

**RFC PRODUCTION CENTER AGREEMENT**

**BETWEEN**

**ASSOCIATION MANAGEMENT SOLUTIONS, LLC**

**AND**

**THE INTERNET SOCIETY**

**2016**

TABLE OF CONTENTS

ARTICLE 1 OBLIGATIONS .....3

ARTICLE 2 PAYMENTS .....4

ARTICLE 3 MEETINGS AND RECORDS .....6

ARTICLE 4 TERM; TERMINATION .....6

ARTICLE 5 TRANSITION .....7

ARTICLE 6 ADDITIONAL WORK AND CHANGE ORDERS .....9

ARTICLE 7 INTELLECTUAL PROPERTY ..... 11

ARTICLE 8 INDEMNIFICATION ..... 12

ARTICLE 9 LIMITED WARRANTY ..... 12

ARTICLE 10 LIMITATION OF LIABILITY ..... 13

ARTICLE 11 CONFIDENTIALITY ..... 13

ARTICLE 12 GENERAL ..... 15

EXHIBITS

A STATEMENT OF WORK ..... 21

    APPENDIX I: CURRENT TOOLS LIST .....26

B WORK STANDARDS ..... 27

C BUDGET ..... 29

## RFC PRODUCTION CENTER SERVICES AGREEMENT

This Services Agreement (“Agreement”) is effective as of 1 January 2016, by and between Association Management Solutions, LLC, a California Limited Liability Company (“AMS”) and the Internet Society, a District of Columbia nonprofit corporation (“ISOC”), acting on behalf of the Internet Engineering Task Force (“IETF”) through the Internet Administrative Oversight Committee (“IAOC”). AMS and ISOC are collectively referred to herein as the “Parties”, and each is individually referred to as a “Party”.

**Whereas,** The RFC document series has been published continuously since 1969 and currently numbers over 7800.

**Whereas,** AMS wishes to provide RFC Production Center services on the terms and conditions set forth herein;

**Now, therefore,** in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### 1. OBLIGATIONS

#### 1.1 AMS Obligations.

AMS acknowledges that its timely and professional delivery of services hereunder is essential to the RFC series.

**(a) Work.** AMS will perform the services as set forth in Exhibit A, hereinafter the “Work” and each functional “Subset” thereof, and any additional Work that is set forth in a writing executed and dated by both Parties.

(i) The Work in Exhibit A and this Agreement are unrelated to and not conditioned upon any other agreements AMS may have with ISOC for any other Work. The term and continuation of this work is not affected by the term and continuation of any other Agreement between the Parties. Each agreement is severable, meaning the contracts for the Secretariat, RFC Production Center and RFC Publisher could be put up for a re-bid in accordance with the terms of each contract.

(ii) For budgetary or other reasons ISOC may find it necessary to scale back on the support it receives from and the payment it makes to AMS. AMS agrees to cooperate with ISOC by recommending service cutbacks and priorities to achieve the scale back target. Further, AMS agrees to cut back such services and fees as may be agreed to in writing between the parties.

(iii) AMS shall support IETF, IASA, IAB, or ISOC as requested by the IAD with respect to responding to legal requests, subpoenas or other legal processes that implicate the RFC series of documents and/or particular documents published by the RFC Editor either prior to or during the term of the contract. All external, documented costs and expenses, specifically excluding costs of AMS personnel or internal resources for such support shall be borne by ISOC.

(iv) The Work is based, in part, upon the RFC Editor Model contained in RFC 6635. This model is subject to change. Accordingly, the Work and this Agreement are subject to change to bring it within conformity to the Model. The parties will work together to effect the changes in the Work and this Agreement.

**(b) Personnel.** AMS shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. More specifically, Key Personnel individuals and positions include: (i) Sandy Ginoza as the RFC Production Center Director, and (ii) Alice Russo as a Sr. Editor and IT Development Project Manger. In the event that any of these employees terminate their employment with AMS, either voluntarily or involuntarily, AMS shall notify the IAD and consult with the IAD on a

suitable replacement with equal or greater qualifications. AMS will provide a suitable replacement within a reasonable period of time, and during the search, shall give the IAD ongoing progress reports. Nothing herein shall alter the fact that all employees of AMS, unless otherwise set forth by AMS at its sole discretion, shall be “employees-at-will” of AMS and may be terminated for any lawful reason. Notwithstanding AMS’ hiring of Key Personnel to perform the Work, no employment relationship shall be created between any entity within the IETF Community and any of the Key Personnel or any other AMS employee or contractor.

AMS shall provide the following dedicated staffing for the RFC Production Center services. AMS will use reasonable commercial efforts to provide the services set forth in Exhibit A, Statement of Work.

- One (1) full-time RFC Production Center Director
- One (1) full-time Senior Editor/IT Development Project Manager
- Three and half (3.5) full-time Editors
- One (1) full-time Editor, for the 2016 calendar year
- One (1) part-time IT Programmer Support

**IT Programmer Support.** AMS shall, at no additional charge, maintain, correct and update the current suite of “tools” utilized in connection with RFC Production Center functions, a list of which is below (see Appendix 1). Vendor’s obligation to so update such tools 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 and may include new projects as needed by staff or as requested by the IAD. These services shall be provided, to the best of AMS’s ability, within the allocation of an average of 20 IT Programmer hours per week.

**(c) Work Standards.** AMS shall perform the Work in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable Work, including, without limitation, the work standards (“Work Standards”) set forth in Exhibit B hereto and incorporated herein by this reference.

**1.2 Subcontractors.** AMS shall not engage the services of third party contractors, subcontractors or consultants (“Subcontractors”) in the performance of its obligations under this Agreement without the prior written consent of the IAD, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. AMS will provide all information regarding such Subcontractor which the IAD reasonably requests, including a summary of AMS’ past experience with such Subcontractor, if any. In the event that IAOC permits AMS to use the services of one or more Subcontractors, each such Subcontractor shall sign a written agreement in which such Subcontractor agrees to comply with each of the relevant provisions and restrictions of this Agreement to the same extent as AMS and employees of AMS. At the request of IAOC, AMS shall provide any or all such agreement(s) to IAOC. AMS shall be fully responsible for each such Subcontractor’s compliance with the applicable terms of this Agreement, and AMS shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. Neither ISOC nor the IAOC shall have any responsibility or obligation to any such Subcontractor, and AMS shall pay all such Subcontractors in accordance with the agreement between them and ensure that all Subcontractors deliver all Deliverables for which they are responsible without lien or encumbrance. AMS acknowledges that the IAD’s consent to a Subcontractor does not relieve AMS of its obligations and liabilities hereunder.

**1.3 Benefits.** AMS shall provide for and pay the compensation of its personnel, including Subcontractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers’

compensation benefits) which an employer is required to pay relating to the employment of employees. The ISOC and IAOC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to AMS' personnel. AMS shall indemnify, defend and hold the ISOC and IAOC harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns with respect to its personnel.

