter as the Social details are fixed. Contractor shall be responsible for distribution and tracking of social tickets.

h. Pre-Meeting Preparation.

- i. Contractor shall coordinate with the venues, local Sponsors and Meeting Hosts (if any), and with other Contractors, as well as IETF Community volunteers to deploy the network services.
- ii. Contractor shall organize a pre-meeting venue visit, including a set agenda and hotel reservations, in coordination with venue, A/V, NOC volunteers, NOC Network Contractor, Meeting Hosts and other necessary Contractors and/or Sponsors.
- iii. Contractor shall call for session agendas from Working Group chairs and BOF session chairs, and the Contractor shall provide a means for posting session agendas and presentations prior to the IETF Meetings.
- iv. Contractor shall work with Area Directors, the IETF Chair, the IAB Chair, and the IRTF Chair to plan and approve the IETF Meeting schedule, including plenary sessions and any additional sessions that they approve. Contractor shall gather information for the schedule from Working Group and Research Group Chairs.
- v. Contractor shall provide name badges and printed and electronic agendas for attendees.
- vi. Contractor shall develop, print and deploy all IETF Meeting signage, including signage to recognize Sponsors.
- vii. Contractor shall arrange for IETF equipment to be shipped to venue and provide shipping assistance as necessary for special events.
- viii. With sufficient notice, Contractor shall provide additional services, such as printing of signage or tickets for the Social.
- ix. Contractor shall prepare a detailed timeline of various deadlines leading up to each IETF Meeting, such as start of registration, dates for submission of agenda requests, Internet-Draft submission deadlines, etc., which shall be approved by the IETF Chair and then published at least 4 months in advance of the IETF Meeting. Contractor shall strictly adhere to the published schedule.
- x. Contractor shall establish a schedule of announcements, in alignment with the IETF Meeting deadlines, to announce various aspects of the IETF Meeting and provide reminders to the community.
- xi. Contractor will create, manage and maintain web pages detailing various aspects of the upcoming three IETF Meetings.
- xii. Contractor will create, manage and maintain an IETF Meeting wiki to provide attendees with information related to the IETF Meeting.

i. Sessions.

- i. Contractor shall arrange for the logging of attendance at Working Group and BOF sessions through the use of Blue Sheets, including creation, distribution, collection thereof, and for the posting of minutes, presentations and Blue Sheets to online Proceedings.

j. Security.

- i. Contractor shall review security threats and emergency plans with the Venue prior to each IETF Meeting. Any issues or concerns shall be brought to the attention of the Executive Director.
- ii. Contractor shall make arrangements for onsite security as requested by the Executive Director.

k. Community Meeting Feedback.

- i. Contractor shall develop surveys, under the guidance of the Executive Director, regarding the overall satisfaction of the IETF community with the IETF Meetings, including the performance of Contractor in the delivery of its services.

**2. Financial Support Services**

a. Accounts Payables

- i. Contractor shall be responsible for the management of payment schedules (ie. tracking deadlines) for all IETF Meeting deposits and will inform the CPA firm when payments need to be made.
- ii. Contractor will be responsible for reconciliation of meeting expenses after each IETF Meeting. Contractor will inform CPA firm of all final meeting expenses to be paid after reconciliation is complete.

b. Accounts Receivables

- i. Contractor shall provide meeting registration reconciliation report to CPA firm each month.
- ii. Contractor will invoice all meeting sponsors, and will upload copies of invoices to a shared drive provided by CPA firm.
- iii. Contractor shall invoice meeting hotels to ensure receipt of all hotel commissions. All copies of invoices will be uploaded, by Contractor, to a shared drive provided by CPA firm.

- iv. Contractor will reconcile all IETF Meeting revenue (sponsorship, registration, hotel commissions, other).
- v. For IETF Meetings that require VAT payments, Contractor will work with the selected IETF LLC VAT Tax Authority Contractor to ensure that the IETF complies with all reporting requirements in order to qualify for VAT tax reimbursement.

c. IETF Meeting Financial Management

- i. Contractor shall provide a proposed budget before venue contract execution.
- ii. Contractor shall provide a forecast prior to each IETF Meeting.
- iii. Contractor shall provide a financial report of each IETF Meeting to the Executive Director. The preliminary IETF Meeting financial report shall be provided within 45 days of the IETF Meeting, with a final report due upon the Master Account reconciliation, but not later than sixty (60) days after the IETF Meeting.
- iv. The Master Account reconciliation will be pursued in a diligent and expeditious manner, typically within thirty (30) days.
- v. Contractor will provide a statement of IETF Meeting and social registrations fee payments weekly.
- vi. Contractor will provide a report of its actual versus budget performance for each meeting.
- vii. All budgets shall be subject to Executive Director approval.

**3. Retreats**

a. Requirements

- i. The Supported Organizations and the Board each may take one or two retreats annually.
- ii. The Contractor shall, upon request by the Executive Director, negotiate contracts for meeting space, hotel accommodations, food and beverage, Internet access, teleconference, and audio-visual support as needed.
- iii. Contractor shall provide hotel reservation coordination services for attendees, as needed.
- iv. Executive Director will approve the venue and contracts prior to execution of contracts.

**B. Clerical Support Services**

Contractor provides direct support for the technical standards process. This support extends to the Supported Organizations. Automated tools provide support for many Secretariat activities (see list below).

Contractor prepares, moderates, minutes, and follows up on actions for the twice-monthly IESG teleconferences at which the Area Directors review protocol actions, document actions, working group actions, and management issues. Contractor also prepares narrative-style minutes of each telechat (formal and informal) for internal IESG use. In addition the Contractor handles IETF Last Calls; management of the IESG agenda's document queue; interim Working and Research Group meeting approvals; the creation, re-chartering and closure of working and research groups; the posting of implementation reports, appeals and responses to appeals, IESG statements, Internet-Drafts, IPR Disclosures, and Liaison Statements; the maintenance of the IESG web pages; the maintenance of the IESG mailing lists; the support of the Nominating Committee; the provision of information on IESG procedures and processes.

Contractor is responsible for processing requests to ensure that the repository is kept up-to-date.

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

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

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

1. **Clerk Functions**. The Contractor shall be responsible for providing the following services:
  - a. **Supported Organizations support services**.
    - i. The Contractor shall arrange for cost-effective Teleconference services as requested by the Executive Director.

- ii. The Contractor shall provide administrative support for (i) IETF document tracking, (ii) mailing lists, including but not limited to the IETF general discussion and announcement mailing lists and Working and Research Group mailing lists, (iii) charters – Working Group and Research Group, (iv) handling actions for working group formation and re-chartering (v) Working Group milestone tracking, (vi) IETF websites, (vii) current working documents, and the (viii) archives of mailing lists, (ix) expired Internet-Drafts (I-Ds), and (x) any other documents belonging to the IETF standards process. Tools maintenance is covered under IT Support Services.
- b. Standards Process Support. The Contractor shall support the IETF standards and document process. This process includes:
- i. Publication and digital signature of I-Ds and support of the I-D repository,
  - ii. Document tracking
  - iii. Ticket-system-based response (document and working group management)
  - iv. Announcements of last calls
  - v. Data management, including I-D Tracker updates
  - vi. Handling the Intellectual Property Rights disclosures, including interaction with patent holders [RFC8179]
  - vii. Publication of official actions, such as document approvals, and other Supported Organization announcements
  - viii. Communication of status to relevant groups
  - ix. Registration and publication of liaison statements
  - x. Publication of intellectual property rights disclosures
  - xi. Documentation of IESG processes and background material on the internal wiki in order to capture the organizational history as members turn over
  - xii. Tracking of IESG deliverables and action items
  - xiii. Collection and archiving of presentations, minutes, videos, audio recordings, and attendance lists from IETF Meetings, including interim meetings of Working Groups
- c. Managing meetings. Contractor shall perform the following services specifically for the IESG. Such service may be extended to the Supported Organizations upon request by the Executive Director. It is not expected that such services would represent a significant fraction of the workload and would not be extended to one additional FTE without discussion with and approval of the Executive Director.

- i. Scheduling of and facilitating regular, normally bi-weekly, teleconference meetings
  - ii. Coordinating with the members of the IESG to create meeting agendas.
  - iii. Create minutes following IESG Teleconferences
  - iv. Collecting, maintaining and administering the IESG process documents, including, but not limited to, “narrative” meeting minutes, and IESG statements
  - v. Creating, maintaining and administering the long-term archives of IESG meeting minutes
  - vi. Creating minutes of plenary sessions
- d. Support of the Nominating Committee (NomCom). Contractor shall provide support to the NomCom of the IETF for the purpose of ensuring a smooth nomination and selection process for the leadership of the IETF. As time permits, Contractor will provide scheduling support for the NomCom interviews conducted during the November IETF meeting.
- e. Archive Services. Contractor shall use commercially reasonable efforts to collect and store historical IETF Community records for which the Contractor is given access. Commercially reasonable backup practices shall be employed to ensure the availability of the records. These records include:
- i. Archives from mailing lists, including IETF mailing lists not hosted by the Contractor, where Contractor is provided access authority or where provided to Contractor in a format able to be archived by Contractor, including Working Groups,
  - ii. Expired I-Ds,
  - iii. Working Group and Research Group charters and each of their versions,
  - iv. Administrative records,
  - v. Minutes,
  - vi. Jabber logs,
  - vii. Audio and video files,
  - viii. Blue Sheets shall be uploaded to the Proceedings for archiving,
  - ix. Proceedings,
  - x. Website database snapshots,
  - xi. Long-term archive service to provide the members of the IETF leadership the ability to submit documents for archive, and all community members the ability to retrieve archived documents.

