



I E T F®

DEVELOPER SERVICES AGREEMENT

THIS DEVELOPER SERVICES AGREEMENT (this “Agreement”) is made effective as of the 1st day of January, 2020 (the “Effective Date”) by and between IETF Administration LLC, a Delaware limited liability company (“IETF LLC”) and Painless Security LLC, a Massachusetts limited liability company (the “Developer”).

1. Services.

A. Scope. Developer shall provide to IETF LLC the software development and other services described in any Statement of Work(s) (“SOW(s)”) executed by the parties or as otherwise mutually agreed by the parties in writing (collectively, the “Services”).

B. Performance. Developer will perform the Services in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable work, will use best current practice for software development, and Developer will adhere to the instructions and practices described in “Instructions for IETF Software Development Contractors” located at <https://trac.tools.ietf.org/tools/ietfdb/wiki/ContractorInstructions?version=25>.

C. Policies. Developer will comply with the policies that IETF LLC provides to Developer (as may be updated from time to time upon written notice to Developer. Developer will provide and review IETF LLC’s policies with all Developer personnel providing the Services and will be responsible for the compliance by such Developer personnel with such policies to the extent applicable to the relevant activities conducted by such Developer personnel.

2. Independent Developer. Developer’s relationship with IETF LLC will be that of an independent contractor and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Consistent with broad direction set by IETF LLC, Developer will determine what actions are required to perform the Services and to achieve the relevant objectives. Developer will provide its own equipment (e.g., laptop and phone, and related services) and set its own hours. Developer may engage on other projects during the term of this Agreement, provided such work does not present a conflict of interest, result in disclosure of CI or otherwise interfere with Developer’s ability to complete the Services under this Agreement in a satisfactory manner. Developer shall not be provided any training by IETF LLC and is expected to have all the expertise necessary to carry out the Services. Developer 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 IETF LLC, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. To the extent IETF LLC consents, Developer shall be fully responsible for each such Subcontractor’s compliance with the terms of this Agreement, and Developer shall be liable, without limitation, for all actions and omissions of such Subcontractors in their performance or failure to perform as required hereunder. Developer shall be responsible for all taxes and other costs and expenses attributable to the compensation payable to, and the Services provided by, Developer under this Agreement.

3. Term & Termination. The initial term of this Agreement will begin on January 1, 2020 and end on December 31, 2020, 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. IETF LLC may terminate this Agreement or any SOW at any time and for any reason with 30 days' prior written notice to Developer. 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, Developer agrees to cooperate in good faith with IETF LLC to wind down and transition any work in progress and IETF LLC will pay Developer any fees, reimbursable expenses and approved costs that are due and owing within 30 days after IETF LLC's review and acceptance of an undisputed invoice following the effective date of termination. The provisions of Sections 5, 6, 7, 8, 9, and 11 will survive the expiration or termination of this Agreement.

4. Compensation and expenses.

A. Compensation. IETF LLC will compensate Developer for the Services at the rates set forth in the applicable SOW and in accordance with the schedule set forth therein. Developer will send an invoice on a monthly basis or as otherwise set forth in the applicable SOW to IETF LLC at exec-director@ietf.org, which invoices shall include a timelog and description of Services performed. IETF LLC will pay undisputed amounts of such invoice within 30 days of receipt via wire transfer.

B. Expenses. IETF LLC will reimburse Developer for direct expenses described in the SOW or incurred specifically in connection with the Services in accordance with IETF LLC's travel and expense reimbursement policy. Other than pre-approved direct expenses, Developer will be solely responsible for all other costs and expenses incurred in performance of this Agreement.

5. Records & Audit.

A. Records. Developer agrees to keep and maintain, during the term of this Agreement and for a period of three (3) years thereafter, or for longer periods as required by law or as reasonably requested by IETF LLC (such as for financial or tax purposes or in connection with any ongoing or threatened litigation, suit or proceeding), full and complete records that relate to the provision of Services and that fully substantiate all charges invoiced and Services performed pursuant to this Agreement. All such records will be kept in accordance with generally accepted business and accounting practices and IETF LLC policies.

B. Audit. During the term of this Agreement and not more than twice per calendar year (unless circumstances warrant additional audits as described below), having given at least 5 business days' notice, the IETF LLC or its representatives may audit Developer's records, documents, correspondence, books, files, IT systems and data centers, as used in the performance of this Agreement, to ensure compliance with this Agreement. Notwithstanding the foregoing, the parties

agree that the IETF LLC may conduct an audit of Developer at any time during or after the term of the Agreement, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, (iii) ongoing or threatened litigation, suit or proceeding, (iv) the IETF LLC reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to the IETF or the IETF LLC, or (v) as otherwise described in this Agreement, an SOW or any Exhibits to the Agreement.