**1.4 Acknowledgements.**

IAOC acknowledges:

(a) AMS may need timely information and data, decisions, assistance and cooperation from the IETF Community ("Cooperation"); and

(b) IAOC will use best efforts to cause 1.4(a) to occur; and

(c) AMS shall not be liable for a deficiency in performing the Work to the extent that such deficiency results directly from the IETF Community's failure to provide timely and material Cooperation that has been described in Exhibit A, Exhibit B or any other writing mutually-agreed by AMS and IAOC.

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) If the Parties fail to reach a written agreement (which shall be reflected in an amendment to this Agreement) within the sixty (60) day period specified above, and such agreed-upon extensions, this Agreement shall expire and terminate on the last day of the term in question, plus any transition period as defined in Section 5; provided, however, the parties shall continue to perform their obligations through such date in accordance with the terms and conditions hereof.

(d) **Taxes.** For the purposes of this Agreement, all international, federal, state, local or other taxes, including, without limitation, sales, use, excise and property taxes, or amounts levied in lieu thereof, related to the performance of the Work shall be paid by ISOC; provided, however, that AMS shall be responsible (i) for any real or personal property taxes on property it owns or leases, and (ii) for taxes based on its net income or for taxes on its gross receipts, including gross receipts taxes, general or gross

excise taxes, other excise taxes, sales taxes and use taxes, if any.

## 2.2 Payments.

(a) AMS shall submit an invoice monthly with detailed records of fees, expenses and costs.

[REDACTED]

(c) Invoice disputes will be resolved by the appropriate financial officers of the Parties; disputes not resolved will be referred to the IAD and an AMS Principal

(d) ISOC shall pay undisputed fees to AMS per Section 2.2(b) above, and all disputed fees shall be resolved per Section 2.2(c) above.

(e) ISOC shall pay directly for all valid and verified third-party fees and costs incurred by AMS in accordance with the performance of its obligations hereunder. Such fees and costs include, without limitation, hotel room reservations, meeting facility, equipment rentals, travel and lodging of authorized AMS personnel.

**2.3 Continuation of Performance.** AMS shall not have the right hereunder to reduce, suspend or cease its performance of any Work due to any dispute pending the resolution of that dispute in accordance with Section 12.2, provided that AMS has been fully and timely paid in accordance with the terms hereof (less any hold-back by ISOC of fees as expressly authorized by the terms hereof and as defined in Exhibit B: Work Standards section 1c).

## 3. MEETINGS AND RECORDS

### 3.1 Meetings.

(a) The IAD shall request meetings as necessary in furtherance of this Agreement. Unless otherwise set forth in this Agreement, in an applicable Statement of Work, or by mutual consent, "meetings" may be conducted via conference call. All reasonable travel expenses incurred as a result of a required meeting, other than to meetings that occur on the AMS premises, shall be paid by ISOC.

(b) The IAD shall be the IASA representative administering the contract, requesting, and attending meetings with AMS personnel.

(c) **Quarterly Meeting.** AMS shall meet quarterly with the IAD to: (i) review contract performance, (ii) review budget projections, (iii) resolve issues, (iv) discuss Additional Work, (v) make decisions, and (vi) consider such other business as appropriate.

### 3.2 Records.

(a) AMS agrees to keep and maintain, during the term of this Agreement and for a period of three (3) years thereafter, full and complete records to substantiate all charges for Work performed pursuant to this Agreement. All such records shall be kept in accordance with generally accepted business practices. AMS further agrees to make such records available to IAOC or its authorized representative upon reasonable advance written notice during normal business hours during the term of this Agreement and for a period of three (3) years after final payment has been made by IAOC.

#### 4. TERM; TERMINATION

##### 4.1 Term.

(a) This Agreement shall commence on the Effective Date and continue in effect for a period of two (2) years (“Initial Term”) and any Renewal Terms (as defined below).

##### 4.2 Renewal.

(a) Following the Initial Term, this Agreement, including the Work, may be renewed by the parties for up to four (4) additional years in consecutive two (2) year periods (each, a “Renewal Term”).

(b) IAOC shall exercise its right to renew by notifying AMS in writing at least ninety (90) days before the end of the Initial Term (to renew for the first Renewal Term) or the end of the first Renewal Term (to renew for the second Renewal Term).

(c) Both parties agree that this Agreement shall govern the performance of each of them during any Renewal Term, except as otherwise agreed to in writing by the Parties.

##### 4.3 Termination.

(a) Either Party may terminate this Agreement as to the Work upon at least one hundred eighty (180) days written notice to the other Party prior to the end of the Initial Term or any subsequent Renewal Term. Such termination shall become effective on the last day of the Initial or subsequent Renewal Term, as applicable. Termination of the Work is subject to the Transition terms and conditions of Section 5.

(b) The failure to renew the Agreement or enter into a new Agreement by the last day of the Agreement or Renewal Term shall terminate the Agreement, unless the period for renewing the Agreement or reaching a new Agreement shall be extended in writing by the Parties.

(c) In the event that either Party shall fail to perform its obligations concerning the Work pursuant to this Agreement and such failure shall not be cured to the reasonable satisfaction of the other party within forty-five (45) days following written notice from the other Party, this Agreement may be terminated by the non-breaching Party by giving a written notice of termination to the other Party. Such termination of the Work is subject to the Transition terms and conditions of Section 5.

(d) **Payments for Work Performed.** ISOC shall pay AMS for all Work performed and expenses incurred up through the termination date in accordance with Section 2.2 herein.

(e) **Survival.** The provisions of Sections 2.1(d), 2.2, 3.2, 4.3(d), 5.1, 5.2, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.1, 8.2, 8.3, 9.1, 9.2, 10.1, 10.2, 10.3, 10.4, 11.1, 11.2, 11.3, 11.4, 11.5, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7 shall survive any expiration or termination of this Agreement.

(f) **Bankruptcy.** This Agreement may be terminated by either party upon written notice to the other Party if (a) any assignment is made by such other Party for the benefit of creditors, or (b) if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of such other Party’s property, or (c) if such other Party files a voluntary petition under federal bankruptcy laws or similar state or foreign statutes or (d) if an involuntary petition under federal bankruptcy laws or similar state or foreign statutes is filed against such other Party and is not dismissed within forty-five (45) days after it is filed.

## **5. TRANSITION**

### **5.1 Rights and Obligations Upon Termination.**

**(a)** Upon the date of expiration of this Agreement or the date that termination of this Agreement becomes effective (hereafter, the "Termination Date"), AMS shall have no further obligation to perform the Work except for Transition Services (as defined below) and Work provided under this Section 5.