## 2. IAB Executive Administrative Manager Services

- a. Background. The IAB is chartered both as a committee of the IETF and as an advisory body of the Internet Society. Its responsibilities include architectural oversight of IETF activities, Internet Standards Process oversight and appeal,

and the appointment of the RFC Editor. The IAB is also responsible for the management of the IETF protocol parameter registries. <https://www.iab.org/>

The Executive Administrative Manager will be the Secretariat's primary contact for the Internet Architecture Board (IAB) Chair in the day-to-day management and operation of the IAB. It is expected the task will take 10-20 hours per week on average, more for IETF Meeting weeks and closer to full time during IAB retreats.

b. Administrative Responsibilities

- i. The Executive Administrative Manager must maintain a rough state of the full scope of IAB activities in order to:
  1. Drive meeting agendas,
  2. Complete recurring events on time (e.g. personnel appointments), and
  3. Progress IAB work items
  
- ii. Other duties include:
  1. Coordinating the IAB meeting schedule
  2. Constructing meeting agendas
  3. Assisting in running meetings
  4. Capturing and tracking action items
  5. Producing and posting public minutes once they are approved by the IAB
  6. Maintaining the IAB's public calendar
  7. Documenting IAB processes and background material on the internal wiki in order to capture the organizational history as IAB members turnover.
  8. Drafting and maintaining timelines for various IAB appointments
  9. Drafting and sending correspondence related to IAB appointment processes
  10. Scheduling interviews for various IAB appointments
  11. Overseeing collection of monthly reports to the IAB from various liaisons
  12. Compiling and sending reports to the Internet Society Board of Trustees on IAB liaison activities
  13. Taking on specific projects or tasks for the IAB, such as assisting with the updating / upgrading of infrastructure components (e.g. website redesign).
  14. As need is determined by the IAB Chair, provide support for designated IAB Projects similar to that provided for the full IAB.

- c. Logistics & Information Flow: The Executive Administrative Manager also handles various IAB logistics and elements of the IAB information flow, such as:
  - i. Managing mailing lists
  - ii. Running polls
  - iii. Building and maintaining the IAB website and internal wiki.
  
- d. Technical Responsibilities: It is helpful if the Executive Administrative Manager has some understanding of the organizational and political environment in which the IAB operates; the working model of the IAB allows for very frank and open discussion among IAB members, and often the Executive Administrative Manager needs to summarize these discussions into a form that is appropriate for public distribution (e.g. meeting minutes).
  
- e. IETF Meeting Weeks and IAB Retreats:
  - i. The IAB, and various subsets of the IAB, have numerous meetings during IETF, and the Executive Administrative Manager assists with planning and logistics for many of these. For this reason, the Executive Administrative Manager's participation at IETF Meetings is quite important, usually beginning the Saturday before the IETF Meeting and lasting through Friday evening.
  - ii. The Executive Administrative Manager assists in a similar manner during the annual IAB retreat (usually 2-3 days) and may participate in other IAB workshops and meetings throughout the year.
  
- f. Operational Structure: The Executive Administrative Manager reports to the IAB Chair in the performance of his/her responsibilities. The Executive Director will define the approach to fill the Executive Administrative Manager position that meets the requirements defined in this Section of this SOW. The person in such position shall be considered Key Personnel (as further defined and governed by the Agreement).
  
- g. Travel: The Executive Administrative Manager is expected to attend the three (3) IETF meetings per year, plus such retreats or workshops as the IAB Chair may require, subject to available funds in the Budget. The IETF LLC Travel policies will apply regarding class of travel, compensable expenses, invoicing requirements, etc.
  
- h. Confidentiality: The Executive Administrative Manager is privy to confidential IAB information and is bound by the same disclosure rules as all IAB members.

### 3. IETF LLC Administrative Support Services

- a. Background. The IETF LLC provides the corporate legal home for the IETF. The Board conducts oversight of the IETF LLC's execution of its responsibilities.

The Board Executive Administrator will be the primary assistant of the Executive Director in the day-to-day management and operation of the Board. It is expected the task will take 15 to 30 hours per week on average, more for IETF meeting weeks and closer to full time during Board retreats. The Services to be provided by the Board Executive Administrator include:

b. Administrative Responsibilities

- i. The Executive Administrator must maintain a rough state of the full scope of Board activities in order to:
  1. Drive meeting agendas,
  2. Progress Board work items,
  3. Track Board action items.
  
- ii. Other duties include:
  1. Coordinating the Board meeting schedule
  2. Constructing meeting agendas
  3. Assisting in running meetings
  4. Tracking action items
  5. Producing and posting approved public minutes
  6. Producing internal narrative minutes
  7. Documenting Board processes and background material in order to capture the organizational history as board members turn over.
  8. Maintaining an online document management system for all of the Board's files.
  9. Supporting subcommittees of the Board with calendaring, minutes, and document management.
  10. Sends external communications and announcements on behalf of the Board.
  11. As need is determined by the Executive Director, providing support for designated projects.
  
- iii. The Executive Administrator also supports the Executive Director in various IETF LLC logistics and elements of the IETF LLC information flow, such as:
  1. Creating, moderating and managing mailing lists
  2. Running polls
  3. Building and maintaining the IETF LLC section of the IETF website.

c. IETF Meeting Weeks and Board Retreats

- i. The week of each IETF meeting is busy for the Board, and consequently for the Executive Administrator. The Board, and various subcommittees, have numerous meetings during IETF, and the Executive Administrator assists with planning and logistics for many of these. For this reason, the Executive Administrator's participation at IETF meetings is quite important, usually beginning the Saturday before the meeting and lasting through Friday evening.
  - ii. The Executive Administrator assists in a similar manner during the annual Board retreat (usually 2 days) and may be required to participate in other Board events throughout the year.
- d. Operational Structure: The Executive Administrator reports to the Executive Director in the performance of his/her responsibilities.
- e. Travel: The Executive Administrator is expected to attend the three (3) IETF meetings per year, plus such retreats and events as the Executive Director may require. The IETF LLC's Travel policies regarding class of travel, compensable expenses, invoicing requirements, etc. will apply.
- f. Confidentiality: The Executive Administrator is privy to confidential IETF LLC information and is bound by the same disclosure rules as all IETF LLC staff and Board members.

4. Minutes

Contractor shall provide high-level and/or narrative (transcript-style) minutes for various meetings and teleconferences, some of which may be confidential and restricted in circulation, including but not limited to:

- a. High-level minutes of formal IESG teleconferences
- b. Narrative minutes of formal and informal IESG teleconferences
- c. Narrative minutes of in-person IESG meetings
- d. High-level minutes of IAB teleconferences
- e. Narrative minutes of IAB teleconferences
- f. High-level minutes of in-person IAB meetings
- g. Narrative minutes of in-person IAB meetings
- h. High-level minutes of RSOC teleconferences
- i. High-level minutes of in-person RSOC meetings
- j. Transcripts of Q&A sessions during IETF plenaries
- k. High-level minutes of Board meetings
- l. Narrative minutes of Board meetings
- m. High-level and/or narrative minutes of LLC subcommittee meetings as needed

## C. IT Support Services

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

### 1. IETF Infrastructure/Technical Services.

Contractor shall adhere to the IT Infrastructure Guidelines and the Customer Support Guidelines (see the relevant sections below) in support of these objectives. Contractor shall provide the following technical services:

- a. Network Presence. Contractor shall provide a reliable and resilient network presence for the website and the following technical services:
  - i. co-location, providing at least two (2) independent sites (separate power grids and widely separate geographic locations) capable of serving 100+ Mb/sec of data (i.e., located on different subnets and/or with different service providers), designed for scalable access and resistance to denial of service attacks.
  - ii. secure name service [RFC 4035 and references],
  - iii. routing,
  - iv. transit,
  - v. monitoring & security,
  - vi. provisioning core services such as rsync and FTP, and
  - vii. listing of and coordination with mirror sites.

Contractor shall meet the network infrastructure measurements and Service Levels/Work Standards set out below in providing these Services.

- b. Websites Support. The Contractor shall provide distributed Web service for the following URLs:
  - <https://www.ietf.org/>
  - <https://www.iesg.org>
  - <https://www.iab.org/>
  - <https://www.irtf.org/> and
  - <https://www.rfc-editor.org>

as well as related URLs, and select subdomains approved by the Executive Director.

Website support includes:

- i. develop content as directed by the Executive Director,
  - ii. update web pages on request and within specified time limits,
  - iii. review, test, and deploy updates to the website CMS
- c. Mailing Lists Services. With respect to all authorized IETF mailing lists, the Contractor 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, DKIM, and those spam filtering measures the Contractor takes to protect its own internal and external mailing lists,
  - v. dual redundant systems except during scheduled maintenance,
  - vi. collection and storage of archives for all messages, including IETF mailing lists not hosted by the secretariat where Contractor has been provided access authority or that are provided to Contractor in a format for which Contractor is able to archive in accordance with section regarding Archive Services (as part of the Clerical Services to be provided hereunder) above, and
  - vii. manual spam moderation of the IETF list, and other lists as requested by the Executive Director, not to exceed 25 lists.
- d. Customer Support Services. Contractor shall provide an IETF-approved trouble ticketing service that provides a ticket queue system with customizable queues. If the IETF prefers a 3rd party support system with associated fees, those fees will be billed back to the IETF at cost. Messages sent to certain conventional addresses such as iesg-secretary@ietf.org and ietf-action@ietf.org shall automatically enter the ticket system.
- e. Instant messaging service. Contractor shall maintain an instant messaging service that provides for chat sessions. In addition, such chats shall be logged and archived for future viewing. The jabber (XMPP) standard shall be used. There are currently approximately 500 chat rooms. User accounts are not currently issued, users are required to provide their own Jabber accounts from external hosts. Contractor shall take reasonable steps to ensure broad compatibility with global Jabber servers, subject to support availability from those global servers.
- f. IP Support. Contractor shall provide world-class IP support – IPv4 and IPv6. All IT services should be accessible from IPv4 and IPv6, with no difference in performance, quality, delay, and support.

- g. Subdomain Support. Contractor shall provide DNS delegation and DNS support (signed with DNSSEC) for IETF subdomains, e.g., tools.ietf.org, operated within the community and approved by the Executive Director.
- h. Backups. Contractor shall follow best commercial practices to provide a robust backup capability.
  - i. Restore from backups to be tested regularly, no less than annually.
  - ii. Backups to be stored securely and safely to prevent loss.
- i. Internet-Draft Signing. Drafts shall be digitally signed shortly after their posting as specified in RFC 5485 and RFC 8358.
- j. Tools. All Tools shall be open sourced and with a license as directed by the Executive Director.
  - i. Contractor shall, at no additional charge, maintain, correct and update the current suite of “tools” utilized in connection with IETF secretariat functions, a current list of which is below. Contractor’s obligation to update such tools, at no additional charge, shall be limited to any correction of any bugs or performance issues that arise during the term of the Agreement, as well as minor extensions and enhancements (i.e. fewer than 8 programmer hours for each minor extension or enhancement) requested by the Executive Director.
  - ii. Periodic reporting of Tools development shall be provided to the Executive Director, as requested.
  - iii. Future tools shall be separately contracted and may be put out for separate bid.