6. Confidentiality. In the course of Developer's engagement with IETF LLC, Developer may be exposed or have access to information, materials or documents that IETF LLC considers confidential ("CI"). Developer agrees, both during and after its engagement by IETF LLC, 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 LLC. Developer will return or destroy any CI in its possession upon termination of this Agreement and its relationship with IETF LLC. Developer acknowledges and agrees that IETF LLC will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of Developer's obligations hereunder with respect to CI, and such further relief as any court of competent jurisdiction may deem just and proper.

7. Intellectual Property.

A. Assignment. The IETF Trust is a Virginia common law non-profit Trust whose beneficiary is the IETF community. The IETF Trust shall own all right, title and interest in and to all information, materials and other proceeds that Developer creates in the course of, or that otherwise result from, the Services or Developer's engagement with IETF LLC ("**Work Product**"). 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, Developer hereby assigns all right, title and interest in and to all intellectual property and other proprietary rights in such Work Product to the IETF Trust. Developer retains ownership in all other works Developer created prior to this Agreement or creates in the future outside of the scope of the Services and Developer's engagement with IETF LLC. Upon termination of this Agreement, Developer will provide to IETF LLC any working drafts or other interim phases of deliverables Work Product as they exist upon termination.

B. Open Source Software. The IETF Trust intends to release some or all of the Work Product to the public under the Simplified BSD Software License or another open source software license, and Developer hereby represents and warrants that Developer will not use, integrate, or develop software as part of the Work Product performed by it hereunder that is incompatible with the Simplified BSD Software License or another open source software license identified to it by IETF LLC (via electronic mail or in writing).

C. Required Rights. Prior to commencing any work, or as promptly as possible once identified if so identified after work has commenced, Developer shall describe in writing:

- Any intellectual property rights owned or licensed by Developer which may cover all or part of the Work Product, including a list and description of all U.S. and foreign patents and patent applications;
- To the extent known by Developer, any intellectual property owned or licensed by third parties which is required to utilize all or part of the Work Product in the manner contemplated by the Agreement; and
- To the extent known by Developer, any claims or disputes relating to the intellectual property embodied, or claimed to be embodied, in all or part of the Work Product.

Intellectual property and claims described in the bullets above are termed “**Required Rights**”. In addition to the descriptions required above, Developer shall provide to IETF LLC a description of the cost and other terms of any license required to use and operate under any Required Rights in the manner contemplated by this Agreement.

Developer shall not be authorized to commence any Work Product as to which any Required Rights exist unless and until IETF LLC has affirmed in writing that it understands the nature of such Required Rights and the parties have mutually agreed upon a license arrangement (including allocation of its costs) that will enable the full use of any Required Rights in the manner contemplated hereby.

If Developer fails to notify IETF LLC of any Required Rights owned or licensed by Developer in the manner required by this section, then Developer shall be deemed to have granted the IETF Trust a perpetual, irrevocable, royalty-free, paid-up, worldwide, non-exclusive, freely sub-licensable right and license to exploit such owned Required Rights (and to the extent permitted under any such license of any such Required Rights, such licensed Required Rights) in any manner in connection with the Work Product and any modifications or derivatives thereof.

D. Data. All data used or collected by the Work Product shall be the property of the IETF Trust. To the extent the Services require Developer to collect any user information from IETF LLC, Developer will collect, maintain and protect the confidentiality of such user information, in a manner consistent with this Agreement and all applicable privacy laws, rules and regulations and the privacy policy and other postings of IETF LLC posted on the applicable IETF LLC property or service.

8. **Warranties.** Developer warrants that (i) it will perform all Services in a professional and workmanlike manner, in accordance with highest ethical standards, (ii) it has the right and authority to enter into this Agreement, (iii) it has the knowledge and skills to provide the Services, (iv) it will comply with all applicable laws, statutes, regulations and IETF LLC policies in the performance of the Services, and (v) the Services and Work Product will not violate or in any way infringe upon the rights of third parties. Developer warrants that the Work Product will perform in accordance with any applicable documentation, specifications and written descriptions provided by IETF LLC to Developer, and in a reliable and secure manner. Developer agrees promptly to fix any errors, bugs or deficiencies in the Work Product that are identified within one year from the date of acceptance by IETF LLC for no additional charge and to deliver to IETF LLC, install in the Work Product and demonstrate to IETF LLC’s reasonable satisfaction such fixes. The development and delivery of such fixes shall be performed by

Developer in accordance with the provisions of this Agreement and all software developed and/or delivered shall conform to the requirements described in the SOW or as otherwise agreed by the parties. All such fixes shall themselves be warranted for a period equal to the longer of either the remainder of the duration of the original warranty on the fixed Work Product (i.e., one year from the date of acceptance), or ninety (90) days following acceptance of the fix.