**(b)** Subject to the following sections of this Article 5, within seven (7) days of the Termination Date, AMS shall return to IAOC (without retaining copies) all documentation and other materials provided to it relating to the Work, or, at IAOC's request, destroy all copies of such documentation and materials and certify in writing that such destruction has occurred; and

**(c)** Within thirty (30) days after review and acceptance of an undisputed invoice following the Termination Date (or the last day of any extension described in Section 5.2 below, as appropriate), ISOC shall pay to AMS all AMS fees, reimbursable expenses and approved costs that are due and owing.

### **5.2 AMS Obligation to Assist with Transition.**

**(a)** Upon notice of termination for any reason by either party in accordance with the terms of this Agreement, or in the event IAOC provides notice that it does not intend to renew the Agreement, the AMS shall assist ISOC in the orderly and timely transition of the Work, or a Subset thereof, to IAOC or a successor provider (the "Successor"), consistent with the requirements of this Article 5. Such Transition Services shall continue for a period that ends upon either (i) the effective date for the commencement of work of an agreement between ISOC and any Successor or (ii) a date that is up to six (6) months after the Termination Date. The selection between options (i) and (ii) in the preceding sentence shall be made by ISOC in its sole discretion in writing to AMS, forty-five (45) days prior to the Termination Date. AMS shall have no obligation to perform any such Transition Services after the period specified in this Section has concluded.

**(b)** During any period of Transition Services that extends beyond the date of termination or expiration of this Agreement, AMS shall nonetheless continue to perform Work 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 AMS' overall obligations hereunder materially increases or decreases as a result of the agreement between the parties regarding AMS' performance of such transitional duties, the parties shall mutually agree to a revised Fee Structure which adequately compensates AMS for such additional or reduced scope of work. All other terms and conditions of this Agreement shall continue to apply during AMS' provision of such Work.

**(c)** Any request for Transition Services shall be submitted to AMS in writing on or immediately prior to the Termination Date.

**(d)** ISOC shall pay AMS for the performance of Transition Services in accordance with Section 5.2 of this Agreement.

**(e)** AMS shall cooperate with ISOC in effecting the orderly and timely transition of the Work, to a Successor and agrees to perform the following Transition Services:

- (i)** Provide ISOC with a list or summary, as applicable, of all documentation of operational and procedural practices required for the orderly transition of the Work to a Successor;



- (ii) Provide ISOC with assistance in transferring the Work to the Successor;
- (iii) Provide assistance in transitioning applicable help desk functions;
- (iv) Provide joint project planning to ensure an orderly and timely transition of the Work to a Successor; and
- (v) Consistent with AMS contractual confidentiality obligations to third parties, provide ISOC and/or its designees all information that is reasonably necessary to enable a Successor to provide the Work.

## **6. ADDITIONAL WORK**

### **6.1 Requested by IAD.**

(a) At any time during the term of this Agreement, the IAD may request that AMS perform new or additional work, or modify the Work, including, without limitation, (i) addition of new or different functionality to the Work, (ii) modification, reduction or expansion of existing functionality of the Work, (iii) offering additional support, training, consulting services or any other addition to or modification or expansion of the Work, or (iv) an increase or decrease in any new or additional services or changes previously requested pursuant to this Section 6.1, (collectively, “Additional Work”, including changes, modifications and reductions). The term “Additional Work” shall also include, without limitation, any enhancements referred to below in Section 6.2.

(b) The IAD may, at any time, deliver a proposal to AMS detailing the Additional Work being considered and any requirements to be met. AMS may request further information or clarification to formulate a response or to propose an alternative means of accomplishing the Additional Work.

(c) Within three (3) weeks (or such longer or shorter period mutually agreed to by the Parties) after AMS receipt of the IAD request for Additional Work (or, if later, after AMS receipt of any information or clarification requested by it) AMS shall respond to the request with its written proposal to perform such Additional Work, including Fee Structure, Expenses and Costs.

(d) Upon approval and acceptance of the proposal, the IAD shall notify AMS in writing, and AMS and the IAD shall amend this Agreement with a Work Order to reflect the Additional Work, which shall be prepared and finalized in accordance with the requirements of this Section 6.3. If a proposed amendment is never finalized between the Parties, the requested Additional Work will not become a part of the Work and AMS shall not be authorized to perform such Additional Work and neither ISOC nor the IAOC shall have any obligation to AMS arising from AMS’ performance of the Additional Work.

### **6.2 Proposed by AMS.**

(a) During the term of this Agreement, AMS may propose Additional Work, including, without limitation, enhancements to be developed by AMS arising out of its own research and development, or arising from suggestions from the IETF Community.

(b) AMS will initiate this process by delivering a proposal to the IAD detailing the Additional Work being proposed together with Fee Structure, Expenses and Costs. If the ISOC accepts the proposal for Additional Work, it shall notify AMS in writing, and AMS and the IAD shall amend this Agreement with a Work Order to reflect the Additional Work. The proposed Amendment shall be prepared and finalized in accordance with the requirements of Section 6.1. If a proposed amendment is never finalized between the Parties, the proposed Additional Work will not become a part of the Work and neither ISOC nor the IAOC shall have any obligation to AMS arising from AMS performance of the Additional Work.

**6.3 Amendment relating to Additional Work.** Each proposal for Additional Work submitted by either Party pursuant to this Article 6 shall be specifically identified as being proposed pursuant to this Section 6.3. Each proposed amendment shall set forth in writing at least the following:

(a) Description of the work to be performed by AMS with reference to specific requirements for the Additional Work, if any;

(b) Identification with regard to ownership and other right (e.g., licenses) to the related documentation or other materials created in the course of AMS' performance of such Additional Work;

(c) Delivery schedule for performance and completion of the Additional Work, including milestones and delivery dates, where appropriate;

(d) Completion and acceptance criteria (including testing procedures and quality standards), where appropriate;

(e) Designation of the names of the key personnel of AMS responsible for the Additional Work;

(f) Any changes to the Fee Structure, Expenses and Costs to be charged to the ISOC, and the schedule of effective date(s) for said changes in the fee structure; and

(g) Identification of any impact on Work Standards, as defined herein, including proposed revisions thereto.

## **7. Intellectual Property Rights**

7.1 AMS expressly acknowledges that all Work Product, and all Intellectual Property Rights therein, is and shall be owned exclusively by IETF Trust.

7.2 Without limiting the generality of Section 7.1, the parties agree that all copyrightable aspects of Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), and that IETF Trust is to be the "author" within the meaning of the Act for all purposes. All such Work Product, as well as all copies of such Work Product in whatever medium fixed or embodied, shall be owned exclusively by IETF Trust as of its creation, and AMS hereby expressly disclaims any and all interest in any such Work Product and waives any right of droit morale or similar rights, including but not limited to rights of integrity or the right to be attributed as the creator of the work.