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

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

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

I. IETF Outside Vendors

- i. The IETF may from time to time contract outside vendors to develop and maintain various software tools to be hosted on the IETF servers. Contractor may be asked to coordinate with these outside vendors to install and operate these software packages as directed by the Executive Director.
- ii. Contractor shall maintain PCI DSS compliance for all payment processing services operating on any and all Contractor operated servers.

m. Privacy/Data Protection/ GDPR/CCCP

- i. Contractor shall implement and maintain practices to provide privacy and data protection compliance (including GDPR/CCCP compliance) as regulations and requirements evolve.

n. IT Financial Management

- i. Contractor shall provide third party vendor invoices to the Executive Director within 30 days of incurring the cost.

**2. Secretariat IT Tools List**

a. The datatracker components developed, maintained, and operated by the Contractor/Secretariat

- Area Tool
- Announcement Tool
- Blue Dot Report Tool
- Blue Sheet Creator
- Internal Chairs Management Tool
- Internal Draft Management Tool
- Internal Group Management Tool
- Internal Meeting Proceedings Management Tool
- IETF Meeting & BOF Session Request Tool
- Rolodex Tool (which includes the E-mail Address Update and Secretariat Staff Management functions)
- Telechat Management Tool

b. Components operated by the Contractor/Secretariat

- API access to datatracker data
- Community Draft Tracking Tool
- Documents Tool (includes Internet-Draft management)
- Groups Tool
- ID Index generation Tool
- IESG Tool
- IETF Authorization / Account Management Tool
- Internet-Draft Submission Tool
- IPR Tool
- Liaison Statement Management Tool
- MailTrigger Mail Destination Management Tool
- Meeting Management Tool (which includes Interim Meetings and the Meeting Materials functions)
- NomCom Management Tool
- Person Management Tool
- Proceedings Management Tool
- Review Management Tool
- Statistics Tool

c. Stand-alone tools developed, maintained and operated by Contractor/Secretariat

- Onsite Self Registration tool
- Registration Management tool
- Meeting Registration system
- Email archive tool

d. Stand-alone tools operated by Contractor/Secretariat

- IDnits
- Email archive tool ([mailarchive.ietf.org](http://mailarchive.ietf.org))
- Group trac wikis
- IETF website
- IMAP email archive access tool
- RFCDiff

e. Other services operated by Secretariat

- ftp
- IMAP email archive access tool
- Jabber
- MailMan

- rsync

### 3. Secretariat IT Infrastructure Guidelines

- a. Purpose. This section contains definitions, general information and guidelines for operational functions with regard to the Contractor IT Infrastructure Guidelines for the IETF community.
- b. Definitions. Reference Contractor Customer Support Guidelines document included below.
- c. Guidelines.
  - i. Data Centers

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

#### 1. Data Center Security

The data centers and their immediate perimeter will be monitored 24 hours per day, 7 days per week, 365 days per year. Access to the Contractor facility and data centers will be managed via separate security/access devices. The Contractor Physical Security systems protect the Contractor offices, data centers, and Network Operations Center (NOC). The Contractor Physical Security must comprise the following systems at a minimum:

- a. Building Door Camera Surveillance System
- b. High Security Locks and/or Access Systems
- c. Electronic Alarm Systems and Motion Detectors

#### 2. Access (Visitor)

Anyone who does not have authorized access to a restricted area is considered to be a visitor. All visitors must be escorted

and signed in. Visitors requiring access to restricted areas must have the following: A Contractor point of contact (POC), a pre-arranged visit appointment and schedule, a valid photo I.D and when applicable, a written scope of work defining tasks to be performed. All work performed by visitors must be explicitly approved by the Contractor. No visitors are ever admitted to Contractor data centers without advance arrangements and approval.

### 3. Unauthorized Access

Should Contractor become aware of an unauthorized access to a data center that has an impact or potential impact on the Services, Contractor shall (i) notify the Executive Director, (ii) investigate the unauthorized access, (iii) share with the Executive Director the results of the investigation, and (iv) coordinate with third party co-location facility to acquire a corrective action plan to prevent further unauthorized access, and provide that plan to the Executive Director.

#### ii. Name Service

1. Standards. Contractor maintains DNS records for the IETF. DNS change requests must be approved by the Executive Director and will be taken 'as-is'. Responsibility for the accuracy of the request lies with the requestor.
2. Other requirements. Additional requirements must be submitted first to Contractor in the details of the request.

#### iii. Monitoring & Security (Including Spam Filtering)

1. Monitoring. Monitoring of systems is provided by Contractor staff, which provides tier 1 problem response and troubleshooting. Contractor will monitor all pertinent and requested systems, pursuant to requirements outlined in contractual agreements. Additional requests for monitoring will be made via ticket request, and will need to be approved by both Contractor and the Executive Director.
  - a. Alerting. Alerts will be responded to, based on requirements provided.
  - b. Incident Reporting. All incidents will be provided with a severity number, per the Contractor Support Standards.

- c. Resolution. Appropriate resolution actions and criteria will be followed based on incident severity level.
  - 2. Security. Contractor will follow the guidelines outlined in this document when administering, supporting and protecting the IETF environment.
    - a. Data/Server Security. Contractor will maintain network and server security based on best-practices and data sensitivity level.
    - b. Spam Filtering. Spam filtering will be administered by Contractor. Appropriate measures will be taken to provide protection from Spam. Contractor will take commercially reasonable spam filtering measures, including, at a minimum, those spam filtering measures Contractor takes to protect other clients and its own internal and external mailing lists.
- d. Provisioning core services (FTP & rsync)
  - i. Time to provision. Contractor will provision any requested services within the parameters outlined in the SOW and/or any contractual agreement. Any request for provisioning must be provided via ticket to Contractor.
  - ii. Q&A of provisioned services. Contractor will provide basic testing to ensure that requested services have been provisioned correctly and that services are working within contractual parameters.
  - iii. Emergency Provisioning. Emergency provisioning outside of normal working hours will be done on a case-by-case basis per the contractual requirements.

#### **4. Customer Support Guidelines**

##### a. Additional Definitions

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

**“Customer”** means the recipient of the Services, which includes the IETF Community, the IETF LLC and Supported Organizations.

**“Customer Facing Incidents”** means the outages and impairments within Contractor’s Span of Control that adversely affect the Customer’s ability to use the Services.

**“Customer Notification”** means an email sent to Customer as set out in this Agreement.

**“Customer Span of Control”** means those areas of functionality with respect to the Services that are under the control of the Customer. This includes all elements of the Customer’s networks, which may affect Contractor’s provision of Services.

**“Customer Support”** means the personnel assigned by Contractor to interface with the Customer on all Customer Facing Incidents. Customer Support shall be provided by Contractor Help Desk.

**“Data Center”** means the physical location in which Contractor provides the facilities, equipment and personnel to offer the Services. Contractor will maintain at least two geographically distinct locations for IT services.

**“Contractor Network Operations Center”** or **“Contractor NOC”** means the location where Contractor manages and monitors the operation of the Services.

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

**“Other Downtime”** means the total number of minutes in a given month during which Services has been unavailable to the Customer due to causes that are not within the Contractor Span of Control including, without limitation, incidents or outages due to any Force Majeure Event.

**“Scheduled Maintenance Time”** means total number of minutes in a given month that Contractor has taken the Services off-line to perform scheduled maintenance after providing notice, if required, to the Customer as described below.

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

**“Unscheduled Downtime”** means the total number of minutes in a given month during which the Services have been unavailable to Customer due to causes within the Contractor Span of Control.

b. Contractor Responsibilities and Support Services

The following section sets forth the customer support responsibilities of Contractor in connection with the provision of Services pursuant to this SOW.

i. Responsibilities.

1. Contractor will provide service operations, maintenance and administration in support of the Customer. Contractor shall assist with problem identification and resolution for incidents outside the Contractor Span of Control.
2. Contractor will remedy incidents, within its Span of Control, that have been identified either by Contractor, or Customer according to the procedures set forth below and the Customer will provide all relevant information, if available, to Contractor.
3. With respect to incidents that occur in the Customer Span of Control or in areas outside the Contractor Span of Control, Contractor will: (i) make reasonable efforts to assist with the resolution of the incident; and (ii) support Customer escalations; provided, however, that it is ultimately Customer’s responsibility to resolve incidents that involve Customer Span of Control or incidents outside the Contractor Span of Control.

ii. Contractor Support Services

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

**Table 1 - Contractor Customer Support Services Contact Information**

	Contractor Support Services
Hours of Operation	Business Hours (M-F) 8-4 p.m. (Central Time)
Contact Phone Number	1-510-492-4080

E-mail Address	<a href="mailto:ietf-action@ietf.org">ietf-action@ietf.org</a>
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Customer Support can be contacted via phone or email at any time. Email will primarily be used to provide follow-up information / confirmation of trouble tickets opened via phone call.

iii. Incident Management

1. Contractor Resolution Responsibilities

Contractor will provide to Customer the help desk support to (i) answer routine questions and resolve problems with respect to use of the Services and (ii) enable the Customer to report any defect or any failure of Service.

Any reported incident that is caused by a failure that is outside the Contractor Span of Control will be returned to Customer with an appropriate explanation. Further, if there is an incident being addressed by Customer Support that is within the Customer Span of Control and outside of the Contractor Span of Control, the incident will be closed and returned to Customer for proper resolution.

2. Customer Responsibilities

The following section identifies the responsibilities of Customer personnel and representatives under this document.

■ **Incident Responsibilities**

- Initiate a trouble ticket that clearly states the problem after gathering pertinent information about the incident.
- Provide Contractor with necessary information that is relevant to the service
- Coordinate among Customer's operational and technical personnel as they interact with Contractor or its designees for incident resolution.

