

IETF TRUST LICENSE AGREEMENT

This LICENSE AGREEMENT (“License Agreement”) is effective as of 15 December 2007 (“Effective Date”) by and between the IETF Trust (“Licensor”), and Association Management Solutions, LLC a California Limited Liability Company (“Licensee”).

WHEREAS, Licensor wishes to enable Licensee to provide administrative and secretariat services (“Services”) for and on behalf of the Internet Engineering Task Force (“IETF”) pursuant to an Agreement by and between Licensee and the Internet Society acting on behalf of the IETF, (the “Services Agreement”); and

WHEREAS, Licensee and Licensor desire to exchange certain intellectual property licenses associated with the provision of such services in accordance with the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. For purposes of this License Agreement, the following capitalized terms shall have the meanings set forth below.

1.1 “Licensed Materials” means the Subject Data and other items so designated and set forth in Exhibit 1 attached hereto, and Preexisting Work Product as defined at section 7.1 of the Service Agreement.

1.2 “Marks” means the service marks and domain names set forth in Exhibit 1.

2. License.

2.1 Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, royalty-free, nontransferable, worldwide license (a) to reproduce, use, modify, distribute, and create derivative works of the Licensed Materials solely in connection with Licensee’s provision of the Services, and (b) to reproduce and display the Marks solely in connection with the promotion of IETF activities as required under the Services Agreement and solely in accordance with the trademark usage guidelines promulgated by Licensor from time to time, if any. Licensee shall provide the Services in accordance with the Service Agreement.

2.2 Licensee may not sublicense or subcontract any of its rights or obligations under this License Agreement without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. In the event that Licensor permits Licensee to use the services of one or more sublicenses or subcontractors (each, a “Subcontractor”), each such Subcontractor shall sign a written agreement with Licensee imposing all of the applicable provisions and restrictions of this Agreement upon such Subcontractor to the same extent as such provisions and restrictions would be applicable to Licensee and employees of Licensee. As between Licensee and Licensor, Licensee shall be fully responsible for each such Subcontractor’s compliance with the applicable terms of this Agreement, and Licensee shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. Licensor shall have no responsibility or obligation to any such

Subcontractor, and Licensee shall pay all such Subcontractors in accordance with the agreement between them and ensure that all Subcontractors deliver all Deliverables for which they are responsible without lien or encumbrance. Licensee acknowledges that the Licensor's consent to a Subcontractor does not relieve Licensee of its obligations and liabilities hereunder.

2.3 Licensor will serve as the Registrant, Administrative and Billing Contacts for each of the domain names registered on or behalf of the IETF ("Domain Names"). During the term of this Agreement, the Licensor may designate Licensee as the Technical Contact for any such Domain Names as necessary to perform services pursuant to the Services Agreement. Licensor acknowledges that as both the Administrative and Registrant contacts for the Domain Names, it is the sole entity that can make any changes to the Domain Name registration information. Licensor agrees to notify Licensee of any changes or modifications in the Domain Name registration information that Licensor, or anyone acting on Licensor's behalf, institutes during the term of this Agreement, including, but not limited to, any changes to the name servers.

3. Ownership of the Licensed Materials and Marks. Licensee acknowledges that, as between Licensor and Licensee, Licensor owns all right, title and interest in and to the Licensed Materials and Marks, including the goodwill associated with the Marks and any updates to the Subject Data as provided herein, and Licensee agrees to grant and assign, and hereby irrevocably and unconditionally grants and assigns, to Licensor all right, title, and interest it may have or claim in the Licensed Materials and Marks. Any use of the Marks by Licensee and any goodwill associated therewith shall inure to the benefit of Licensor. Licensee shall not acquire, directly or by implication, any rights or license in any Licensed Materials or Marks except as expressly provided herein. Except as otherwise stated, each Party retains all right, title and interest in and to its respective intellectual property rights. No licenses will be deemed to have been granted by either Party to any of its intellectual property rights, except as otherwise expressly authorized in this Agreement. Licensor shall have sole responsibility to, but no obligation hereunder to, prosecute, maintain or apply for any registration for any Mark or Licensed Material, and may undertake or decline to undertake any such actions in its sole discretion. Neither shall Licensee have any right or obligation to prosecute, maintain or apply for any registration for any Mark or Licensed Material.