7.3 In the event that any right, title or interest in or to any or all of the Work Product, or any part or element thereof, may not, by operation of law, vest in IETF Trust, or such Intellectual Property may be found as a matter of law not to be "works made for hire" within the meaning of the Act, AMS hereby conveys and irrevocably assigns to IETF Trust, without further consideration, all of AMS' right, title and interest, throughout the world and in perpetuity, in all Work Product and all copies thereof, in whatever medium fixed or embodied, and all Intellectual Property Rights therein, and in all written records, graphics, diagrams, notes, or reports relating thereto in AMS' possession or under AMS' control, including, with respect to any of the foregoing.

7.4 Concurrent with the signing of this Agreement, the IAOC shall cause the IETF Trust to grant to AMS a worldwide, royalty-free, non-exclusive license to reproduce, display, transmit, distribute, exhibit and otherwise use any and all existing RFCs, protocol standards, specifications of experimental protocols and any other information or materials owned by the IETF Trust (collectively, "RFC Materials") and necessary for AMS to perform the Work during the term of this Agreement solely as necessary for AMS

to perform the Work.. Such license shall be granted pursuant to a license agreement in form mutually agreed by AMS and the IETF Trust (the "License Agreement"). It is acknowledged that AMS' obligations under this Agreement are contingent upon IETF Trust's granting of such license to AMS.

7.5 Subject to any circumstances beyond AMS' control, AMS agrees to allow unlimited and free access to all Requests for Comments ("RFCs") generated under this Agreement as instructed by ISOC for the term of this Agreement, provided that any substantial deviation from publication procedures contained in this Agreement or that exist at the date of this Agreement and that would increase ISOC's costs must first be mutually agreed by the parties.

7.6 AMS shall, on a regular basis and at any time requested by ISOC, disclose to ISOC all Work Product generated under this Agreement, and deliver to ISOC, or such third party designated by ISOC, one hard copy and/or one soft copy, in a mutually agreeable standard format and media, of any such Work Product, including data, databases, software applications, etc.

#### **7.7 Work Product.**

(a) As used herein; (i) the term "Work Product" means all intellectual property, materials, software, tools, data, inventions, works of authorship and other innovations of any kind, including, without limitation, any deliverables and other materials used, developed or provided by AMS in connection with this Agreement or any services performed hereunder.

(b) The Parties agree that all right, title and interest in and to the Work Product and all patent, copyright, trade secret and other intellectual property rights ("IPR") shall be owned by the IETF Trust. As of the Effective Date, and in consideration for payments to be made by IAOC to AMS under this Agreement, AMS irrevocably and unconditionally assigns to the IETF Trust (i) all such Work Product; and (ii) ownership of any and all IPR required to use, copy, perform, display, execute, distribute, disassemble, modify, transfer, or sublicense such Work Product. AMS acknowledges the use of the Work Product and the license to IPR provided in the proceeding sentence shall inure to the benefit of the IETF Trust.

(c) ISOC agrees and acknowledge 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 ISOC or IASA shall be owned by AMS, or its third party providers, as applicable. As used in the preceding sentence, third party software includes packaged software applications, computer and networking operating systems, and other software products that were not developed by or significantly adapted by AMS and of which AMS did not own copyright as of a date three months before Effective Date of this Services Agreement or subsequently, provided that no item of Software that would have fallen outside this definition of "third party software" may be brought inside definition by AMS' transfer of such software to a third party after a date three months before the Effective Date of this Services Agreement.

**7.8 Domain Names.** As set forth in the License Agreement, the IETF Trust or its designee will serve as the Registrant, Administrative and Billing Contacts for each of the domain names registered on or behalf of the IETF ("Domain Names"). The IETF Trust may designate AMS as the Technical Contact for any such Domain Names as necessary to perform services pursuant to this Agreement. ISOC acknowledges that as both the Administrative and Registrant contacts for the Domain Names, the IETF Trust shall be the sole entity that can make any changes to the Domain Name registration information, including, but not limited to, any changes to the name servers. AMS shall not be liable for any demands or claims brought by a third party against AMS if the domain names become unavailable to the public as the result of changes or modifications to the registration information concerning the name servers associated with the Domain Names. In addition, ISOC acknowledges that any changes to the registration information by the IETF Trust or its designee can materially affect the provision of Services. Therefore,

AMS shall not be liable to for any breach of this Agreement resulting from the change of registration information by the IETF Trust or its designee.

**7.9 Reservation of Rights.** Except as otherwise expressly provided herein or in the License Agreement, nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each Party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

## **8. Insurance and Indemnification**

8.1 AMS and ISOC agree to maintain adequate liability insurance, such protection being applicable to officers, employees and agents while acting within the scope of their employment.

8.2 ISOC agrees to hold harmless, indemnify and defend AMS, its trustees, officers, employees and agents from all liabilities, demands, damages, expenses (including attorneys' fees) and losses arising out (a) any misrepresentation or breach by ISOC of any representation or warranty made by it under this Agreement, or (b) any breach by ISOC of any covenant or agreement to be performed by it under this Agreement, or (c) third party intellectual property claims alleging infringement by the RFC Materials in the form provided by ISOC to AMS, provided that such indemnification under this subsection (c) shall not apply to the extent such claim arises from AMS' modification of such RFC Materials or combination of such RFC Materials with materials not provided by ISOC, without which modification or combination the alleged infringement would not have occurred. ISOC shall have sole control over the defense and litigation of any such third party intellectual property claims, provided that ISOC shall obtain AMS' written approval before settlement of any dispute arising from this indemnification. AMS shall not unreasonably withhold consent unless the property or assets of AMS would be adversely affected.

8.3 AMS agrees to hold harmless, indemnify and defend ISOC, its trustees, officers, employees and agents from all liabilities, demands, damage, expenses (including attorneys' fees) and losses arising out of (a) any misrepresentation or breach by AMS of any representation or warranty made by it under this Agreement, or (b) any breach by AMS of any covenant or agreement to be performed by it under this Agreement, or (c) any claims brought by employees, students, faculty, contractors or agents of AMS in connection with their employment or engagement in the Work, their compensation or benefits, or the termination of their employment. AMS shall have sole control over the defense and litigation of any such third party intellectual property claims, provided that AMS shall obtain ISOC's written approval before settlement of any dispute arising from this indemnification. ISOC shall not unreasonably withhold consent unless the property or assets of ISOC would be adversely affected.

## **9. Limited Warranty.**

### **9.1 Limited Warranty.**

(a) AMS hereby represents and warrants to ISOC that (i) the Work will be performed in a professional, workmanlike manner in accordance with Exhibits A and B, and (ii) the AMS performance of services, except to the extent such performances consist of the use of distribution of Licensed Materials, as that term is defined in the License Agreement, AMS will not infringe or misappropriate any intellectual property rights of any person other than a Party.

