I E T F®

IDIQ CONTRACTED SERVICES AGREEMENT

THIS CONTRACTED SERVICES AGREEMENT (this "**Agreement**") is made effective as of the 30th day of April 2019, (the "Effective Date") by and between IETF Administration LLC, a Delaware limited liability company ("IETF") and IOLA, a privately held Danish corporation having its primary address at Niels Jernes Vej 10, 9220 Aalborg Oest, Denmark (the "Developer").

1. Services. Developer shall provide to the Company 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 (collectively, the "**Services**"). 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=26.

2. Independent Developer. Developer's relationship with IETF will be that of an independent contractor and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Consistent with broad direction set by IETF, 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 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, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. To the extent IETF 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 the Effective Date and continue in effect for a period of (3) years, 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 up to two additional one-year terms by the provision of written notice of extension to IOLA no later than thirty (30) days prior to the end of the then-current term. IETF 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 to wind down and transition any work in progress and IETF will pay Developer any fees, reimbursable expenses and approved costs that are due and owing within 30 days after IETF's review and acceptance of an undisputed invoice following the effective date of termination.

4. Compensation and expenses.

A. **Compensation.** IETF 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 at exec-director@ietf.org, which invoices shall include a timelog and description of Services performed. IETF will pay undisputed amounts of such invoice within 30 days of receipt via wire transfer.

B. **Expenses.** IETF will reimburse Developer for direct expenses described in the SOW or incurred specifically in connection with the Services, subject to IETF's prior written approval for any such expenses. Other than pre-approved direct expenses, Developer will be solely responsible for all other costs and expenses incurred in performance of this Agreement. IETF will reimburse Developer for appropriate approved expenses within 30 days after receiving an invoice from Developer, together with written documentation and receipts itemizing all such expenses. Developer must invoice IETF for expenses no more than one month from when they are incurred.

C. **Records.** Developer 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 invoiced pursuant to this Agreement. Developer further agrees to make such records available to IETF 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 IETF.

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

6. 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 ("**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. Upon termination of this Agreement, Developer will provide to IETF 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 (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, 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 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.

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 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 as to which any Required Rights exist unless and until IETF 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 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 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.

7. 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, or regulations 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 will perform in accordance with any applicable documentation, specifications and written descriptions provided by IETF to Developer, and in a reliable and secure manner. Developer agrees promptly to fix any errors, bugs or deficiencies in the work that are identified within one year from the date of acceptance by IETF for no additional charge and to deliver to IETF, install in the work and demonstrate to IETF'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 hereof. 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 (i.e., one year from the date of acceptance), or ninety (90) days following acceptance of the fix.

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

9. 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's request, shall make IETF an additional insured under any such applicable policy. Developer shall provide evidence of insurance and endorsements at IETF's request, and shall cooperate with IETF in good faith to adjust such insurance coverage as appropriate for the Services.

9. 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'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:

IETF Administration LLC
Attn: Executive Director
exec-director@ietf.org
1000 N. West St, Ste. 1200
Wilmington, DE 19801

If to Developer

IOLA ApS
Niels Jernes Vej 10
9220 Aalborg Oest
Denmark

[SIGNATURE PAGE FOLLOWS]

Read and agreed to by:

IETF ADMINISTRATION LLC

By: Portia Wenze Danley

Title: Executive Director (Interim)