4. Derivative Works. The Parties agree that ownership of all right, title and interest, in and to all derivative works incorporating or based upon material licensed pursuant to this Agreement ("Derivative Works") shall be owned exclusively by Licensor. Such Derivative Works shall be considered to be Licensed Materials for all purposes hereunder.

5. Licensee Tools. All right, title and ownership to any tools, software (both in object code and source code form), hardware, databases, excluding any data contained in such databases, and know-how, which Licensee developed prior to the Effective Date or which Licensee develops or which Licensee licenses from a third party independently of its performance of the Services and without compensation from Licensor or ISOC (whether on behalf of IETF or otherwise) (collectively, together with ARO Software as defined in section 7.4 of the Services Agreement, "Licensee Tools") shall remain the exclusive property of Licensee. For the avoidance of doubt, it is acknowledged that "Work Product" as defined in the Services Agreement shall be assigned to Licensor pursuant to the terms of the Services Agreement but shall not include Licensee Tools.

6. Infringement; Quality Control; Other Obligations of Licensee.

6.1 Licensee agrees promptly to notify Licensor of any conflicting uses of or any acts of infringement or unfair competition involving the Marks or Licensed Materials by unauthorized

persons of which Licensee becomes aware. Licensor shall have the sole right to engage or not engage in infringement, opposition, cancellation or unfair competition proceedings involving any of the Licensed Materials or Marks.

6.2 In any promotional, advertising or other materials displaying or using the Marks, Licensee shall affix (or cause to be affixed) such trademark or service mark registration notice as Licensor shall reasonably prescribe.

6.3 Licensee recognizes the importance of Licensor's exercise of control over the quality of use of the Marks. Accordingly, Licensee agrees that all uses of the Marks shall be in accordance with the quality standards determined by Licensor from time to time which have been provided to Licensee in advance of the implementation of such standards, and Licensor shall have the right to suspend or terminate the licenses granted hereunder with respect to the Marks at any time that Licensee fails to comply with such quality standards; provided that Licensee has failed to cure such breach within thirty (30) days following Licensor's notification thereof. Licensor shall notify Licensee of any such deficiency and describe any requested quality improvements.

6.4 Licensee shall not, directly or indirectly through any agent or affiliate:

(a) reserve or apply in its own name for registration (as a trademark, service mark, trade name, domain name or other designation) anywhere in the world of the Marks or any mark confusingly similar thereto or that includes all or any portion or variation of, any Mark or the terms "IETF", "ISOC", "IAOC", "IASA", "IAD", "IESG", "IAB" or "IRTF" except as otherwise provided in this Agreement; or

(b) use the Marks in any manner or commit any other act likely to materially jeopardize, prejudice, impair or tarnish Licensor's rights in the Marks or Licensed Materials; or

(c) challenge Licensor's ownership of or the validity or the distinctiveness of the Marks, any application for registration or trademark registration thereof or any rights of Licensor therein; or

(d) (i) use any trademark, trade name, service mark or domain name of any third party as a metatag, reserved search term or other device to attract traffic to a web site operated on behalf of ISOC, IETF or Licensor without the prior written consent of such third party, or (ii) use any Mark as a metatag, reserved search term or other device to attract traffic to any Internet web site other than the web sites operated by Licensee on behalf of IETF as part of the Services; provided that nothing herein shall be construed as to prevent Licensee from representing to the public the fact that is performing the IETF secretariat functions, or

(e) use directed links to move traffic from such website to another website controlled by Licensee or an affiliate of Licensee that is not authorized by Licensee.

Notwithstanding the foregoing, the parties may agree from time to time in writing on the placement of hyperlinks or the usage of paid search terms including the Marks or the trademarks of Licensee.