(b) In the event of a breach of the warranty set forth in this Section 9.1, the Parties agree that AMS' sole and exclusive obligation and ISOC's sole and exclusive remedy shall be AMS' use of commercially reasonable efforts, at its sole expense, to modify or correct the Work. If such correction is not made to bring the Work into compliance with the specifications set forth in Exhibit A within forty-

five (45) days after notification of any deficiency by IASA to AMS, IAOC shall have the right to terminate this Agreement upon written notice to AMS.

**9.2 No Other Warranties.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR ANY EXHIBIT HERETO, NEITHER AMS NOR ISOC NOR IAOC 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, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## **10. LIMITATION OF LIABILITY**

**10.1 General Limitation.** Neither Party's aggregate liability to the other for any software, information or other materials provided by IETF or ISOC to AMS, for damages in connection with this Agreement and the Work, or any Work Product provided pursuant to this Agreement, regardless of the form of action giving rise to such liability (under any theory, whether in contract, tort, statutory or otherwise) shall exceed the aggregate fees paid by ISOC to AMS pursuant to this Agreement for the immediately preceding three (3) month period. In addition, AMS' aggregate liability shall be further reduced by any damages recovered by the IETF Trust from AMS pursuant to the License Agreement.

### **10.2 Limitation on Other Damages.**

(a) To the extent permitted by applicable law, and notwithstanding anything in this Agreement to the contrary or any failure of essential purpose of any limited remedy or limitation of liability, neither Party shall be liable to the other for any indirect, exemplary, special, consequential or incidental damages of any kind, or for any damages resulting from loss or interruption of business (except to the extent that such business interruption is caused by reason of a claim of infringement of IPRs, as provided in Section 8.4 herein), lost data or lost profits, arising out of or relating to this Agreement or the subject matter hereof, however caused.

(b) AMS shall not be held liable for the prior acts, services or work performed by the University of Southern California.

(c) ISOC assumes no liability to AMS for prior acts, services, work performed or debts, unless such debts are accepted by ISOC in writing, for debts incurred by the University of Southern California.

(d) Except for claims arising under Sections 8 or 11 herein, AMS' aggregate liability under this Agreement shall in no event exceed the aggregate amount of monthly fees payable by ISOC to AMS in the three (3) months immediately preceding the month in which any claim covered hereby arises, or if such claim arises after the end of the Initial Term (or if a Renewal Term has occurred, any Renewal Term) then the aggregate monthly fees paid by ISOC to AMS during the last three (3) months preceding the Termination Date.

**10.3 Limitations.** The limitations set forth in section 10 do not apply to (a) any damages arising from gross negligence or willful misconduct, (b) any damages payable to a third party pursuant to an indemnification claim under section 8.

**10.4 Acknowledgment.** Each Party acknowledges that the limitations of liability contained in sections 10.1 and 10.2 of this Article are a fundamental part of the basis of such Party's bargain hereunder, and such Party would not enter into this Agreement absent such limitations.

## 11. CONFIDENTIALITY

**11.1 IETF-related Information.** The Parties acknowledge that dissemination of IETF-related information by IETF via the Internet is normal in the course of business and, as necessary to perform the Work, may be disseminated without the express written approval of the other Party. Questions arising regarding the same shall be directed to the IAD for resolution.

### 11.2 Confidential Information.

(a) Subject to the above, each Party acknowledges that they may be furnished with, receive, or otherwise have access to Confidential Information of the other Party. "Confidential Information" of a Party means information, ideas, materials or other subject matter of such Party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that they are confidential or proprietary.

(b) Confidential Information includes, without limitation, all personnel, customer contracts and financial information or materials disclosed or otherwise provided by such Party ("Disclosing Party") to the other Party ("Receiving Party").

(c) 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

### 11.3 Restrictions on Use.

(a) The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein.

(b) The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder.

(c) The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees of AMS who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information.

(d) The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information, but no less than reasonable care under the circumstances.

### 11.4 Exclusions.

(a) Notwithstanding the foregoing, nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party at the Disclosing Party's expense) to contest, minimize or condition of the disclosure (including through application for a protective order).

(b) Further, each Party may disclose the terms and conditions of this Agreement: (i) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the fullest extent permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, banks, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.

### **11.5 Equitable Relief.**

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

(b) Accordingly, each Party (as Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of interim injunctive relief, without bond, to enjoin any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

**11.6 Return of Materials.** Upon termination of this Agreement, each Party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed. Nothing in this Section 11.6 shall limit any rights provided to ISOC or the IETF Trust pursuant to Section 7 of this Agreement.

## **12. General.**

### **12.1 Integration, Severability and Order of Precedence.**

(a) **Integration.** This Agreement, including all Exhibits attached to this Agreement each of which is incorporated herein in their entirety by this reference, and all agreements referred to herein, including the License Agreement, contains the final, complete and exclusive agreement between the Parties relating to the subject matter of such Agreement, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. Notwithstanding the foregoing, it is understood by the Parties that said Exhibits and this Agreement may be amended, but only by mutual written agreement of the Parties.

(b) **Severability and Invalidity.** If any one or more of the provisions contained in this Services Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall use their reasonable efforts, including the amendment of this Services Agreement, to ensure that this Services Agreement shall reflect as closely as possible the intent of the Parties on the date on which this Service Agreement was entered into by the Parties.

(c) **Order of Precedence.**

Except as specifically provided otherwise in this Agreement, in the event of any conflict between this Agreement and the Exhibits hereto the following order of precedence is provided:

1. This Agreement

2. Exhibit A (Statement of Work) and Appendices in order listed
3. Exhibit B (Work Standards)
4. Exhibit C (Budget)

## **12.2 Dispute Resolution.**

**(a) Internal Dispute Resolution.** Except in circumstances where the time required for application of this dispute resolution procedure would cause irreparable harm, any claim, controversy or dispute (together, "Dispute") arising out of or relating to this Agreement, which cannot otherwise be resolved after a written "Notice of Dispute" to the other Party and good faith negotiations by the Parties at the operational level within forty-five (45) days, shall be handled in the following manner:

**(b)** The dispute shall thereafter be referred in writing jointly (the "Joint Referral") to an AMS Principal, and the IAD, acting as the IETF representative, stating the nature of the dispute, the matters in contention and the position of each Party. These persons shall attempt to resolve the dispute within fifteen (15) Business days of receipt of the written Joint Referral to these representatives.

**(c)** If the representatives are unable to resolve the dispute within such time period, the dispute shall be submitted in writing to an AMS Principal and the IAOC Chair. These executive officers shall attempt to resolve the dispute within fifteen (15) business days of such submission.

**(d)** If the matter has not been resolved under the above procedure within thirty (30) business days of the Joint Referral procedure, any Party wishing to further pursue the matter may commence binding arbitration as provided in Section 12.2 (e).

