Amendment No. 2 to Agreement for Provision of Streaming Services and Recordings for IETF Meetings 2018 - 2019

Term Extension, Additional Services and Increased Compensation

This Amendment No. 2 amends the Agreement for Provision of Streaming Services and Recordings for IETF Meetings 2018 - 2019 (the "Agreement) dated 1 January 2018, by and between Meetecho, S.r.l. ("Meetecho") and Internet Society, as further amended and then assigned by Internet Society to IETF Administration LLC ("IETF LLC"), and further amended by Amendment No. 1. This Amendment No. 2 by and between Meetecho and IETF LLC is effective as of 1 January 2021. Meetecho and IETF LLC agree as follows:

- **1. Term Extension.** Meetecho and IETF LLC hereby agree to extend the term of the Agreement, through to December 31, 2021.
- **2. Services.** Meetecho and IETF LLC hereby agree to extend the Services as set out in the Agreement as follows, where ("Meeting Session") means a session in an IETF Meeting agenda that is scheduled to use Meetecho Services, ("Virtual Interim") means a session in-between IETF Meetings that is scheduled to use Meetecho Services, ("Inter-Meeting Period") means the period of time in-between two consecutive IETF Meetings, ("Unavailable") means that all components of the Services do not work correctly for all session participants, and ("Meetecho Failure") means a failure in a component of the Services that Meetecho is primarily responsible for, ("Remedial Actions") means an action performed by Meetecho within 30 days of a request by IETF LLC at no additional cost to IETF LLC:
 - The Services will now be performed for Virtual Interims as and when required by IETF LLC.
 - The Services will be performed to meet the following service levels
 - For Services provided during IETF meetings: 99.8% availability, measured and calculated for each IETF Meeting at the end of that IETF Meeting as:
 - (Total number of minutes for each Meeting Session where the Services are Unavailable due to a Meetecho Failure) / Total of length of all Meeting Sessions in minutes) <= 0.2%
 - For Services provided in between IETF meetings: 98% availability, measured and calculated for each Inter-Meeting Period at the end of that Inter-Meeting Period as:

(Total number of minutes for each Virtual Interim where the Services are Unavailable due to a Meetecho Failure) / Total of length of all Virtual Interims in minutes in the measured Inter-Meeting Period) <= 2%

- If the service levels are not met for any individual IETF Meeting or Inter-Meeting Period then the potential Remedial Actions are:
 - A public report on the Meetecho Failures.
 - An action plan setting out how Meetecho proposes to prevent service levels being unmet in future.
- If the services levels are not met for any three measurement periods, within a 12 month period, then the potential additional Remedial Actions are:
 - A third party audit of Meetecho operations.

3. Compensation.

- **4. Governing Law.** This Amendment No. 2 shall be governed and interpreted in accordance with the laws of the State of Delaware without regard to its choice of law principles.
- **5.** Agreement in Full Force and Effect as Amended. Except as specifically amended hereby, all of the terms and conditions of the Agreement remain in full force and effect and are hereby reaffirmed and ratified by the parties hereto in their entirety. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement, as amended prior to and by this Amendment No. 2.
- **6. Counterparts.** This Amendment No. 2 may be executed in several counterparts, each of which shall be an original. The several counterparts shall constitute a single agreement.

Read and agreed to by:

