



Statement of Work #6

This Statement of Work #6 ("**SOW**") is entered into effective as of this 1st day of January, 2023 (the "**Effective Date**") by and between PANTHEON.tech s.r.o. ("**Developer**") and IETF Administration LLC ("**IETF LLC**"). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 6 March, 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: Developer agrees to provide software support services described below (collectively, the "**Services**") to IETF LLC.

Yang Catalog Support Services:

Developer agrees to provide support for operating the YangCatalog.org web site services as further described in the Yang Catalog Maintenance section of the August 30, 2019 RFP available at

https://www.ietf.org/media/documents/IETF_Tools_Support_RFP.docx.pdf ("**RFP**").

These Services include:

- *Yangcatalog Maintenance Work*
 - answering all emails sent to yangcatalog-info@yangcatalog.org;
 - performing mail list administration for yangcatalog-info@yangcatalog.org;
 - ensuring that the databases and the metadata are consistent, available and with their integrity preserved;
 - acting as a technical point of contact for all metadata for YANG modules;
 - applying upgrades to all the tools used by the YangCatalog.org, including pyang, confd, yanglint, and yangdump-pro;
 - fixing yangcatalog github open issues, as populated by the community, following priorities set in coordination with IETF LLC;
 - writing integration and unit tests

To facilitate this SOW, Developer will provide a Project Development Team, which has the skills, experience and knowledge of the Yangcatalog project.

- Lead Development Person ("**LDP**"). The LDP will be responsible for ensuring the collaboration of development teams to deliver cross-component relationships and functionality and offer expertise and guidance when needed.
- Development Person ("**DP**"). Working with the LDP, the DP is responsible for developing individual or multiple components, resolving bugs/issues, updating the documentation and maintaining the overall smooth functionality of the Yangcatalog project.
- Project Manager ("**PM**"). The PM will interface with IETF LLC , coordinating all resources, mapping to the overall project plan, milestones and outcomes.

The DP or LDP or both may be required to attend at least one IETF hackathon per year at IETF LLC's request. The details about the location of the hackathon are to be defined by the IETF LLC later.

Support Services:

Developer further agrees that the Services include any related support services by Developer Key personnel who will be available to IETF LLC designees through phone, XMPP and email during business days. Urgent support request will be addressed within 1 day and routine support request will be addressed within 3 days.

Developer agrees to provide these support Services to IETF LLC at no additional cost. To the extent Developer finds IETF LLC's support requests exceed reasonable expectations, Developer and IETF LLC designees shall work together in good faith to determine an appropriate remedy.

2. Acceptance. When applicable, Developer will promptly provide IETF LLC with the most recent version of a deliverable upon completion. IETF LLC will test and evaluate the deliverable to determine whether it conforms to the agreed upon specifications and requirements and will provide within 45 (forty-five) days a written notice to Developer of its acceptance or of the deliverable's nonconformity specifying why and how the deliverable is not acceptable to IETF LLC. If Developer receives a notice of a nonconformity from IETF LLC, it will promptly and at no expense IETF LLC remedy the error or deficiency to ensure that the deliverable does conform to the applicable description and criteria and submit a revised deliverable to IETF LLC. IETF LLC will conduct such further tests and evaluations on the deliverable as it deems necessary and either accept or reject deliverable. If the deliverable is not accepted, Developer will at its own expense take whatever steps are required to ensure that the deliverable is acceptable to IETF LLC. If IETF LLC fails to provide any notice regarding acceptance/non-conformity to the Developer within 45 (forty-five) days from receipt of deliverables, such deliverables will be deemed accepted by IETF LLC. If Developer fails to remedy the error or deficiency within 45 (forty-five) days of initial receipt of a notice of nonconformity from IETF LLC, IETF LLC may terminate this SOW immediately upon notice to Developer and shall not be responsible for the payment to Developer of any fees related to the development of the Work Product for which the error or deficiency was identified by IETF LLC. IETF LLC may offset any final invoice (or demand reimbursement, as applicable) for any amounts already paid associated with the development of such Work Product.