9. **Indemnification.** Developer agrees to indemnify and hold IETF LLC and its member, directors and officers, and the IETF Trust and the IETF Trustees harmless from any claims, losses or expenses (i) arising in connection with Developer's (or any Subcontractor's) breach of this Agreement, (ii) alleging that all or any part of the Services or Work Product infringes or misappropriates any intellectual property rights of any third party, or (iii) arising in connection with Developer's (or any Subcontractor's) negligence or willful misconduct.

10. **Insurance.** Developer shall maintain any required and customary insurance in amounts and types reasonable for the type of business conducted by Developer and at IETF LLC's request, shall make IETF LLC an additional insured under any such applicable policy. Developer 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.

11. **Miscellaneous.** This Agreement will be governed by Delaware law. Developer 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 is binding and shall inure solely to the benefit of the parties hereto (and to the benefit of the IETF Trust with respect to intellectual property), and their respective successors and permitted assigns. The IETF Trust is the only intended third party beneficiary to this Agreement. Other than the IETF Trust, nothing in this Agreement shall be enforceable by a third party. 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 Developer

Painless Security LLC
margaret@painless-security.com
4 High Street, Ste 134
North Andover, MA 01845

Read and agreed to by:

IETF ADMINISTRATION LLC



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

PAINLESS SECURITY LLC:



By: Margaret Cullen
Title: President & CEO
Email: margaret@painless-security.com

Statement of Work # 1

This Statement of Work #1 (“**SOW**”) is entered into effective as of this 1st day of January, 2020 (the “**Effective Date**”) by and between Painless Security LLC (“**Developer**”) and IETF Administration LLC (“**IETF LLC**”). This SOW is incorporated into, and forms a part of, the Developer Services Agreement, dated January 1st, 2020 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. **Tools:** This SOW applies to the following tools:

a. Datatracker:

The IETF Datatracker is used to upload Internet-Drafts, manage their review and approval, manage meeting materials, and manage working groups. The Datatracker tickets can be found at <https://trac.tools.ietf.org/tools/ietfdb/>, and the source code can be found at <https://trac.tools.ietf.org/tools/ietfdb/browser/>. The IETF Codesprints allow interested community participants to donate code to the Datatracker.

b. xml2rfc:

The xml2rfc tool (see xml2rfc.tools.ietf.org) takes XML source as input and produces output in formats supported by the RFC Series (plain text, HTML, PDF, and so on). The xml2rfc code was recently rewritten to support both v2 (see RFC 7749) and v3 formats (see RFC 7991). The xml2rfc tickets can be found at <http://wiki.tools.ietf.org/tools/xml2rfc/trac/>, and the source code can be found at <https://trac.tools.ietf.org/tools/xml2rfc/trac/browser/>.

The xml2rfc tool makes use of bibliographic information generated by a companion tool, called Bibtex.

The source code for the Bibtex generator can be found at <https://trac.tools.ietf.org/tools/xml2rfc/trac/browser/website/rfcs/>.

Open issues related to the v3 format are collected in the Internet-Draft [draft-levkowitz-xml2rfc-v3-implementation-notes](#), which is still being updated as new issues are found. As the IETF community reaches resolutions for these open issues, the xml2rfc code may need to be adjusted to match the resolution.

c. IDnits, id2xml, RFClint, SVGcheck, XMLdiff:

The IDnits, id2xml, RFClint, SVGcheck, and XMLdiff tools support the process of authoring and publishing RFCs. These tools were all recently rewritten or recently developed from scratch to support the new xml2rfc v3 format. Given their supporting role to xml2rfc, the tickets for these tools can also be found at <http://wiki.tools.ietf.org/tools/xml2rfc/trac/>.

The source code for IDnits and id2xml can be found at <https://trac.tools.ietf.org/tools/ietfdb/browser/branch/elft/>.