### **(e) Arbitration.**

- (1) Any dispute arising out of or related to this Agreement, which cannot be resolved by the process set forth above, shall be settled by binding arbitration in the Commonwealth of Virginia before a single arbitrator.
- (2) The arbitration shall be conducted pursuant to the American Arbitration Association's ("AAA") Commercial Arbitration Rules.
- (3) Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the Party against which the award was rendered.
- (4) The Parties shall first attempt to identify a mutually acceptable arbitrator. However, if the Parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all of the Parties to the dispute, then the rules of the AAA Commercial Arbitration Rules, Appointment of the Mediator shall be followed.
- (5) The arbitrator's fees shall be deposited equally by the Parties, but may be awarded by the arbitrator as provided in the AAA Commercial Arbitration rules. However, under no circumstances shall any Party to this Agreement be responsible for the payment of any administrative fees to the AAA in connection with this arbitration agreement.



(f) **Interim Relief.** Notwithstanding the foregoing Section 12.2(e), in the event that either Party reasonably believes that it requires the entry of a temporary restraining order or preliminary injunction to preserve its rights during the pendency of, and in aid of, dispute resolution process provided for in Section 12.2(a) or the arbitration process provided for in Section 12.2(e), then the Party seeking such temporary restraining order or preliminary injunction shall file suit in the circuit court of Fairfax County, Virginia or in the United States District Court for the Eastern District of Virginia in Alexandria, Virginia. Each Party consents to the jurisdiction of either court over it and over an action arising from or relating to this Agreement, and waives any objection to either court as the proper venue for any such action.

**12.3 Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties.

#### **12.4 Modification and Waiver.**

(a) No amendment or modification to this Agreement shall be valid or binding upon the Parties unless in writing and signed by each Party.

(b) No failure or delay on the part of either Party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

#### **12.5 Non-Assignable.**

(a) No right or obligation of either Party under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of the other Party, and any attempt to assign, delegate or otherwise transfer any rights or obligations hereunder without such consent shall be void.

(b) Notwithstanding the above, either Party may assign this Agreement including to a successor in a merger and acquisition, with the other Party's prior written consent, which consent may not be unreasonably denied or delayed. No consent shall be required for the assignment of this Agreement to (i) an entity which acquires all or substantially all of the assets of the assigning party, and fully assumes the liabilities of the transferor hereunder to the reasonable satisfaction of the non-assigning party, or (ii) any affiliate, in which event the assignor shall remain liable as a guarantor of the assignee/affiliate's performance of such Party's obligations hereunder. This Agreement shall bind each Party and its permitted successors and assigns.

(c) Notwithstanding the foregoing, this section does not supersede section 10 (g) of Exhibit F.

#### **12.6 Remedies.**

(a) All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.

(b) If any legal action including any arbitration is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

## **12.7 Notices.**

(a) Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax) or manually signed document sent as an attachment to an electronic mail message, delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth after the signatures of this Agreement or to such other address as shall be given in accordance with this Section 12.7.

(b) If notice is given in person, by courier, by fax, or by electronic mail, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

**12.8 Force Majeure.** Each Party shall be excused from performance under this Agreement for any period to the extent that a Party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; provided, however, that if AMS is the non-performing Party, it (i) gives IAOC prompt notice of such circumstance of cause, and (ii) uses commercially reasonable efforts to correct such delay in performance. Notwithstanding the foregoing, if such circumstance or cause results in delay in performance of more than thirty (30) days, IAOC shall have the right to cancel all outstanding Work without penalty upon written notice; provided, however, that all amounts owed to AMS under this Agreement and any exhibit hereto are paid in full by the ISOC. Nothing in this Section 12.8 shall excuse the non-payment of fees to AMS by the ISOC pursuant to Article 2.

**12.9 Construction.** The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

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

## **12.11 Relationship of Parties.**

(a) AMS shall be entitled to rely on any and all instructions and/or directions from IASA or at IASA's direction, the IAD.

(b) This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors.

(c) Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

(d) Time shall be of the essence with respect to all obligations hereunder including, without limitation.

In Witness Whereof, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE:

INTERNET SOCIETY, A NON-PROFIT  
CORPORATION ORGANIZED UNDER THE LAWS OF  
THE DISTRICT OF COLUMBIA

ASSOCIATION MANAGEMENT SOLUTIONS, LLC

BY:

  
GREGORY M. KAPFER, CFO

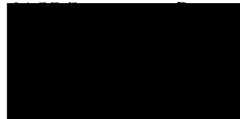
BY:

  
KAREN MORELAND, PRINCIPAL

ADDRESS:



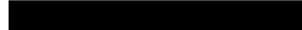
ADDRESS:



E-MAIL ADDRESS:



E-MAIL ADDRESS:



## **Exhibits**

A STATEMENT OF WORK  
APPENDIX 1: RFC EDITOR TOOLS

B WORK STANDARDS  
C BUDGET

EXHIBIT A:  
RFC PRODUCTION CENTER STATEMENT OF WORK

This Statement of Work describes tasks to be performed by the RFC Production Center (RPC).

The RPC is one of the distinct components of the RFC Editor. The primary responsibility for the RPC is to edit the text, and once the new tools and procedures are in place review the final XML markup of approved Internet Drafts to a consistently high level of quality as described by the RFC Style Guide and appropriate formatting guides for the approved publication formats. The RFC Series Editor (RSE) provides both strategic and operational guidance to the RPC. Further detail on RPC responsibilities may be found in RFC 6635.

As described in RFC 4844, RFCs are documents generated by one of the four streams:

- (i) The Internet Engineering Task Force (IETF),
- (ii) The Internet Research Task Force (IRTF),
- (iii) The Internet Architecture Board (IAB), and
- (iv) Independent Submissions.

The IETF, IRTF and IAB streams are managed by the Internet Engineering Steering Group (IESG), the Internet Research Steering Group (IRSG), and the IAB respectively. The Independent Submissions stream is managed by the Independent Submissions Editor (ISE).

Where reference is made to individuals or roles that may authorize certain actions, these individuals or roles will be identified from time to time by the IAB, IESG, IRSG, and ISE for their respective streams.

## 1. Edit Internet Drafts

The following tasks apply to all documents from any of the streams.

### 1.1. Editing

- 1.1.1. The RPC shall edit in accordance with the versions of RFC Style Guide and various publication format guides current at the time of editing. This includes the review and edit the document for formal *grammar, spelling, formatting, alignment with boilerplate, document structure, readability, etc.* The editing process should strive to maintain both consistency of style with previously published RFCs and a high level of quality according to current editorial standards.
- 1.1.2. Maintain a tracking system for edits, and ensure that changes are signed off by all authors except when the need for sign-off is waived by an authorized representative of the relevant stream and approved by the RSE. Also ensure that that any technical changes are approved by an authorized representative of the relevant stream.
- 1.1.3. In rare cases and at the request of the stream manager, the RSE may direct the RPC to process all or parts of the document without any change to its editorial style or substantive content.