3. Management. Developer's primary technical contact at the IETF LLC for this SOW will be the Tools Team Project Manager ("**Primary Technical Contact**"). Primary Technical Contact will be generally responsible for overseeing Developer's performance under this SOW and providing related instructions and feedback to the Developer.

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 Primary Technical Contact to Contractor shall supersede the content of RFCs and control for purposes of Contractor's performance of the Services under this SOW.

While Developer will work with the Primary Technical 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 Developer. In the event of a conflict between the direction received from Primary Technical Contact and the IETF Executive Director, Developer 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.

During the term of this SOW, Developer shall keep IETF Executive Director, and Primary Technical Contact informed of the status of the development and Services. Notwithstanding the foregoing, Developer is solely responsible for fulfilling its obligations under this SOW, and the IETF LLC designees will not be responsible for completing any work hereunder or for checking, debugging or validating Developer's work.

4. Practices. During both design and coding work, an easily accessible version repository must be used to commit consistent increments of design documents, configurations and working code. Acceptable repository/access methods are git/github or comparable technology. Developer will use the repository at <https://github.com/YangCatalog> unless otherwise authorized by IETF LLC.

Developer agrees to write automated tests for the new code (including in Javascript, where applicable).


During both design and coding work, an easily accessible issue tracking system that integrates with the source repository shall be made available. Developer will use the issue tracker at <http://trac.tools.ietf.org/tools/ietfdb/> unless otherwise authorized by IETF LLC.

Developer agrees to comply with all applicable IETF LLC policies in performance of the Services.

5. Key Personnel. To the extent any of the Developer staff identified as “**Key Personnel**” in this SOW terminate his or her employment with Developer, either voluntarily or involuntarily, Developer will notify IETF LLC and consult with IETF LLC on a suitable replacement with equal or greater qualifications. Developer 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 Developer may in its sole discretion employ their staff as “employees-at-will” and may terminate their employment for any lawful reason. The following individuals are Key Personnel for purposes of the Services described in this SOW:

Slavomír Mazúr, **DP**
Miroslav Kováč, **LDP**

6. Fees:

Fixed Fees: In consideration for the work to be delivered by Developer, IETF LLC agrees to pay Developer a monthly fee of 

Developer shall invoice IETF LLC on a monthly basis. The Agreement and IETF policies shall dictate the terms of payment for the Services and reimbursement for expenses.

To the extent IETF LLC and Developer wish to change the scope of the Services, the parties will agree in advance to such changes in scope and any additional fees payable for such Services, if applicable.

Expenses: The fees described above do not include expense reimbursement for any travel or dedicated equipment purchases. Developer will obtain IETF LLC's Executive Director's prior approval and comply with IETF LLC's Travel and Expense Reimbursement Policy for any expenses it wishes to seek reimbursement related to the Services.

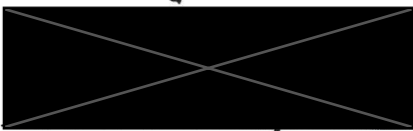
The parties have agreed that IETF LLC will reimburse Developer for following expenses related to the Services, subject to the parties compliance with the IETF LLC's Travel and Expense Reimbursement Policy:

- Developer requires a dedicated staging server / VM in its premises in order to test before installing. IETF LLC will reimburse costs actually incurred by Developer for the staging server / VM.
- IETF LLC will reimburse Developer for all agreed cloud charges incurred.
- The cost for travel, accommodation, meals, time spent, etc. for attending the hackathon, will be reimbursed in accordance with the IETF LLC's Travel and Expense Reimbursement Policy.

7. Term: This SOW shall be effective as of January 1, 2023 and shall remain in effect through December 31, 2023, after which IETF LLC and Developer 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.

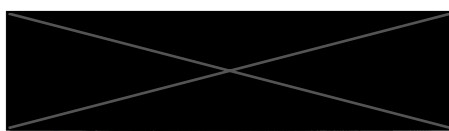
All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

IETF Administration LLC



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