■ **Technical Responsibilities**

- Understand and remain knowledgeable about problems that may arise during usage of the Services to support all decisions.
- Understand and remain knowledgeable with respect to functionality of various Secretariat operations.
- Understand and remain knowledgeable about Customer setup and be capable of discerning whether an incident is internal to Customer operations before identifying the incident as a trouble ticket for Contractor.
- Resolve incidents or problems with the Services that are within the Customer Span of Control.

### 3. Information for Incident Reporting

The following is the information that will be obtained from Customer for all reported incidents. (The information marked “Optional” is only required if it is available to Customer and determined by Customer to be appropriate):

- Reference number assigned by Customer (Optional);
- Time and date of the transaction in question (Customer to use reasonable efforts to obtain this information);
- Description of the incident;
- Severity of the incident or problem (“Optional”);
- List of those actions taken by Customer to verify the problem and resolve the incident;
- Other comments to provide additional information as needed (“Optional”); and

If clarification of this information is necessary to resolution of the incident, Contractor will immediately contact Customer to request such clarification. The trouble ticket is deemed “open” when Contractor has received information outlined above.

### 4. Incident Handling by Contractor

Customer Support will coordinate incident isolation, provide community notification and testing & repair work within Contractor and all third-party systems that are within the Contractor Span of Control. During the incident isolation and troubleshooting process, Customer Support will communicate incident resolution progress to the Customer based upon the times specified on Table 2 below. Severity 1 issues are

considered to be **Unscheduled Downtime** unless otherwise agreed to in writing by the Executive Director.

Additionally, Contractor will proactively inform the Customer through a Customer Notification when an issue or condition arises that necessitates the creation of trouble tickets of Severity 1 or Severity 2.

Contractor will resolve incidents within the Contractor Span of Control within the timeframes set forth below in Table 2.

**Table 2 - Contractor Support Services Response and Incident Handling Notification Timetable**

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

	<p>A significant degradation of the service occurs A high impact issue with a workaround. A critical capability cannot be accessed by a method that is part of the product design, but it can be accessed by one or more alternate methods. Essential functionality of the Services operates in a way that is materially different from those described in this Addendum.</p> <ul style="list-style-type: none"> <li>• A complete outage of the following:</li> <li>• Any of the Contractor support tools is unavailable. These tools include monitoring, and reporting tools or trouble ticketing system.</li> </ul>		<p>The Severity Level may be downgraded if a viable workaround is established and fixes included in the next maintenance release.</p>	<p>the issue. or a patch is implemented, if issue is due to a software defect within 2 business days</p> <p>Contractor shall provide incident reports on all Severity 2 issues</p>
Severity 3	<p>This incident level is attained when any of the following conditions are met:</p> <p>The Platform is usable but is not functioning in accordance with the requirements set forth in this Agreement and the error condition has no substantial impact. The Severity 3 trouble has a minor impact on Services or resource where it may cause some impact but the trouble can be circumvented.</p>	ietf-action@ietf.org	<p>Contractor will open trouble tickets and report upon closure. Monthly reports will reflect all remaining open trouble tickets.</p>	<p>Acknowledgement of issue within 2 business days with an estimated time to resolve. Fix or workaround in fourteen business days.</p>

5. Escalation Procedures

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

**Table 3 - Contractor Support Services Response and Incident Handling Escalation Timetable**

Severity Level	Escalation Timetable
Severity Level 1	If Customer is not satisfied with the technical support provided by Contractor; Customer may request escalation from the Contractor Customer Service desk. The Contractor customer support dispatcher will immediately escalate the call to the appropriate supervisory level, and a representative will contact the Customer within 4 hours
Severity Level 2	... within 8 hours
Severity Level 3	... within 2 business days

6. Incident Reports.

An incident report identifies the cause of the incident and the corrective actions taken and still required to prevent its reoccurrence and are to be provided by the Contractor as set out in this Agreement. Contractor will provide such report to Customer as a Customer Notification within three (3) business days of the close of the incident.

iv. Customer Notifications

Contractor will send Customer Notifications as required in the Agreement by email to both the Executive Director and [ietf@ietf.org](mailto:ietf@ietf.org) unless otherwise directed by the Executive Director. Customer Notifications should be informative, factual and sensitive to size and diversity of the IETF Community.

v. Maintenance Management

### 1. Planned Maintenance

Contractor will ensure that any planned maintenance events will be executed in a well-coordinated manner. Proper execution includes advance notification as a Customer Notification by Customer Support and approval by the Executive Director.

Contractor conducts planned maintenance activities on a regular, scheduled basis. This schedule will be coordinated with the Executive Director and communicated as Customer Notifications.

All planned maintenance work must be carried out outside of the hours of 8am to 8pm US Eastern time and not at all during an IETF Meeting, unless otherwise approved by the Executive Director.

### 2. Emergency Maintenance

Contractor may execute emergency maintenance at any time without notice and in such event will send a Customer Notification as soon as possible. "Emergency" shall mean that Contractor has become aware of a problem that, if an immediate remedy is not implemented, will prevent Contractor from continuing to support and provide the elements and aspects of the Services. With the exclusion of downtime that is the result of third-party software (e.g., YANG Catalogue, Wagtail) any downtime that would otherwise meet the definition of Unscheduled Downtime and which results from emergency maintenance will be included as "Unscheduled Downtime" from the overall system availability measurement.

### 3. Canceling Planned Service Interruptions

In the event of an emergency, the Executive Director may request to cancel a planned service interruption. Contractor will make commercially reasonable efforts to cancel the service interruption, if it does not impact other required maintenance and if the Executive Director notifies Contractor within 24 hours prior to the scheduled start time of the maintenance window.

### 4. Restrictions Associated with IETF LLC Cancellation

In the event that the Executive Director cancels a planned

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

**IV. FEES**



**V. KEY PERSONNEL:**

As set forth in Section 2(a) of the Agreement, the following individuals will be considered Key Personnel for the Services described in this SOW:

- ALEXA MORRIS, MANAGING DIRECTOR, IETF SECRETARIAT
- LAURA NUGENT
- GLEN BARNEY
- CINDY MORGAN, Executive Administrative Manager
- LIZ FLYNN, Board Executive Administrator

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference.

**IETF ADMINISTRATION LLC  
SOLUTIONS, LLC**

Handwritten signature of Jay Daley in black ink, written over a horizontal line.

By: Jay Daley  
Title: IETF Executive Director  
Email: exec-director@ietf.org

**ASSOCIATION MANAGEMENT**

Handwritten signature of Karen Moreland in black ink, written over a horizontal line.

By: Karen Moreland  
Title: AMS Founder  
Email: kmoreland@amsl.com

## STATEMENT OF WORK #2

This Statement of Work #2 (“**SOW**”) is entered into effective as of this 1st day of January, 2020 (the “**Effective Date**”) by and between Association Management Solutions, LLC (“**Contractor**”) and IETF Administration LLC (“**IETF LLC**”). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 1st January, 2020 by and between the Parties (the “**Agreement**”). Any term not defined herein will have the meaning ascribed to it in the Agreement. This SOW must be signed by both Parties to be effective.

1. **Description of Services:** Contractor agrees to provide Sponsorship Support services (collectively, the “**Services**”) on a monthly basis to IETF. Such Services may include but are not limited to:

Provision of a dedicated Contractor staff member (approved by IETF LLC) to serve as Interim Sponsorship Coordinator, who will:

- Identify, cultivate and acquire corporate sponsors to support the IETF/IRTF/IAB, as well as long-term sponsors (known as Global Hosts). In contributing ideas and insight from conversations with sponsors (both existing and potential future) the Interim Sponsorship Coordinator will collaborate with the IETF LLC, other IETF LLC contractors, IETF/IRTF/IAB leadership and ISOC staff in managing existing leads and developing new ones.
- Manage relationships with existing Global Hosts as well as those already committed to sponsor the IETF. Serve as the primary point of contact for these sponsors, maintain ongoing communication with them, and record communications and progress.
- Collaborate with IETF LLC nominees to develop tailored pitch points, proposals and materials.
- Improve and maintain existing online records and prospects tracking tool. Communicate to IETF LLC designees, at a predetermined and regular interval, the status of outreach efforts, in order to ensure coordinated communications and sponsorship fulfillment.
- Prepare draft sponsor and host MOUs for review (and signature) by the IETF Executive Director, ensuring that MOUs are crafted using a consistent format and structure.
- Coordinate with ISOC to ensure that mutual donors and prospects are approached and coordinated in an efficient manner.
- Develop innovative sponsorship categories to attract new sponsors, broadening and deepening the IETF’s sponsorship base
- Develop and distribute sponsor-specific surveys to gauge the level of satisfaction with the program, with the goal of ensuring sponsors have the opportunity to provide feedback, and to make sure that the IETF LLC understands how to improve the sponsorship program as necessary.

- Attend IETF meetings to meet and manage interactions with existing, future and potential sponsors.

Contractor may, as part of the Services, be expected to participate in various meetings, and will perform other activities as mutually agreed by Contractor and IETF LLC. IETF LLC expects that successful performance of the Services will require approximately 15 hours per week of dedicated time, but no set number of hours is required.

**2. Fees:** [REDACTED]

The Agreement shall dictate the terms of payment and reimbursement for expenses.

- 3. Term:** This SOW shall be effective as of 1st January 2020 and shall remain in effect until 30th June 2020, after which the Company and Contractor may agree in writing (email to suffice) to extend the term of this SOW for an additional period. In the event the term of this SOW extends beyond the term of the Agreement, the terms and conditions of the Agreement will remain in effect for the benefit of this SOW only.

- 4. Key Personnel.** The following individuals are Key Personnel as described in the Agreement for purposes of the Services described in this SOW:

Stephanie McCammon, Interim Sponsorship Coordinator

- 5. Management.** Contractor's primary contact at the IETF LLC for this SOW will be the IETF Executive Director. The IETF LLC primary contact will be generally responsible for overseeing Contractor's performance under this SOW and providing related instructions and feedback to the Contractor. Contractor may refer to certain RFC documents published by the IETF Community as a reference and guide to the intended nature of certain Services where relevant, but any instructions, interpretations or directions provided by the IETF LLC primary contact to Contractor shall supersede the content of RFCs and control for purposes of Contractor's performance of the Services under this SOW.