Email: exec-director@ietf.org

IOLA

By: Lau Bech Lauritzen

Title: Managing director

Email: lau@iola.dk

Statement of Work #1

This Statement of Work #1 ("SOW") is entered into effective as of this 1st day of August, 2019 (the "Effective Date") by and between IOLA ("**Developer**") and IETF Administration LLC ("**IETF**"). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 30th of April, 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.
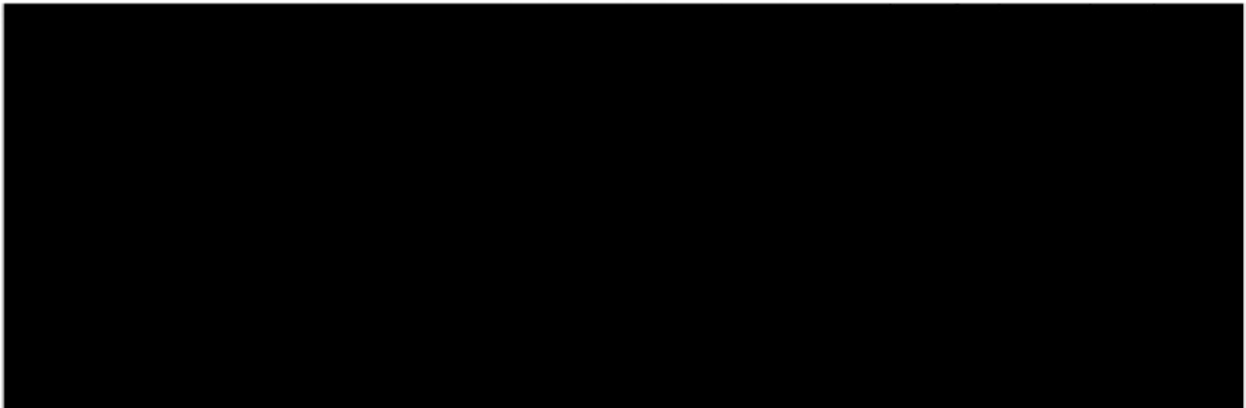
Executive summary

Rewriting the Datatracker meeting application into something manageable, fixing glaring interface oddities/bugs and extending it with some new features.

Project plan

There are two parts in this project, a big refactor and some polish/feature additions.

The biggest chunk here is rewriting the agenda edit page. While the Secretariat from our interview seemed happy for the most part with the functionality it provides, the code underneath is in a poor state, in our opinion. It should be possible to rewrite it to something that uses far fewer lines of code, far less Javascript (it is doing a tonne of unnecessary stuff) and is much more pleasant and faster to use, and something that can actually be extended with new features without a huge overhead.

The RFP mentions that it would be good to do releases as we go along. That would be great, and we're also happy to adjust the actual content of the project, say if it turns out that something is not needed or some other part turns out to have a higher priority.

We don't have a set plan for what to do first at this instance - we think it makes more sense to discuss that when the project starts.

Schedule

[REDACTED]

Test plan

We'll write automated tests for the new code, as we've done in the past work on the Datatracker. This project is a bit special in that it entails a greater Javascript part, so we'll write Javascript tests too.

Additionally, it would be great with a contact within the Secretariat that we could ask for advice and perhaps get to try things out to make sure we're not missing something important.

Cost and payment schedule

[REDACTED]
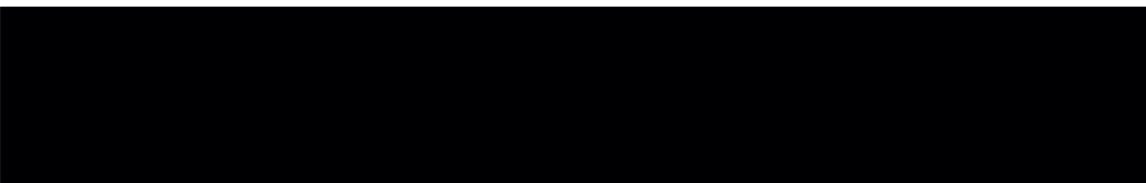
Warranty and Late Delivery Consequence

Warranty as per the IDIQ contract between IOLA and the IETF Administration LLC (i.e. we will fix any bugs).

[REDACTED]

Technical Support and Maintenance

Support will be provided by the key personnel/developers who will be available through phone, XMPP and email during business days. Urgent support within 1 day and routine support within 3 days.

IETF ADMINISTRATION LLC

By: Portia Wenze-Danley
Title: Executive Director (Interim)
Email: exec-director@ietf.org

IOLA

By: Lau Bech Lauritzen
Title: Managing director
Email: lau@iola.dk