### 1.2. Editing markup

- 1.2.1. For documents submitted in a format as described by <draft-flanagan-rfc-framework> or its successors, run submitted XML files through the validators and converters supplied by the IETF Tools Team to validate the XML and produce the final published XML document. If a document does not pass validation checks, it must move to a non-RPC controlled state

(see A.2.1.3.). Files submitted as plain text will be converted to NROFF for ease of editing until the XML v3 tools are available, at which time the RPC will convert the text to XML.

1.2.2. XML which is valid but which does not match best practice, as currently referenced in <draft-hoffman-xml2rfc> or its successors, will be updated by the RPC.

1.2.3. Review the visual output of the publication formatting tool for obvious errors. If errors are found, move the document to a non-RPC controlled state and submit a bug report. The RPC will work with the authors, any support vendors, and the Tools team to determine appropriate next steps. The RPC should not manually edit the outputs of the formatting tool.

1.2.4. For documents submitted as NROFF or an earlier XML format than is described in <draft-hoffman-xml2rfc>, edit the content and markup as needed to produce an RFC that matches existing output. Note that NROFF will be deprecated when the format changes described by <draft-flanagan-rfc-framework> or its successors are fully implemented.

### 1.3. Validation of references

Ensure that references within specifications are available and that referenced documents are described and cited as per the RFC Style Guide. For standards track documents in the IETF stream, specific rules on the suitability and availability of references apply, as documented in RFC 2026 and successors, as interpreted by the IESG. Editing of documents may be delayed waiting for normative references to become available.

### 1.4. Validation of formal languages

The RPC should validate the syntax of sections of documents containing formal languages. In particular MIB modules, YANG, ABNF, and XML code components should be verified using one or more tools as approved by the RSE. The RSE will consult with the IAD and tools developers in the Internet community in a reasonable effort to ensure that such tools are obtained, tested, adapted, extended, and maintained to meet the needs of the RPC.

### 1.5. Insertion of Parameter Values

Review documents for actions required by organizations maintaining registries of protocol parameters (such as the IANA), work with these organizations to populate protocol parameters into documents, and update appropriate related text when required prior to publication.

### 1.6. Pre-Publication Corrections

Incorporate changes upon request of the relevant individuals (e.g., authors, Area Directors, stream managers). Any changes that are beyond editorial will be sent to the stream manager for approval.

### 1.7. Document Format Conversions

1.7.1. Follow the guidance provided in the RFC Series Format Requirements and Future Development document (RFC 6949) and subsequent communications from the RSE regarding what document formats may be accepted and published.

1.7.2. Accept files that may contain information such as: code, formal descriptions (XML, ABNF, etc.), graphics, data files, etc. as specified by the RSE.

### 1.8. Language Translation

Documents are published only in English.

- 1.9. Exception Handling
  - Permit documents being processed for publication to be withdrawn or put on hold where the stream-dependent process permits.
- 1.10. Expedited Handling
  - On instructions from, and with priorities set by, the RSE, expedite the processing of specific documents within a given document stream at the request of the appropriate stream manager.
- 1.11. Process and Document Evolution
  - At the direction of the RSE:
    - 1.11.1. Participate in the discussions of *author guidelines and publication process changes*.
    - 1.11.2. Participate in and support process experiments and prototyping efforts proposed by the community involving the technical publication process that may improve the processes associated with the RFC Series. Depending on the size of the project, additional resources may be required.
2. Documents forwarded to RFC Publisher
  - 2.1. The RPC will edit the documents from all streams consistent with the RFC Style Guide, the RFC Series, and the intent of the Authors. Upon completion, the RPC will assign appropriate metadata, send a notice to the community, and then deposit the final documents with the RFC Publisher for archiving and public access, as described in <draft-iab-preservation> or its successors. Once the document is solidified and the tools are available, RPC will cryptographically sign the documents.
  - 2.2. Additionally, the RPC will forward records of all interaction and edits relative to the document, including dialogue with the document authors and stream representatives, to the RFC Publisher for archiving.
3. Accountability
  - The RPC is responsible to the RSE as regards to RFC Series consistency, conformance with the Statement of Work and the Style Guide.
4. Pre-Approval Editorial Review (Optional)
  - The RPC should be capable of performing an editorial review of stable Internet-Drafts upon request by a stream representative. Such review should take place early enough to allow any proposed changes to be reviewed within the technical review process. This is an optional service that may or may not be requested. This option should be priced separately. For the IETF standards process stream this review is expected to be performed before WG Last Call to provide feedback to the authors to improve quality of the documents.
5. Communication of relevant RPC processing information online
  - The RPC shall keep the information on the RFC Editor website current and provide the following information:
    - 5.1. Processing status of all submitted documents

## 5.2. Editing Statistics and Status Reports

5.2.1. Provide monthly reports reflecting service level compliance data for RPC-controlled states. See Work Standards.

5.2.2. Provide monthly statistics on median queue times, counts and pages of documents published, editing processing time, and RPC total processing time (defined in Work Standards), in the aggregate and also sorted by document stream. The presentation should provide a historical context to identify trends.

5.2.3. The RPC will, upon request, provide status reports to IETF meetings to apprise the community of its work and the performance of the RPC.

## 6. Community liaison and training

### 6.1. Tutorial and Help Services

6.1.1. Provide and maintain documentation giving guidance to authors on the layout, structure, and style required to develop documents suitable for publication.

6.1.2. Provide tutorials to prospective RFC authors to educate authors on the processes and expectations of the RPC.

6.1.3. Provide a contact e-mail address and correspond as required to progress the publication work, and address queries from the Internet community.

6.1.4. Provide a help desk at IETF meetings.

6.2. Response to general questions directed to [rfc-editor@rfc-editor.org](mailto:rfc-editor@rfc-editor.org), coordinating as necessary with the RFC Publisher and RSE.

## 7. Coordination Responsibility

The RPC will interact with the RSE, IANA, authors, and representatives of the different streams, and others in the proper performance of its responsibilities. It will be responsible for managing those relationships, including the establishment of due dates, follow-up notices, and escalation to maintain the publication process in a timely fashion.

## 8. Collaboration

The RPC shall work with the appropriate parties to make sure its document tracking system remains properly integrated through all enhancements with the RFC Publisher, the IETF Secretariat, and the IANA tracking systems and others as directed by the RSE.

## 9. Liaison and Communication Support

9.1. The RPC will, when requested, participate in coordination telechats, and face-to-face meetings, with other RFC stream representatives, the RFC Publisher, the IAD, and others as appropriate.

9.2. The RPC will, when requested, make regular reports at IETF meetings, online, in writing, in person, or some combination thereof.