**Reporting:** Contractor will provide regular reports on a bi-weekly basis in scheduled calls regarding the status of the Services, schedule for deliverables and such other information as requested by the IETF Executive Director.

- 6. Changes in Scope.** To the extent the Parties agree to make any changes to the scope of Services described in this SOW, they will also agree in good faith to any appropriate adjustments (if applicable) to the fees set forth in this SOW.

- 7. Agreement.** All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

**IETF ADMINISTRATION LLC  
SOLUTIONS LLC**



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By: Jay Daley  
Title: IETF Executive Director  
Email: [exec-director@ietf.org](mailto:exec-director@ietf.org)

**ASSOCIATION MANAGEMENT**



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By: Karen Moreland  
Title: Owner  
Email: [kmoreland@AMSL.com](mailto:kmoreland@AMSL.com)

**EXHIBIT B**  
**WORK STANDARDS**

**THIS WORK STANDARDS EXHIBIT** (“Exhibit”) is incorporated into, and forms a part of, the Contracted Services Agreement, dated January 1, 2020 by and between by and between Contractor and IETF LLC (the “Agreement”). Any term not defined herein will have the meaning ascribed to it in the Agreement.

**1. INTRODUCTION**

a) Contractor will provide the Secretariat Services set forth in the SOW #1 to the Agreement (the “SOW”) in accordance with the service levels set forth herein (“Service Levels”). In the event that Contractor does not meet the defined Service Levels, IETF LLC 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 (or SLA) Category”), sub-categories and SLA tasks. Each task has an SLA number. The four SLA Categories are for (i) Financial Management, (ii) Meetings, (iii) Clerical functions and (iv) 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 respecting services rendered in any calendar month exceed five percent (5%) of the monthly Contractor Secretariat Services Fee, as set forth in Section III of the SOW, for such month (“Total Cap”).

d) In addition, the Parties shall, by no later than July 1, 2020, by mutual written agreement, establish an SLA Schedule that sets forth the maximum Service Credit amounts for each of the four 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(c) of the Agreement, Contractor may not be liable for a deficiency in performing the Services 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 IETF LLC'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 Contractor: (i) fails to meet any of the Tier-1 SLA tasks (as set forth in the SLA Schedule) 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 in the SLA Schedule) for a period of six (6) consecutive months, IETF LLC shall have the right to terminate the Agreement, the relevant SOW or the affected Services or Subset, in each case upon at least sixty (60) days written notice to Contractor.

## **3. COMMENCEMENT OF OBLIGATIONS**

Contractor's 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 Effective Date.

## **4. SERVICE LEVEL REPORTS**

Contractor will provide quarterly measurement data in its Service Level Reports which shall be delivered to the IETF LLC Executive Director ("Executive Director" or "ED") no later than the fifteenth (15<sup>th</sup>) day following the month in which the SLAs tasks were measured. The reports will provide the data relative to Contractor's performance for the delivery of each SLA task and identify applicable service credits, if any. Credit disputes will be resolved in accordance with Section 13 of the Agreement.

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

### a) Financial Management SLAs.

**SLA i: Meeting Proposed Budget.** In the event that Contractor fails to provide a proposed budget before venue contract execution as set forth in Section III.A.2.c.i of the SOW # 1, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA ii: Meeting Budget.** In the event that Contractor fails to provide a budget following venue contract execution as set forth in Section III.A.2.c.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA iii: Meeting Financial Report.** In the event that Contractor fails to provide a financial report of each Meeting to the IETF ED, following the meeting as set forth in Section III.A.2.c.iii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA iv: Master Account Reconciliation.** In the event that Contractor fails to pursue a Master Account reconciliation in a diligent and expeditious manner as set forth in Section III.A.2.c iv of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA v: Meeting and Social Registrations Fee.** In the event that Contractor fails to provide a statement of meeting and social registrations fee payments weekly as set forth in Section III.A.2.c.v of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA vi: Meeting Budget Report.** In the event that Contractor fails to provide a Meeting Budget Report of actual versus budget performance for each meeting as set forth in Section II.A.2.c.vi of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA vii: Meeting Budget Approval.** In the event that Contractor fails to obtain budget approval by the IETF ED for each meeting as set forth in Section III.A.2.c.vii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA viii: [Intentionally Blank].**

**SLA ix: Invoice Approval and Delivery.** In the event that Contractor fails to obtain prior approval by the IETF ED for reimbursed expenses or provide invoices within 30 days of incurring the cost as set forth in the relevant IETF policy and in connection with Section III.A.2 (Financial Support Services) and Section IV (Fees) of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA x: Invoice Delivery.** In the event that Contractor fails to provide invoices within 30 days of incurring the cost as set forth Section III.C.1.n.i of the SOW of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA xi: [Intentionally Blank].**

**SLA xii: [Intentionally Blank]**

**SLA xiii: [Intentionally Blank]**

b) Meeting Tasks SLAs.

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

**SLA 2: Meeting Venues.** In the event Contractor 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 as set forth in Section II.A.1.b.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 3: Meeting Calendar.** In the event Contractor shall fail to propose meeting dates 3 years in advance as set forth in as set forth in Section III.A.1.b.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

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

**SLA 5: Reservation of Hotel Rooms.** In the event that Contractor fails to reserve the appropriate number of hotel rooms in accordance with the instructions from the IETF ED as set forth in Section III.A.1.d.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 6: Wi-Fi Access in Hotels.** In the event that Contractor fails to arrange for Wi-Fi services, where commercially feasible, in accordance with Section III.A.1.f.iii.6 of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 7: Hotel Reservation Coordination Services.** In the event that Contractor is unable to provide hotel reservation services for the IAB, IESG, IETF LLC BOARD and IETF LLC officers in accordance with Section III.A.1.d.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

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

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

**SLA 10: Schedule Group Sessions.** In the event that Contractor 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 III.A.1.f.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

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

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

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

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

**SLA 15: Catering.** In the event that Contractor fails to provide the catering services as set forth or arrange for and coordinate the “Welcoming Reception” in Section III.A.1.f.v and III.A.1.f.vi of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

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

**SLA 17: Collection of Meeting Fees.** In the event that Contractor fails to collect the Meeting fees as set forth in Section III.A.1.g.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 18: Invitations.** In the event that Contractor fails to provide invitation letters as set forth in Section III.A.1.g.iv of the SOW and Exhibit D, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

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

**SLA 20: Call for Agendas.** In the event that Contractor fails to call for agenda requests or provide a means for posting agendas and presentations as set forth in Section III.A.1.h.iii of the SOW, Contractor shall credit IETF LLC 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 Contractor fails to plan the meeting schedule as set forth in Section III.A.1.h.iv of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 22: Meeting Deliverables.** In the event that Contractor fails to (i) provide name badges and printed agendas for attendees; (ii) provide additional services, such as printing, stuffing

registration tickets or accepting cash or check payment for the Social on site; and (iii) prepare a detailed timeline of various deadlines leading up to each meeting, such as start of registration, dates for submission of agenda requests, Internet-Draft submission deadlines, etc., which shall be published at least 4 months in advance and shall be strictly adhered to, as set forth in Section II.A.1.h.v-ix of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 23: Logging Attendance.** In the event that Contractor fails arrange for “blue sheets” as set forth in Section III.A.1.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 24: On-Site Security.** In the event that Contractor 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 III.A.1.j of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 25: [Intentionally Blank]**

c) Clerical Tasks SLAs.

**SLA 26: Arrange Telechats.** In the event that Contractor fails to arrange for Teleconference services as set forth in Section III.B.1.a.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 27: IETF Document Tracking.** In the event that Contractor fails to maintain and administer IETF document tracking set forth in Section III.B.1.a.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 28: IETF Mailing Lists.** In the event that Contractor fails to create, update, maintain and administer IETF mailing lists set forth in Section III.B.1.a.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 29: Charters.** In the event that Contractor fails to maintain and administer charters set forth in Section III.B.1.a.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 30: Milestone Tracking.** In the event that Contractor fails to maintain and administer milestone tracking as set forth in Section III.B.1.a.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 31: IETF Websites.** In the event that Contractor fails to maintain and support the IETF websites as set forth in Section III.B.1.a.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 32: Current Working Documents and Archives.** In the event that Contractor fails to maintain and support the current working documents and archives as set forth in Section III.B.1.a.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 33: Publication of I-Ds.** In the event that Contractor fails to publish I-Ds and support the I-D repository as set forth Section III.B.1.b.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 34: Announcement of Last Calls.** In the event that Contractor fails to announce last calls in accordance with guidelines established in accordance with Section III.B.1.b.iv of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 35: Maintenance of Tools.** In the event that Contractor fails to provide support for the maintenance of the tools in accordance with guidelines established in accordance with Section III.C.1.j of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 36: Handling of IPR Disclosures.** In the event that Contractor fails to provide support for the handling the IPR disclosures in accordance with guidelines established in accordance with Section III.B.1.b.vi of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 37: Publication of Official Actions.** In the event that Contractor fails to provide support for the publication of official actions in accordance with guidelines established in accordance with Section III.B.1.b.vii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 38: Communication of Status.** In the event that Contractor fails to provide support for the communication of status to relevant groups in accordance with guidelines established in accordance with Section III.B.1.b.viii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 39: Registration and Publication of Liaison Statements.** In the event that Contractor fails to provide support for the registration and publication of Liaison statements in accordance with guidelines established in accordance with Section III.B.1.b.ix of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 40: Collection and Archiving of Presentations.** In the event that Contractor fails to perform the collection and archiving of presentations, including those of interim meetings in accordance with Section III.B.1.b.xiii of the SOW and IESG meeting in accordance Section II.B.1.c of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 41: Scheduling of IESG Meetings.** In the event that Contractor fails to schedule IESG meetings as set forth in Section III.B.1.c.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 42: IESG Meeting Agendas.** In the event that Contractor fails to coordinate with the IESG members to create meeting agendas as set forth in Section III.B.1.c.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 43: IESG Meeting Minutes, Process Documents and Archives.** In the event that Contractor fails to (i) collect, maintain, administer the “high-level” meeting minutes; (ii) collect, maintain and administer the IESG process documents, including, but not limited to, “narrative” meeting minutes, statements, IONs; and (iii) create, maintain and administer the long-term archives of IESG meeting minutes as set forth in Sections III.B.1.c.iii-vi of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 44: Support to Nominating Committee.** In the event that Contractor fails to support the Nominating Committee during the nomination and selection process for the leadership of the IETF as set forth in Section III.B.1.d of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 45: Storage of Mailing-list Archives.** In the event that Contractor is unable to collect and store mailing list archives for which it was given access, including those not hosted by Contractor, as set forth in Section III.B.1.e.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 46: Storage of Expired Internet-drafts.** In the event that Contractor is unable to collect and store expired Internet-drafts for which it was given access as set forth in Section III.B.1.e.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 47: Storage of Working Group charters.** In the event that Contractor is unable to collect and store Working Group charters for which it was given access as set forth in Section III.B.1.e.iii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 48: Storage of Administrative Records.** In the event that Contractor is unable to collect and store administrative records for which it was given access as set forth in Section III.B.1.e.iv of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 49: Storage of Web-site snapshots** In the event that Contractor is unable to collect and store Web-site snapshots for which it was given access as set forth in Section III.B.1.e.x of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 50: Storage of Minutes.** In the event that Contractor is unable to collect and store minutes for which it was given access as set forth in Sections III.B.1.e.v and Section III.B.1.c of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 51: Storage of Jabber Logs.** In the event that Contractor fails to perform the services set forth in Section III.B.1.e.vi of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 52: Storage of Audio and Video Files.** In the event that Contractor is unable to collect and store audio and video archives for which it was given access as set forth in Section III.B.1.e.vii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 53: Storage of Blue Sheets and Meeting Proceedings.** In the event that Contractor is unable to collect and store Blue Sheets for which it was given access and meeting proceedings as set forth in Section III.B.1.e.viii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 54: Meeting Proceedings.** In the event that Contractor is unable to collect and store meeting proceedings as set forth in Section III.B.1.e.ix of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

