IETF®

CONTRACTED SERVICES AGREEMENT
IRSG Ballots Tool

THIS CONTRACTED SERVICES AGREEMENT (this "**Agreement**") is made effective as of the 11th day of June 2019, (the "**Effective Date**") by and between **IETF Administration LLC** ("**IETF**") and **AKAYLA, Inc.** (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, 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 Confidential Information 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. Prices or fees as specified in SOWs are exclusive of taxes. Each party assumes responsibility for all taxes, levies, or charges by any governmental entity that are applicable to it under local laws or binding international agreements associated with its status under this Agreement.

3. Term & Termination. The initial term of this Agreement will begin on 14 June 2019 and end on 13 September 2019, provided that any SOWs in effect at termination will remain in full force and effect until the SOW term expires, unless expressly terminated pursuant to this Agreement. The parties may mutually agree in writing to renew the engagement for successive renewal periods after expiration of the term of this Agreement, and the terms of this Agreement will continue to apply. Either party may terminate this Agreement and SOW at any time and for any reason with 30 days' prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches an obligation of this Agreement and does not cure such breach within

30 days of receiving notice of such breach. Upon termination for any reason, Developer agrees to cooperate in good faith with IETF to wind down and transition any work in progress.

4. Compensation and expenses.

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 invoice IETF at the end of the project and send the invoice to exec-director@ietf.org. IETF will pay undisputed amounts of such invoice within 30 days of receipt via wire transfer.

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.

5. Confidentiality. In the course of Developer's engagement with IETF, parties may be exposed or have access to information, materials or documents that are confidential to the other party, or its member or community ("**CI**"). Parties agree 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 under this Agreement. Parties will return or destroy any CI of the other party in its possession upon termination of this Agreement.

6. Intellectual Property.

　　A. **Assignment.** The IETF Trust is a Virginia common law non-profit Trust whose beneficiary is the IETF. 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; indemnification. 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) to the best of Developer's knowledge, the Services and Work Product will not violate or in any way infringe upon the rights of third parties. Developer agrees to indemnify and hold IETF and its member, directors and officers harmless from any claim, loss or expense arising in connection with Developer's (or any Subcontractor's) breach of this Agreement, or in connection with its negligence or willful misconduct. Developer warrants that the Work Product 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 Product that are identified within ninety (90) days from the date of delivery of the WorkProduct to IETF for no additional charge and to deliver to IETF, install in the Work Product 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.

IETF shall test each deliverable within thirty (30) days of its receipt from Developer and shall report to Developer, in writing, whether or not the deliverable complies with agreed specification. If IETF fails to report to Developer, whether or not deliverable complies with agreed specification, within thirty (30) days of its receipt from Developer, such deliverable shall be considered finally accepted by IETF. If any deliverable does not comply with agreed specification and IETF has reported it to Developer within thirty (30) working days period, IETF shall provide Developer with details of the failure and Developer shall use commercially reasonable efforts to modify the deliverable so that it complies with agreed specification. The parties shall repeat the above process until the deliverable complies with agreed specification.

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 Product 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.

8. 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 (being any person or entity other than the Parties hereto). 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

AKAYLA, Inc.
7150 Moorland Drive
Clarksville, MD 21029

bill@akayla.com

10. Publicity. Developer must seek preapproval prior to any use of the name and logo of IETF whether as a short project description on its marketing collaterals (online, offline, website, papers, brochures, press releases) or other disclosure of the existence of relationship with IETF for reference and marketing purposes.

11. Non-Solicitation of Employees. Both parties agree that during the term of this Agreement, any extension thereof and one year after its termination, neither party will offer employment or hire any employee, agent or subcontractor of the other party performing work under this Agreement.

Read and agreed to by:

IETF ADMINISTRATION LLC

AKAYLA, Inc.

By: Portia Wenze-Danley

By: William P. Bialick

Title: Executive Director (Interim)

Title: President

Email: exec-director@ietf.org
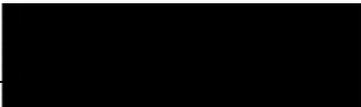
Email: bill@akayla.com

Statement of Work

This Statement of Work ("SOW") is entered into effective as of its signature by both parties (the "Effective Date") by and between AKAYLA, Inc. ("**Developer**") and IETF Administration LLC ("**IETF**"). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 14 June, 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.

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.