The source code for RFClint, SVGcheck, and XMLdiff can be found at <https://trac.tools.ietf.org/tools/ietfdb/browser/branch/hawk/>.

d. RFCdiff:

The RFCdiff tool takes two RFCs or Internet-Drafts in text form as input, and produces output to show the differences between them. The tickets for RFCdiff can be found at <https://trac.tools.ietf.org/group/tools/trac/>.

The source code for RFCdiff can be found at <https://tools.ietf.org/tools/rfcdiff/rfcdiff/>.

e. postconfirm

The Postconfirm system employs a variety of verification methods to discard spam email. All postconfirm maintenance needs to be carefully coordinated with the program manager and the IETF Secretariat IT staff. The source code for postconfirm can be found at <https://svn.tools.ietf.org/svn/src/postconfirm>.

f. ghostlinkd

Ghostlinkd monitors specified parts of the IETF server's file-system on disk, and maintains a parallel symlinked composite of all the indicated parts. This program is used to maintain one comprehensive directory of Internet-Drafts, such as that used by RFCdiff, based on various repositories that must be kept separate for legal or other reasons. All ghostlinkd maintenance needs to be carefully coordinated with the program manager and the IETF Secretariat IT staff. The source code for ghostlinkd can be found at <http://svn.tools.ietf.org/svn/src/ghostlinkd>.

g. Other tools as the parties may mutually agree in writing.

2. Description of Services: Developer agrees to provide Minor Enhancement software development and support services described below (collectively, the "**Services**") to IETF LLC.

Minor Enhancement Services include the following Services for each tool:

- Monitor the ticketing and issue reporting systems.
- Identify tickets and issues that categorized as enhancements.
- Develop and maintain a prioritized list of enhancements in consultation with the IETF LLC designated primary technical contact (the "**Program Manager**") based on the benefit of each enhancement and the effort required to implement it.
 - Some enhancements may be grouped into small groups and prioritized as a unit if they are closely related.
- Use Test Driven Development (TDD) methodologies for the development of enhancements, developing tests for new functionality before developing the functionality. These tests may

contribute to a growing set of regression tests for future releases that can be run before tools updates are performed on the production system.

- Implement those enhancements in cooperation with the IETF Tools Team, including lead Tool Maintainer (for example, if the Tools Maintainer uses Agile methodologies with Code Sprints, Developer will participate in that process and identify particular enhancements efforts to be included in each Code Sprint).
- Developer further agrees to provide related support services by Developer key personnel who will be available to IETF LLC designees through phone, XMPP, email and any other communications application as required by the Program Manager, during business days. Developer agrees to provide these support Services to IETF LLC at no additional cost.

3. Acceptance

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 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 to 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 Developer fails to remedy the error or deficiency within thirty (30) days of initial receipt of a notice of nonconformity from IETF LLC, IETF LLC may hire a third party to remedy the error or deficiency at Developer's expense.

4. Project Management

IETF LLC shall designate a Program Manager who will be the Developer's primary technical contact for this SOW in writing to Developer. In addition, IETF LLC shall designate a primary business input contact at the IETF Secretariat to provide non-technical feedback and clarification regarding requirements and requests.

During the term of this SOW, Developer shall keep IETF LLC Executive Director and any specific designees of the IETF LLC informed of the status of the 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.

Developer will use the version repository specified by Program Manager.

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 specified by Program Manager.

5. Fees:

Fixed Fee: [REDACTED]

Invoices: Developer will send IETF LLC a monthly invoice that will include a description of the Services performed and hours worked for that period. The parties agree that the fees set forth in this SOW are based on a mutual expectation that performance of the Services will require Developer to devote approximately 8 hours a week (excluding the transition services described above that are anticipated upon commencement of the Services. To the extent the parties agree that significant additional time is needed from Developer that exceeds the mutual expectations of the parties or if IETF LLC and Developer wish to change the scope of the Services and deliverables, the parties will agree in advance to such changes in scope and any additional fees payable for such Services or deliverables.

Expenses: The parties agree that Developer may be expected to travel to some IETF meetings as part of the Services. Developer will comply with the IETF LLC Travel and Expense Reimbursement Policy for any expenses for which it seeks reimbursement by the IETF LLC.

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

6. Term: This SOW shall be effective as of January 1, 2020 and shall remain in effect for one calendar year (through December 31, 2020), 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
[REDACTED]

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

PAINLESS SECURITY LLC:
[REDACTED]

By: Margaret Cullen
Title: President & CEO
Email: margaret@painless-security.com