

STATEMENT OF WORK #3

This Statement of Work #3 ("**SOW**") is entered into effective as of 20 November 2023 (the "**Effective Date**") by and between Torchbox Inc ("**Contractor**") and IETF Administration LLC ("**IETF LLC**"). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 22 September 2022 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 Wagtail development, support and consultancy for IETF (collectively, the "Services") on an hourly basis to IETF. The details of the Services are set out in Torchbox document "Wagtail development, support and consultancy for IETF" from November 2023.

Services will be primarily delivered by a Full Stack Developer, identified as Key Personnel below, embedded in the IETF team for a four-week term starting Monday 20th November 2023, working full time on this project, supported by $\frac{1}{2}$ day per week of delivery and technical support.

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.

2. Fees: The fees shall be calculated using the following rate card and estimate of fees:

Role	Day rate	Days	Total estimate
	$\times\!\!\times\!\!\times\!\!\times$	$\langle \rangle$	$\times\!\!\!\times\!\!\!\!\times$
	$\times\!\!\times\!\!\times\!\!\times$	$\langle \rangle$	$\times\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!\!$
	$\times\!\!\times\!\!\times\!\!\times$		$\rangle\rangle\rangle$
			$\times\!\!\!\times\!\!\!\!\times$

The total amount billable for this SOW shall not exceed without prior written agreement. The Agreement shall dictate the terms of payment and reimbursement for expenses.

3. Term: This SOW shall remain in effect until 31st March 2024, 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:

Alex Morega, Full Stack Developer

- 5. Management. Contractor's primary contact at the IETF LLC for this SOW will be: Tools Team PM. 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. While Contactor will work with the IETF LLC primary contact in the ordinary course of the Services, the IETF Executive Director shall at all times have the authority to provide additional instructions, feedback and other direction to Contractor. In the event of a conflict between the direction received from the IETF LLC's primary contact and the IETF Executive Director, Contractor will provide written notice of the conflict and ask for clarification, provided that instructions received from the IETF Executive Director shall supersede those received from any other IETF LLC contacts.
- **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



By: Jay Daley

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

TORCHBOX INC



By: James Leavesley

Title: CEO

Email: james.leavesley@torchbox.com