

Amendment #1 to Developer Services Agreement

This Amendment ("Amendment") amends the Developer Services Agreement ("Agreement") effective as of 1 January 2020 by and between Painless Security ("[Developer") and IETF Administration LLC (the "IETF LLC").

This Amendment is effective as of 31 December 2020.

Developer and IETF LLC agree to amend the Agreement as follows:

- 1. Term Extension: IETF LLC and Developer hereby agree to amend and extend the Agreement to extend the term as set forth in Section 3 "Term and Termination" thereof for an additional 12 months, so that the term of the Agreement shall end on 31 December 2021.
- 2. Agreement in Full Force and Effect as Amended. Except as specifically amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby reaffirmed and ratified by the parties 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.
- 3. **Counterparts**. This Amendment may be executed in several counterparts, each of which shall be an original. The several counterparts shall constitute a single agreement.

Agreed and consented to, effective as of the date first written above:

IETF Administration LLC

Jay Daley

IETF Executive Director

exec-director@ietf.org

Painless Security

Margaret Cullen
President and CEO
margaret@painless-security.com



Statement of Work #3

This Statement of Work #1 ("SOW") is entered into effective as of this 1 day of January, 2021 (the "Effective Date") by and between Painless Security ("Developer") and IETF Administration LLC ("IETF LLC"). This SOW is incorporated into, and forms a part of, the Developer Services Agreement, dated 1 January, 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 agreement applies to the following tools:
 - Datatracker
 - xml2rfc
 - IDnits, id2xml, RFClint, SVGcheck, XMLdiff
 - RFCdiff
 - postconfirm
 - ghostlinkd
 - Wagtail and associated templates
 - Other tools as the parties may agree in writing
- **2. Description of Services.** Developer agrees to provide software development and support services described below (collectively, the "**Services**") to IETF LLC.

A. Maintenance Services:

Maintenance Services includes the following Services for each tool:

- design work and code development needed to close bug reports identified as defects against these tools;
- ongoing design work and code development, as needed to improve performance of these tools;
- code changes and testing needed for platform upgrades;
- merging, testing, release management, and secure software development lifecycle evaluation for code from other contractors and volunteer, such as looking for and helping to correct security vulnerabilities while integrating code from other contractors and volunteers
- assisting with debugging tools in production and preparing patches to handle urgent situations;
- clean up and refactoring of code and user-interfaces from volunteers;
- maintain developer deployment images.

B. Minor Enhancement Services:

Minor Enhancement Services include the following Services for each tool:

- Monitor the ticketing and issue reporting systems.
- Identify tickets and issues that are categorized as enhancements.

- Develop and maintain a prioritized list of enhancements in consultation with the IETF LLC designated primary technical contact 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.

C. Support Services.

Developer further agrees to provide related support services by Developer key personnel who will be available to IETF LLC designees through phone, XMPP and email during US East Coast business days. Urgent support requests will be addressed within 1 day and routine support requests will be addressed within 3 days.

- **3. Practices.** Developer agrees that all code and documentation it develops in connection with the Services will meet a commercial standard of quality, including but not limited to the following attributes of quality:
 - fully maintained version repository with consistent increments of design documents and working code;
 - a full automated test suite including unit tests and integration tests;
 - common/known security flaws eliminated;
 - high quality documentation;
 - · clean, readable code.

Developer agrees to use the version repository specified by IETF LLC and the issues tracking system specified by IETF LLC. Developer further agrees to 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 unless otherwise authorized by IETF LLC.

4. 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 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.

5. Management. Developer's primary technical contact at the IETF LLC for this SOW will be: Tools Team Project Manager. The IETF LLC 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 the IETF LLC primary 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 IETF LLC 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 the IETF LLC's primary 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 the IETF LLC 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.

6. Key Personnel. The following individuals are Key Personnel as described in the Agreement for purposes of the Services described in this SOW:

Margaret Cullen Mark Donnelly Jennifer Richards

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



To the extent 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, if applicable.

7. Term: This SOW shall be effective as of 1 January 2021 and shall remain in effect until 31 December 2021, 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

By: Jay Daley

Title: IETF Executive Director Email: exec-director@ietf.org

PAINLESS SECURITY:

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By: Margaret Cullen
Title: President and CEO

Email: margaret@painless-security.com