### 9.3. The RFC Style Guide

9.3.1. The RPC shall assist the RSE in the preparation and ongoing upkeep of an RFC Style Guide, which shall describe with clarity the grammar, style, usage, typography, punctuation,



and spelling to hone clear, concise technical prose, and so on, for the drafting and editing of RFCs. It will be published on the RFC Publisher web site.

9.3.2. The RPC shall advise the RSE of any concerns or issues that may arise in the application of the Style Guide.

## 10. Specific Deliverables

In addition to the foregoing functions and tasks there are specific deliverables:

10.1. The RPC Procedures Manual: The RPC shall prepare and maintain a Procedures Manual describing with clear detail each task performed in the provision of RPC services.

10.2. System Documentation: The RPC will document the systems supporting the RFC editing process.

10.3. RFC Editor website: The RPC will maintain the content of the RFC Editor website.

### 10.4. Information Systems and Tools Development

10.4.1. Tools development includes systems development in direct support of the RPC, enhancements and applications providing for 3rd party interaction and shall be undertaken with goals of:

10.4.1.1. Improving performance of staff,

10.4.1.2. Enhancing participation of necessary third parties, e.g., authors,

10.4.1.3. Enhancing interaction with the streams, RSE, RFC Publisher, authors, and IANA,

10.4.1.4. Enhancing portability during a future transition, if any, and

10.4.1.5. Adding services required by this SOW.

10.4.2. All non-proprietary tools shall be licensed in accordance with current IETF Trust policy.

10.4.3. Proprietary tools shall not be used without the written authorization of the IAD obtained at the request of the RSE.

### 10.5. Innovations

10.5.1. The RPC, under the guidance of the RSE, will continually examine its system administration for possible improvements, experiment with feasible and useful ones, and adopt those that succeed. The RPC should consider innovations to improve efficiency, improve coordination and transparency, and improve quality. The RPC will review all proposed changes with the RSE for approval and report out to the streams on the implementation and result of those changes.

10.5.2. The RPC will attempt steady progress on their proposed innovations and shall report progress thereon three times a year, before each IETF meeting, and provide such additional reports and reviews as directed by the RSE.

### 10.6. Legal verification

The RPC will respond, with direction from the IAOC or its designee, to subpoena requests verifying the publication process and specific document status.

#### **APPENDIX 1: RFC EDITOR TOOLS**

The tools include:

- Work Flow application (document management tool, an internal web application)
- various scripts for queue statistics (includes draftstat)
- various scripts for publication/announcement process
- errata system (public side and verification side)
  
- External/Public Tools
  - xml2rfc  
<http://xml.resource.org>
  
  - xml2rfc validator  
<http://rtg.ietf.org/~fenner/ietf/xml2rfc-valid/>
  
  - rfcdiff  
<http://tools.ietf.org/tools/rfcdiff/rfcdiff.pyht>
  
  - ABNF Parser  
<http://tools.ietf.org/tools/bap/abnf.cgi>
  
  - ABNF extractor  
<http://tools.ietf.org/abnf/>
  
  - Online rfc-what-i-mean processor  
<http://www.isi.edu/touch/tools/>
  
  - xmlLint to check XML
  - SMICng to check MIBs (local copy)
  
- various scripts for editorial checks

AUTH48post  
ckText  
dotblank  
dupewords  
fix.pl  
htmlwdiff  
make-rfc  
maketocbv  
matchref  
printable  
rfcstrip  
tab8  
tkdiff

wdiff  
urltest.pl

## EXHIBIT B: Work Standards

### A.1. INTRODUCTION

A.1.1. Vendor will provide the services set forth in the SOW in accordance with the service levels set forth herein (“Service Levels”). In the event that vendor does not meet the defined Service Levels, the Internet Society shall be entitled to exercise the provisions of the Master Agreement.

A.1.2. The applicable Service Levels are set forth below

### A.2. Document Processing Service Levels

#### A.2.1. Edit Processing

A.2.1.1. A document is “received” by the RPC on the date of the receipt of a request to publish by each of the respective streams (Receipt Date).

A.2.1.2. A document is “published” on the date the RFC is made available on the RFC Editor website and the RFC announcement is sent (Publication Date).

A.2.1.3. A document is in an “RPC-controlled state” when the work of the RPC is not being delayed by the actions of a third party. RPC operations that are blocked by a third party are in a non-RPC controlled state.

#### A.2.2. Processing Times

A.2.2.1. Processing times per document are from Receipt Date to Publication Date in total business days.

A.2.2.2. While the overall goal for document publication is 30 business days (6 weeks) from Receipt Date to Publication Date, the times measured in the defined Service Levels are times in RPC-controlled state. Performance against the defined Service Levels shall be reported on a quarterly basis and shall be averaged for the final report of the year.

A.2.2.3. The ready-to-publish documents shall have a RPC processing time (RPC-controlled states only) guided by the rate and quantity of documents and pages submitted.

(i) When there is a normal amount of input, the SLA is 67% of documents published within the period have an RFC Editor controlled time that adds up to six weeks or fewer. (Where 'normal' is defined as less than 1950 Pages Gone to EDIT (PGTE). The EDIT state is defined in RFC6359 and <http://www.rfc-editor.org/pubprocess.html>.)

(ii) When there is a moderate burst in the amount of input, then the SLA shifts to 50% of documents published within the period have an RFC Editor controlled time that adds up to 12 weeks or fewer within the given quarter or the subsequent quarter. (Where a 'moderate' burst is defined as 1950 - 3072 (inclusive) Pages gone to EDIT (PGTE).)

(iii) When there is a large burst in the amount of input, then the SLA must be discussed and re-evaluated. (Where 'large' burst is defined as greater than 3072 Pages gone to EDIT (PGTE).)

A.2.2.4. The RPC shall interact with third parties to promote an efficient and timely publication

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process, using escalation methods when appropriate.

A.2.2.5. The RPC shall commit to continuous process improvement leading to the reduction of outliers in RPC and *publication processing times*.

A.2.2.6. There shall be no long-term growth trend in the length of the publication queue. The RSE, IAD, and the RPC shall review growth trends in the queue to determine causality and whether, among other things, adjustments in expectations and/or resources may be required.

### A2.3. Document Style and Quality

A.2.3.1. *Document style shall be in accordance with the RFC Style Guide and appropriate format documentation (see draft-flanagan-rfc-framework or its successors)*. Questions concerning style shall be directed to the RSE. The RSE may review and comment on documents at the same time that authors review the ready-to-publish result of RPC processing.

A.2.3.2. The RPC may raise concerns about document quality from a stream with the stream manager and the RSE.

A.2.3.3. The RPC may discuss *the level of effort necessary to process a stream's output* with the stream's manager, the RSE and the IAOC.

**EXHIBIT C: BUDGET**