d) Infrastructure Tasks SLAs.

**SLA 55: Network Presence.** In the event that Contractor 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.C.1.a of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 56: Maintenance of Websites.** In the event that the websites [www.ietf.org](http://www.ietf.org), [www.iab.org](http://www.iab.org), [www.irtf.org](http://www.irtf.org), [www.iesg.com](http://www.iesg.com) and <https://www.rfc-editor.org> and other IETF Community domain names for which Contractor is responsible (as approved by the IETF ED in accordance with Section III.C.1.b) are not available for at least 99.5% of the time measured on a monthly basis, Contractor shall credit IETF LLC 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 Contractor or not caused by Contractor' systems. In the event that Contractor fails to perform the foregoing in SLA 56, and III.C.1.b, of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule

**SLA 57: Trouble Ticketing Service.** In the event that Contractor fails to provide the trouble ticketing services and perform the customer support services as set forth Section III.C.4 of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 58: Capacity of 50,000 messages per hour.** In the event that Contractor fails to provide the capacity for the IETF mailing lists as set forth in Section III.C.1.c.i of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 59: Ability to host Mailing Lists.** In the event that Contractor is unable to host all of the active IETF mailing lists as set forth in Section III.C.1.c.ii of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 60: Maintenance of Web-based mailing lists.** In the event that Web-based mailing lists as set forth in Section III.C.1.c.iii of the SOW are not available for at least 99.5% of the time measured on a monthly basis, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule. Availability shall be measured in the same manner as set forth in SLA 56.

**SLA 61: Implementation of Spam Filtering.** In the event that Contractor fails to use commercially reasonable spam filtering measures as set forth in Section III.C.1.c.vii of the SOW, including, at a minimum, those spam filtering measures equivalent to the measures Contractor takes to protect its own internal and external mailing lists, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 62: Dual Redundant Systems.** In the event that Contractor fails to provide dual redundant systems as set forth in Section III.C.1.c.v of the SOW of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 63: Instant Messaging Service.** In the event that Contractor fails to maintain an instant messaging service that provides for chat sessions for meetings as set forth in Section III.C.1.e of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 64: Subdomain Support.** In the event that Contractor fails to provide DNS authorization and DNS support for IETF subdomains in accordance as set forth in Section III.C.1.g of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 65: IP Support.** In the event that Contractor fails to provide world-class IP support for IPv4 and IPv6 as set forth in Section III.C.1.f of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**SLA 66: Backups.** In the event that Contractor fails to provide best commercial practices to provide a robust backup capability as set forth in Section III.C.1.h of the SOW, Contractor shall credit IETF LLC the amount set forth in the SLA Schedule.

**EXHIBIT C**  
**DATA PROCESSING ADDENDUM**

***DATA PROCESSING ADDENDUM***

This **Data Processing Addendum**, including any Appendix and Annexes hereto, (collectively, the “**Addendum**”), is made a part of the Contracted Services Agreement dated January 1, 2019 (the “**Agreement**”) by and between IETF Administration LLC (“**IETF LLC**”) and Association Management Solutions, LLC (“**Contractor**”), [ (collectively, the “**Parties,**” and each individually a individually “**Party**”).

**1 SCOPE**

- 1.1 To the extent that any Applicable Data Protection Law governs any of the functions or services undertaken pursuant to the Agreement, then this Addendum shall apply in full.
- 1.2 In the event of a conflict between the terms and conditions of this Addendum and the Agreement with respect to data privacy, the terms and conditions of this Addendum shall supersede and control.
- 1.3 For the avoidance of doubt, any and all conditions, responsibilities, rights, obligations, and provisions set forth in the Agreement that are neither addressed nor contradicted by this Addendum, shall continue to apply in full.

**2 DEFINITIONS**

- 2.1 **Applicable Data Protection Law** means the General Data Protection Regulation, as implemented in the relevant European Union Member State.
- 2.2 **Business Days** means Monday through Friday, except for Federal legal public holidays as defined by 5 U.S.C. § 1603(a).

- 2.3 **Consent** of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.
- 2.4 **Controller** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- 2.5 **General Data Protection Regulation or GDPR** means Regulation 2016/679, adopted by the European Parliament on April 27, 2016, on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing the 1995 Data Protection Directive (95/46/EC).
- 2.6 **Personal Data** means any information provided to Contractor from IETF pursuant to the Master Services Agreement and/or this Addendum that relates to a natural person who can be identified, directly or indirectly, in

particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2.7 **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- 2.8 **Process** or **Processing** means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 2.9 **Processor** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- 2.10 **Sub-Processor** means any Processor engaged by Contractor or by any other Sub-Processor of Contractor who agrees to receive from Contractor or from any other Sub-Processor of Contractor Personal Data exclusively intended for Processing activities to be carried out on behalf of IETF after the transfer in accordance with the Master Services Agreement and/or this Addendum.
- 2.11 **Supervisory Authority** means an independent public authority which is

established pursuant to Article 51 of the GDPR.

### **3 NATURE AND PURPOSE OF THE PROCESSING**

- 3.1 The subject-matter, duration, nature, and purpose of the Processing, the types of Personal Data, and the categories of Data Subjects covered by this Addendum are set forth in the Agreement and when necessary, supplemented in Annex 1.
- 3.2 Within thirty (30) Business Days of this Addendum entering into force, each Party shall provide the other with the contact information of its Data Protection Officer or other representative responsible for responding to data privacy matters and inquiries.

### **4 DATA CONTROLLER**

- 4.1 IETF LLC agrees that at any and all times that it is serving as a Controller for the purposes of satisfying the terms and conditions of the Agreement or this Addendum, it shall undertake and adhere to the following:
- a. Ensure that Personal Data has been lawfully and validly collected, including (where appropriate) obtaining the Data Subject’s consent to the Processing of his/her Personal Data as described herein.
  - b. Respond promptly to any communication or correspondence from a Data Subject, or a third-party acting on the Data Subject’s behalf, regarding the invocation of his or her rights pursuant to the GDPR.

- c. Implement appropriate technical and organizational security measures to safeguard Personal Data from accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or access.
- d. Inform Contractor, within sixty (60) Business Days upon termination of the Agreement or after completion of all necessary Processing, as the case may be, whether to return, or destroy and certify the destruction of, all Personal Data.

## **5 DATA PROCESSOR**

5.1 Contractor agrees that at any and all times that it is serving as a Processor for the purposes of satisfying the terms and conditions of the Agreement and this Addendum, it (and any individual or entity acting on its behalf) shall undertake and/or adhere to the following:

- a. Process Personal Data only in accordance with the terms and conditions set forth in the Agreement and this Addendum, or on the documented instructions from IETF LLC, unless otherwise required to do so by law. In the event Contractor is compelled by law to Process Personal Data provided to it by IETF LLC in a manner beyond or in contrast to the terms and conditions set forth in the Agreement and this Addendum, or the documented instructions from IETF LLC, it shall notify IETF LLC of that legal requirement prior to Processing, unless such notification is expressly prohibited by law.
- b. Maintain confidentiality of all Personal Data, and ensure that individuals who are authorized to Process Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- c. Implement technical and organizational security measures to safeguard Personal Data from accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or access. Contractor shall, at least annually, assess, test, and evaluate the adequacy and the effectiveness of its technical and organizational security measures used to Process Personal Data, in accordance with industry standards or such alternative standards that are substantially equivalent.
- d. Provide, to the greatest extent reasonably possible, assistance to IETF LLC in relation to any inquiry, complaint, or claim concerning the Processing of Personal Data within the scope of the Agreement and this Addendum. Contractor shall refer promptly and without delay, any correspondence it receives from a Data Subject seeking to invoke his/her rights under the GDPR to IETF, and shall not respond to such a request, unless otherwise required by law.
- e. Provide IETF LLC, to the greatest extent reasonably possible, access to Personal Data to enable it to comply with its legal obligations with regard

to Data Subjects invoking their rights under the GDPR. Contractor shall, at the request of IETF LLC and without delay, amend, correct, delete, cease using, or restrict the use of Personal Data.

