



CONTRACTED SERVICES AGREEMENT

THIS CONTRACTED SERVICES AGREEMENT (this “**Agreement**”) is made effective as of the _07_th day of August, _2019, (the “**Effective Date**”) by and between the IETF Administration LLC (“**IETF LLC**”) a Delaware limited liability company, and the Internet Society, a Washington D.C. non-profit corporation (the “**Service Provider**”).

1. Services. Service Provider shall provide to the Company the 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**”).

2. Independent Contractor. For purposes of this Agreement, Service Provider’s relationship with IETF 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, Service Provider will determine what actions are required to perform the Services and to achieve the relevant objectives. Service Provider will provide its own equipment (e.g., laptop and phone, and related services) and set its own hours. Service Provider 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 Confidential Information (CI) or otherwise interfere with Service Provider’s ability to complete the Services under this Agreement in a satisfactory manner. Service Provider shall not be provided any training by IETF LLC and is expected to have all the expertise necessary to carry out the Services. Service Provider shall be responsible for all taxes and other costs and expenses attributable to the compensation payable to, and the Services provided by, Service Provider under this Agreement

3. Term & Termination. The initial term of this Agreement will begin on August 28, 2019 and end on December 31, 2019 provided that any SOWs in effect at termination will remain in full force and effect until the SOW term expires, unless expressly terminated pursuant to this Agreement. The parties may mutually agree in writing to renew the engagement for successive renewal periods after expiration of the term of this Agreement, and the terms of this Agreement will continue to apply. Either party may terminate this Agreement or any SOW at any time and for any reason with 30 days’ prior written notice to the other party. 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 within 30 days of receiving notice of such breach. Upon termination for any reason, Service Provider agrees to cooperate in good faith with IETF LLC to wind down and transition any work in progress.

4. Compensation and expenses.

IETF LLC will compensate Service Provider for the Services as set forth in the applicable SOW and in accordance with the schedule set forth therein.

Service Provider will invoice IETF LLC from time to time by sending an invoice to the IETF Executive Director at exec-director@ietf.org. IETF will pay undisputed amounts of such invoice within 30 days of receipt.

IETF LLC will reimburse Service Provider for direct expenses incurred specifically in connection with the Services, provided that Service Provider receives IETF LLC's advance written approval for any such expenses. Other than pre-approved direct expenses, Service Provider will be solely responsible for all other costs and expenses incurred in performance of this Agreement. All expenses will be subject to and handled in accordance with IETF's Travel and Expense Reimbursement Policy.

5. Confidentiality. In the course of Service Provider's engagement with IETF LLC, Service Provider may be exposed or have access to information, materials or documents that are confidential to IETF ("CI"). Service Provider agrees, both during and after its engagement by IETF, to maintain CI as confidential, and to not disclose or cause to be disclosed any CI, nor use CI for any purpose except as necessary to perform the Services for IETF. Service Provider will return or destroy any CI in its possession upon termination of this Agreement and its relationship with IETF.

6. Intellectual Property. IETF LLC shall own all right, title and interest in and to all information, materials and other proceeds that Service Provider creates in the course of, or that otherwise result from, the Services or Service Provider's engagement with IETF LLC ("**Work Product**"), except to the extent certain exceptions are explicitly agreed to by the IETF LLC in writing (*email to suffice*). Except as otherwise agreed to by the IETF LLC, all Work Product shall 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, Service Provider hereby assigns all right, title and interest in and to all intellectual property and other proprietary rights in such Work Product to IETF LLC. Service Provider retains ownership in all other works Service Provider created prior to this Agreement or creates in the future outside of the scope of the Services and Service Provider's engagement with IETF LLC. Upon termination of this Agreement, Service Provider will provide to IETF LLC any working drafts or other interim phases of deliverables Work Product as they exist upon termination.

7. Warranties; liability. Service Provider 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 laws, statutes, or regulations, (v) that it will comply with all applicable IETF LLC policies described at <https://www.ietf.org/about/administration/policies-procedures/> (as may be updated from time to time), and (v) to the best of Service Provider's knowledge, the Services and Work Product will not violate or in any way infringe upon the rights of third parties. Service Provider agrees to indemnify and hold IETF LLC and its member, directors and officers harmless from any claim, loss or expense arising in connection with Service Provider's breach of this Agreement, or in connection with its negligence or willful misconduct.

8. Insurance. Service Provider shall maintain any required and customary insurance in amounts and types reasonable for the type of business conducted by Service Provider. Service Provider shall

provide evidence of insurance and endorsements at IETF LLC's request, and shall cooperate with IETF LLC in good faith to adjust such insurance coverage as appropriate for the Services.

9. Miscellaneous. This Agreement will be governed by Delaware law. Service Provider may not assign or delegate any of its rights or obligations set forth in this Agreement without IETF LLC's prior written consent. This Agreement, together with any SOWs, 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. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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
1000 N. West St, Ste. 1200
Wilmington, DE 19801

If to Service Provider

Internet Society

Attn: Chief Financial Officer

spector@isoc.org

11710 Plaza America Drive, Suite 400
Reston, VA 20190

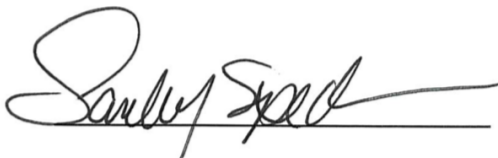
Read and agreed to by:

IETF ADMINISTRATION LLC



By: Portia Wenzel-Danley
Title: IETF LLC Executive Director, Interim
Email: pwdanley@ietf.org

INTERNET SOCIETY



By: Sandy Spector
Title: Chief Financial Officer
Email: spector@isoc.org

Statement of Work #1

This Statement of Work # 1 ("SOW") is entered into effective as of this _07_th day of August, 2019 (the "Effective Date") by and between Internet Society ("Service Provider") and IETF Administration LLC ("IETF LLC"). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated August _07_, 2019 by and between the parties (the "Agreement"). Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

1. Description of Services: Service Provider agrees to provide external communications and community engagement services (collectively, the "Services") to IETF LLC. Such Services may include but are not limited to: creating and overseeing the execution of communications strategies; developing and managing the IETF online presence, including websites and social media; managing and coordinating media relations; and overseeing supporting external providers of graphic design, photography, and other communication-related services. Service Provider may, as part of the Services, be expected to participate in various meetings, and will perform other activities as mutually agreed by Service Provider and IETF LLC. IETF LLC expects that successful performance of the Services will require approximately 32 hours per week of dedicated time, but no set number of hours is required.

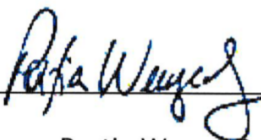
2. Fees: IETF shall pay Service Provider [REDACTED] per month for the Services; provided that the period of August 29-September 30 shall be treated as a single month. Service Provider reserves the right to increase its fees starting in 2020 to reflect increased costs.

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

3. Term: This SOW shall be effective as of August 28, 2019 and shall remain in effect until December 31, 2019, after which the Company and Service Provider 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. 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: Portia Wenzel-Danley
Title: IETF LLC Executive Director, Interim
Email: pwdanley@ietf.org

INTERNET SOCIETY



By: Sandy Spector
Title: Chief Financial Officer
Email: spector@isoc.org