Upon successful delivery of the IRSG Ballots Tool, AKAYLA will be considered a qualified software vendor for Indefinite Delivery/Indefinite Quantity (IDIQ) Master Services Agreement (MSA) purposes.

EXECUTIVE SUMMARY

The overall plan is to create a document balloting mechanism similar to the one used by the IESG. AKAYLA will modify the datatracker code to support IRSG use of ballots.

The resulting IRSG Ballots Tool deliverable will mirror, to the greatest extent possible, the datatracker balloting process used by the IESG, while at the same time attempting to integrate the code such that common areas are not replicated, and minor differences are handled as small deltas to the existing code.

The IRSG Ballots Tool, based on the IESG Ballots Tool, will meet all of the technical requirements outlined in the Statement of Work (SOW). These include:

- Refactor of BallotPositionDocEvent to not be IESG specific, adjusting the views and templates that use it accordingly.
- Addition of a new 'irsg-approve' BallotType for documents of type 'draft'.
- Augmenting views to allow the IRTF chair or the Secretariat operating on their behalf to create an 'irsg-approve' ballot for a draft in the IRTF stream, and to close such a ballot.
- Addition of an "IRSG Evaluation" tab on the main page of drafts that have an IRSG ballot.
- Augmenting views to allow IRSG members or the Secretariat operating on their behalf to take or change their position on an open IRSG ballot.
- Ensuring proper graphical display of open IRSG ballots for documents returned in search results.

PROJECT APPROACH & PLAN

The initial phase of development will be spent on familiarization with the relevant code and categorization of the location and types of changes that are planned. This time will also be used to verify that the approach outlined in this Statement of Work (SOW) is wholly viable and complete. During this period and during development, the developer may need to make inquiries of technical experts on the Tools Team.

The next phase of development will be spent in code development. On the assumption that the approach outlined in the Statement of Work is viable, the deliverables listed in the "Executive Summary" section of the SOW will be generated. In addition, an implied but not listed deliverable that allows the IRTF Chair or the

Secretariat to view the status of the all documents under ballot (akin to what the IETF Chair has in regard to Telechats) will be developed.

The final phase of development will be spent in developing test harnesses for inclusion in the standard set of tests that are part of the datatracker. Simultaneous to code development will be the development of informal documentation to explain the deliverable such that the Tools Team will be able to understand it without undue effort.

SCHEDULE

Work on the project will commence upon award of the contract and will last for the greater of 90 days or date upon which the deliverables are delivered and accepted by IETF.

DEPENDENCIES AND OTHER MILESTONES

The development of the IRSG Ballots Tool has the following dependencies:

- Availability of access to a stable, functional datatracker codebase of the IESG Ballots Tool
- Reasonable availability of technical experts on the Tools Team for discussion should there be uncertainties regarding the approach

TEST PLAN

Tests will be developed for new functionality so that they are included in the datatracker's existing test system (typically invoked as ./ietf/manage.py test --settings=settings_sqlitetest).

COST & PAYMENT SCHEDULE

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WARRANTY

The core code for the IRSG Ballots Tool is derived from the IESG balloting software, developed by a third party. Thus, AKAYLA warrants the AKAYLA modifications to the IESG balloting software and that the resulting IRSG Ballots Tool software will perform at least as well as the underlying IESG balloting software upon which it will be built. AKAYLA does not warrant the performance of the existing third-party software. The warranty period will be 90 days and the remedy for the code not meeting the SOW requirements will be the correction of that code at AKAYLA's expense.

TECHNICAL SUPPORT & MAINTENANCE

Technical support will be available via email. Extended maintenance may be available from the developer during Code Sprints and by arrangement.

MISCELLANEOUS

AKAYLA will perform the development against a single version of the datatracker code base. It is an assumption that this code is complete and functional.

Delivery will be a code check-in to SVN and notification to a designated contact person that the code has been delivered. There will be interim check-ins of functionality during development to allow progress to be monitored.

AKAYLA requests a code review with the program manager or a cognizant member of the Tools Team occur during IETF 105, if possible, to ensure that the software has the desired functionality and appearance.

IETF ADMINISTRATION LLC
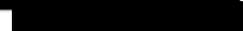
By:
Title: Executive Director (Interim)
Email: exec-director@ietf.org

AKAYLA, Inc.

By: William P. Bialick
Title: President
Email: bill@akayla.com