- f. Provide, to the extent reasonably possible, assistance to IETF LLC on any privacy impact assessment or consultation with Supervisory Authorities concerning the Processing of Personal Data within the scope of the Agreement and this Addendum.
- g. Within sixty (60) Business Days of receiving notice pursuant to Section 4.1(d) of this Addendum, either return all Personal Data and the copies thereof to IETF LLC, or destroy and certify the destruction of, all Personal Data, unless otherwise prohibited by law.
- h. Except as is provided in Section 8 of this Addendum, make available, upon request, to IETF within sixty (60) Business Days all information necessary to demonstrate compliance with the obligations set forth in the Agreement and this Addendum.
- i. Maintain, in accordance with Article 30.2 of the GDPR, records of its Processing undertaken on behalf of IETF LLC.

5.2 Contractor acknowledges and agrees that it will undertake any and all of the functions or services described in this Addendum at no additional cost, expense, or fee to IETF LLC.

## **6 SUBPROCESSOR ACTIVITIES**

6.1 IETF LLC acknowledges and agrees that in order to satisfy the terms and conditions of the Agreement and this Addendum, Contractor may contract with a third-party to perform sub-Processing, subject to the conditions set forth in this Section. IETF LLC hereby agrees to the approved sub-Processors listed in Appendix A: Annex 3.

6.2 Upon request, Contractor shall inform IETF LLC of any third-party performing, on the behalf of Contractor, any sub-Processing activities related to the Agreement or this Addendum, and of any intended changes concerning the addition or replacement of a third-party, thereby giving IETF the opportunity to object to such changes. Notwithstanding the foregoing, IETF may only object to Contractor's use of a new sub-Processor where there are reasonable grounds to believe that the sub-Processor will be unable to comply with the terms of the Agreement or this Addendum. If IETF objects to Contractor's use of a new sub-Processor, IETF shall notify Contractor in writing within ten (10) Business Days after receiving notification regarding the use of the sub-Processor.

6.3 Contractor shall ensure that any third-party that performs sub-Processing activities concerning Personal Data on its behalf shall be subject to all applicable obligations set forth in the GDPR, including all applicable conditions of confidentiality.

6.4 Contractor shall remain liable to IETF LLC and any applicable Data Subject for any breaches caused by a third-party performing sub-Processing activities.

## **7 PERSONAL DATA BREACH**

7.1 Contractor shall notify IETF LLC, promptly and without delay (and in no event in more than three (3) Business Days), of any actual Personal Data Breach after Contractor becomes aware of the incident.

7.2 Contractor shall, to the greatest extent possible, include in its Personal Data Breach notification to IETF LLC the following: a description of the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned; a description of the likely consequences caused by the Personal Data Breach; a description of the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse impact on Data Subjects; and, the name and contact details of Contractor employee or representative from whom more information can be obtained.

7.3 Contractor shall, taking into account the nature of the Processing and the information available to it, provide reasonable assistance to IETF LLC to enable it to satisfy its legal obligations to notify any Supervisory Authority, regulatory or governmental authority, Data Subject, or any other individual or entity of a Personal Data Breach.

## **8 AUDIT REQUIREMENTS**

8.1 Contractor shall, upon request by IETF LLC, submit to audits conducted by IETF LLC or a third-party on IETF LLC's behalf to demonstrate compliance with its obligations under this Addendum.

8.2 IETF LLC acknowledges and agrees that it shall only conduct the audits described in Section 8.1 of this Addendum if Contractor has been subject to a Personal Data Breach or it cannot reasonably demonstrate compliance with its obligations under this Addendum.

8.3 The Parties shall, in advance of any audit undertaken pursuant to this Section, agree in writing on the nature, scope, and means, of the audit. Any and all audits shall be conducted under the supervision of Contractor.

## **9 INTERNATIONAL TRANSFER OF PERSONAL DATA**

9.1 In the event that Contractor is undertaking or intends to undertake the Processing of Personal Data on the behalf of IETF LLC that involves the transfer of Personal Data to any non-European Economic Area country or to an international organization that has not been recognized by the European Commission as providing an adequate level of protection for Personal Data, such transfer shall be undertaken in accordance with Section 9.2.

9.2 To the extent that Section 9.1 is not applicable, the transfer of Personal Data described herein shall comply with the terms and conditions of the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries approved by the European Commission Decision of February 5, 2010, which is reproduced in full at Appendix A. In the event that Appendix A is amended, replaced, or repealed by government authorities, the Parties shall adhere, to the greatest extent possible, to any new applicable

provisions or obligations set forth by the government authorities, until such time that both Parties can agree to new terms and conditions governing the transfer of Personal Data to any non-European Economic Area country or international organization. The Parties agree that, to the extent applicable, the prior written consent to the engagement of Sub-Processors required by Clause 5(h) of the Standard Contractual Clauses has been satisfied pursuant to Section 6 of this Addendum. In case of any conflict between the terms and conditions set forth in Appendix A and any other part of the Master Agreement and/or this Addendum, the terms and conditions set forth in Appendix A shall prevail.

## **10 LAWFUL ACTIVITIES AND COMPLIANCE**

- 10.1 IETF LLC and Contractor shall perform all activities related to this Addendum in accordance with all relevant terms and conditions set forth in the GDPR.
- 10.2 With regard to any provision of this Addendum, Contractor shall inform IETF LLC promptly if, in its opinion, an instruction from IETF LLC violates any Applicable Data Protection Law.
- 10.3 In the event that Contractor cannot, for whatever reason, comply with the GDPR, it shall promptly and no case later than ten (10) Business Days, notify IETF LLC and provide reason(s) for noncompliance.

## **11 DISPUTES AND GOVERNING LAW**

- 11.1 Any action, suit, or proceeding arising under or in connection with this Addendum must be commenced within one year after the claim or cause of

action accrued. The prevailing Party in any action, suit or proceeding shall be entitled to recover, in addition to any other remedy under this Addendum, reasonable attorney fees and costs.

- 11.2 Any action, suit, or proceeding arising under or in connection with this Addendum shall be governed in all respects by the law stipulated to in the Agreement, unless the governing law is controlled by the terms and conditions set forth in any Applicable Data Protection Law.

## **12 THIRD-PARTY RIGHTS**

- 12.1. Unless expressly provided for in this Addendum, or provided for in any Applicable Data Protection Law, a person who is not a party to this Addendum has no right to enforce any term or responsibility set forth herein.
- 12.2. Unless required by law or by the terms and conditions provided for in this Addendum, the Parties do not require the consent of any third-party to terminate, rescind, amend, or otherwise alter this Addendum at any time.

## **Exhibit C: Appendix A**

### **Standard Contractual Clauses Governing Personal Data Transfers**

#### **1 DEFINITIONS**

The definitions set forth in Section 2 of the Addendum are fully incorporated into this Appendix.

#### **2 DETAILS OF THE TRANSFER**

The details regarding the transfer of Personal Data from the Data Exporter (Company) to the Data Importer (Contractor), including any transfer of Special Categories of Data, where applicable, are specified in Annex 1 which forms an integral part of this Appendix.

#### **3 THIRD-PARTY BENEFICIARY**

3.1. The Data Subject can enforce against the Data Exporter this Section, Section 4(b) to (i), Section 5(a) to (e), and (g) to (j), Section 6(1) and (2), Section 7, Section 8(2), and Sections 9 to 12 as third-party beneficiary.

3.2. The Data Subject can enforce against the Data Importer this Section, Section 5(a) to (e) and (g), Section 6, Section 7, Section 8(2), and Sections 9 to 12, in cases where the Data Exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity.

3.3. The Data Subject can enforce against the Sub-Processor this Section, Section 5(a)

to (e) and (g), Section 6, Section 7, Section 8(2), and Sections 9 to 12, in cases where both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the Data Exporter, in which case the Data Subject can enforce them against such entity. Such third-party liability of the Sub-Processor will be limited to its own Processing operations.

3.4. The Parties do not object to a Data Subject being represented by an association or other body if the Data Subject so expressly wishes and if permitted by national law.

#### **4 OBLIGATIONS OF THE DATA EXPORTER**

The Data Exporter agrees and warrants:

a. That the Processing, including the transfer itself, of the Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the Applicable Data Protection Law (and, where applicable, has been notified to the relevant authorities of the Member State where the Data Exporter is established) and does not violate the relevant provisions of that State.

b. That it has instructed and throughout the duration of the Personal Data-Processing services will instruct the Data Importer to Process the Personal Data transferred only on the Data Exporter's behalf and in accordance with the Applicable Data Protection Law, the Master Agreement and/or this Addendum.

- c. That the Data Importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Annex 2 to this Appendix.
- d. That after assessment of the requirements of the Applicable Data Protection Law, the security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation, and business resources.
- e. That it will ensure compliance with the security measures.
- f. That, if the transfer involves Special Categories of Data, the Data Subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of the GDPR.
- g. To forward any notification received from the Data Importer or any Sub-Processor pursuant to Section 5(b) and Section 8(3) to the data protection Supervisory Authority if the Data Exporter decides to continue the transfer or to lift the suspension.
- h. To make available to the Data Subjects upon request a copy of this Appendix, with the exception of Annex 2, and a summary description of the security measures, as well as a copy of any contract for sub-Processing services which has to be made in accordance with this Appendix, unless the Appendix or the contract contain commercial information, in which case it may remove such commercial information.
- i. That, in the event of sub-Processing, the Processing activity is carried out in accordance with Section 11 by a Sub-Processor providing at least the same level of protection for the Personal Data and the rights of Data Subject as the Data Importer under this Appendix.
- j. That it will ensure compliance with Section 4(a) to (i).

## 5 OBLIGATIONS OF THE DATA IMPORTER

The Data Importer agrees and warrants:

- a. To Process the Personal Data only on behalf of the Data Exporter and in compliance with its instructions and this Addendum; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Data Exporter of its inability to comply, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the Master Agreement and/or this Addendum.
- b. That it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the Data Exporter and its obligations under the Master Agreement and/or this Addendum and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the

Master Agreement and/or this Addendum, it will promptly notify the change to the Data Exporter as soon as it is aware, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the Master Agreement and/or this Addendum.

- c. That it has implemented the technical and organizational security measures specified in Annex 2 before Processing the Personal Data transferred.
- d. That it will promptly notify the Data Exporter about (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, (ii) any accidental or unauthorized access; and any request received directly from the Data Subjects without responding to that request, unless it has been otherwise authorized to do so.
- e. To deal promptly and properly with all inquiries from the Data Exporter relating to its Processing of the Personal Data Subject to the transfer and to abide by the advice of the Supervisory Authority with regard to the Processing of the data transferred.
- f. At the request of the Data Exporter to submit its data-processing facilities for audit of the Processing activities covered by this Appendix, which will be carried out by the Data Exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the Data Exporter, where applicable, in agreement with the Supervisory Authority.

g. To make available to the Data Subject upon request a copy of this Appendix, or any existing contract for sub-Processing, unless the Appendix or contract contain commercial information, in which case it may remove such commercial information, with the exception of Annex 2 which will be replaced by a summary description of the security measures in those cases where the Data Subject is unable to obtain a copy from the Data Exporter.

h. That, in the event of sub-Processing, it has previously informed the Data Exporter and obtained its prior written consent.

i. That the Processing services by the Sub-Processor will be carried out in accordance with Section 11.

j. To send promptly a copy of any Sub-Processor agreement it concludes under this Appendix to the Data Exporter.

## **6 LIABILITY**

6.1. The Parties agree that any Data Subject, who has suffered damage as a result of any breach of the obligations referred to in Section 3 or in Section 11 by any party or Sub-Processor is entitled to receive compensation from the Data Exporter for the damage suffered.

6.2. If a Data Subject is not able to bring a claim for compensation in accordance with paragraph 1 against the Data Exporter, arising out of a breach by the Data Importer or his Sub-Processor of any of their obligations referred to in Section 3 or in Section 11, because the Data Exporter has factually disappeared or ceased to exist in law or has become insolvent, the Data Importer agrees that the Data Subject may

issue a claim against the Data Importer as if it were the Data Exporter, unless any successor entity has assumed the entire legal obligations of the Data Exporter by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity. The Data Importer may not rely on a breach by a Sub-Processor of its obligations in order to avoid its own liabilities.

- 6.3. If a Data Subject is not able to bring a claim against the Data Exporter or the Data Importer referred to in paragraphs 1 and 2, arising out of a breach by the Sub-Processor of any of their obligations referred to in Section 3 or in Section 11 because both the Data Exporter and the Data Importer have factually disappeared or ceased to exist in law or have become insolvent, the Sub-Processor agrees that the Data Subject may issue a claim against the data Sub-Processor with regard to its own Processing operations as if it were the Data Exporter or the Data Importer, unless any successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law, in which case the Data Subject can enforce its rights against such entity. The liability of the Sub-Processor will be limited to its own Processing operations.

## **7 MEDIATION AND JURISDICTION**

- 7.1. The Data Importer agrees that if the Data Subject invokes against it third-party beneficiary rights and/or claims compensation for damages under this Appendix, the Data Importer will accept the decision of the Data Subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the Supervisory Authority; (b) to refer

the dispute to the courts in the Member State in which the Data Exporter is established.

- 7.2. The Parties agree that the choice made by the Data Subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## **8 COOPERATION WITH SUPERVISORY AUTHORITIES**

- 8.1. The Data Exporter agrees to deposit a copy of this Appendix with the Supervisory Authority if it so requests or if such deposit is required under the Applicable Data Protection Law.
- 8.2. The Parties agree that the Supervisory Authority has the right to conduct an audit of the Data Importer, and of any Sub-Processor, which has the same scope and is subject to the same conditions as would apply to an audit of the Data Exporter under the Applicable Data Protection Law.
- 8.3. The Data Importer will promptly inform the Data Exporter about the existence of legislation applicable to it or any Sub-Processor preventing the conduct of an audit of the Data Importer, or any Sub-Processor, pursuant to paragraph 2. In such a case the Data Exporter will be entitled to take the measures foreseen in Section 5(b).

- 9 GOVERNING LAW.** Any action, suit, or proceeding arising under or in connection with this Appendix, and this Appendix only, will be governed by the law of the Member State in which the data exporter is established.

**10. VARIATION OF THE APPENDIX.** The Parties undertake to not vary or modify this Appendix. This does not preclude the Parties from adding provisions on business related issues where requires as long as they do not contradict this Appendix.

**11. SUB-PROCESSING**

11.1. The Data Importer will not subcontract any of its Processing operations performed on behalf of the Data Exporter without the prior written consent of the Data Exporter. Where the Data Importer subcontracts its obligations under this Appendix, with the consent of the Data Exporter, it will do so only by way of a written agreement with the Sub-Processor which imposes the same obligations on the Sub-Processor as are imposed on the Data Importer under this Appendix. Where the Sub-Processor fails to fulfil its data protection obligations under such written agreement the Data Importer will remain fully liable to the Data Exporter for the performance of the Sub-Processor’s obligations under such agreement.

11.2. The prior written contract between the Data Importer and the Sub-Processor will also provide for a third-party beneficiary clause as laid down in Section 3 for cases where the Data Subject is not able to bring the claim for compensation referred to in paragraph 1 of Section 6 against the Data Exporter or the Data Importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the Data Exporter or Data Importer by contract or by operation of law. Such third-party liability of the Sub-Processor will be limited to its own Processing operations.

11.3. The provisions relating to data protection aspects for sub-Processing of the contract referred to in paragraph 1 will be governed by the law of the Member State in which the Data Exporter is established.

11.4. The Data Exporter will keep a list of sub-Processing agreements concluded under this Appendix and notified by the Data Importer pursuant to Section 5(j), which will be updated at least once a year. The list will be available to the Data Exporter’s data protection Supervisory Authority

**12. TERMINATION**

12.1. The Parties agree that on the termination of the provision of data-Processing services, the Data Importer and the Sub-Processor will, at the choice of the Data Exporter, return all the Personal Data transferred and the copies thereof to the Data Exporter or will destroy all the Personal Data and certify to the Data Exporter that it has done so, unless legislation imposed upon the Data Importer prevents it from returning or destroying all or part of the Personal Data transferred. In that case, the Data Importer warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively Process the Personal Data transferred anymore.

12.2. The Data Importer and the Sub-Processor warrant that upon request of the Data Exporter and/or of the Supervisory Authority, it will submit its data-Processing facilities for an audit of the measures referred to in Section 12.1.



## EXHIBIT C: ANNEX 1

### Transfer Description (Controller to Processor)

**1. IETF Administration LLC:** The data exporter is the Internet Engineering Task Force on behalf of the IETF LLC. The IETF LLC provides the corporate home for the IETF, the Internet Architecture Board (IAB), and the Internet Research Task Force (IRTF).

**2. Association Management Solutions LLC:** The data importer is Association Management Solutions LLC (“AMS”), a company providing start-up services, event services, financial and budget management, marketing communications, and other management services for non-profit groups.

**3. Data Subjects:** The personal data transferred concern data subjects about whom data is provided to AMS, via the Services performed in the Agreement, by or at the direction of the data exporter.

**4. Categories of Personal Data:** Data relating to individuals provided to AMS by, or at the direction of, the data exporter.

**5. Special Categories of Data:** None.

**6. Processing Duration:** As set forth in the Agreement and this DPA.

## EXHIBIT C: ANNEX 2

### Technical and Organization Security Measures

#### 1. Description of the technical and organizational security measures.

##### **Infrastructure**

The operations and work product of each client consists primarily of documents generated and collaborated on by individuals of IETF LLC worldwide. In addition, project data, meeting data, and other client information make up important components of client work products. These products and data are stored on AMS central servers, from which client companies and individuals can access and share such data collaboratively. AMS servers represent the primary repository for forum work product data. These servers are privately owned and operated directly by AMS, maintained by dedicated AMS IT personnel.

##### **Data Integrity**

The integrity of data on AMS Central servers is of supreme importance both to AMS, and to its clients. As a result, a comprehensive data backup system is used on a continuous basis to ensure the integrity and availability of client member data at all times. The AMS data integrity procedures consist of several separate data backup and redundancy strategies. This multipronged approach to data storage and backup helps ensure maximum availability and reliability of all AMS client data at all times.

##### **Disaster Recovery**

The threat of disaster is an ever-present possibility for any complex data center. To help minimize the possibility of disasters occurring, AMS maintains redundant servers in each of two separate data facilities. These data facilities are located at opposite ends of the United States, thus providing maximum isolation in the event of natural or widespread disaster. Both centers are high-grade location facilities, hardened against hurricane, flooding, and other common weather phenomena, with multiple redundant Internet connections and multiple enterprise grade servers. Each data center is staffed and operated by AMS-employed Information Technology personnel.

##### **Security**

The physical security of each data center is of high importance. Alarm systems, system monitoring, and physical access controls protect each server center from unauthorized access. Specialized facility monitoring and equipment surveillance systems are in place to help prevent unauthorized access or tampering. Armed response personnel at each facility are a further deterrent to theft or other criminal activity.

Enterprise grade electronic surveillance and protection systems are also in place to prevent unauthorized electronic access to servers and customer data. Firewall systems, data encryption systems, specialized access channels, and dedicated security-based servers are among the many measures taken to help protect against unauthorized electronic access. Each physical and virtual server has its own integral set of security systems, including firewall and monitoring software, and therefore operates within its own zone of containment. In addition, AMS Information-Technology personnel perform regular

monitoring and auditing of all server systems, to ensure that the integrity of all servers is continuously maintained.

## EXHIBIT C: ANNEX 3

### APPROVED SUBPROCESSORS

#### Nature of Processing:

Document management, video/audio conferencing, website management tool, social media, survey tools, e-marketing tools, data center server hosting, payment processing, project management, website analytics, banking institution.

#### Subprocessors:

AT&T	Skype
Authorize.net	SlideShare – part of LinkedIn
BlueJeans	SunTrust Bank
Box	SurveyMonkey
Cloudflare	TracWiki
Constant Contact	Twitter
Cvent	VMC – VAT company
Datatracker – IETF proprietary tool	Wagtail
dokuwiki	WebEx
Doodle Polls	Wells Fargo
DropBox	WordPress
Facebook	YouTube
GlobalMeet	Zoom
Google	
G Suite – part of Google	
Hootsuite	
JIRA/Atlassian	
LinkedIn	
Level3 – data center	
OVH – backup data center	
Paypal	
QuickBooks	
RT (request tracker)	