7. Disclaimer of Warranties and Limitations on Liability.

7.1 EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE LICENSED MATERIALS ARE PROVIDED “AS IS.” NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN RELATION TO THE LICENSED MATERIALS OR THE USE OF SUCH LICENSED MATERIALS. WITHOUT LIMITING THE FOREGOING, LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR ANY REASON WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 IN NO EVENT SHALL EITHER PARTY’S LIABILITY ARISING OUT OF ANY LEGAL CLAIM OR IN ANY WAY CONNECTED TO THIS LICENSE AGREEMENT EXCEED THE AGGREGATE FEES PAID TO LICENSEE PURSUANT TO THE SERVICES AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, LESS ANY DAMAGES PREVIOUSLY RECOVERED FROM LICENSEE PURSUANT TO THE SERVICES AGREEMENT.

8. Term and Termination.

8.1 This License Agreement shall commence as of the Effective Date and, unless earlier terminated as set forth herein, shall continue for so long as the Services Agreement remains in effect.

8.2 A material breach of this License Agreement shall be treated as a material breach of the Services Agreement and be subject to the provisions thereof. Licensor shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee in the event that Licensee materially breaches any provision hereof and such breach is not cured by the end of such 30-day period.

8.3 Upon termination of this License Agreement, Licensee shall, except as agreed in writing by Licensor, discontinue any further use of the Licensed Materials and return any and all copies of the Licensed Materials in its possession to Licensor. Specifically, Licensee shall promptly provide the Subject Data to Licensor in usable, searchable electronic form, and will, to the extent possible, and in consultation with Licensor, thereafter expunge the Subject Data from all Licensee records.

9. Confidentiality.

9.1 Confidential Information. Each Party acknowledges that it may be furnished with, receive, or otherwise have access to Confidential Information of the other Party. “Confidential Information” shall mean all information, in any form, disclosed by the disclosing Party to the other Party which:

(a) concerns the operations, plans, know-how, trade secrets, business affairs, personnel, customers or suppliers of the disclosing Party; or

(b) the receiving Party knows or might reasonably expect is regarded by the disclosing Party as the confidential information of the disclosing Party;

(c) is designated as confidential, restricted, proprietary, or with similar designation; or

(d) concerns any of the terms or conditions or other facts with respect to the Services Agreement or this License Agreement that have not otherwise been publicly disclosed.

9.2 Exclusion. Confidential Information excludes any information that the receiving Party can demonstrate:

(a) at the time of disclosure, was in the public domain or in the possession of the receiving Party;

(b) after disclosure, is published or otherwise becomes part of the public domain through no fault of the receiving Party;

(c) was received after disclosure from a third party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure;

(d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party.

Further, each Party may disclose the terms and conditions of this Agreement: (i) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the fullest extent permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, banks, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.

9.3 Obligations.

(a) Each Party's Confidential Information shall remain the property of that Party. Each Party shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure of Confidential Information as it employs to avoid unauthorized disclosure of its own Confidential Information of a similar nature.

(b) The receiving Party shall restrict the possession, knowledge, development and use of the disclosing Party's Confidential Information to its directors, officers, members, employees, consultants, counsel, accountants, professional advisors, and any potential investor or acquiror of a substantial part of such Party's business (whether by merger, sale of asset, sale of stock or otherwise) and (a) whose duties justify access to such Confidential Information, (b) who have a need to know such Confidential Information in connection with this License Agreement, and (c) who are bound by a non-disclosure agreement or confidentiality obligations consistent with and at least as protective as those contained in this Agreement.

(c) The obligations of confidentiality under this Section 9 shall not apply to the extent that disclosure is required by law or order of a governmental entity or court provided that, in the event the party required to disclose information received a demand or subpoena that would require the disclosure of Confidential Information, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party at

the Disclosing Party's expense) to contest, minimize, or condition the disclosure (including through application for a protective order). The obligations with respect to Confidential Information shall survive the expiration or termination of this License Agreement for a period of three (3) years or such longer period as required by law, regulation, or court order.

10. Miscellaneous.

10.1 Assignment. Licensee may not license, transfer, or assign any rights under this License Agreement in any manner, except with the consent of the Licensor, which shall not be unreasonably withheld. Subject to the foregoing, this License Agreement, and the licenses, restrictions and obligations set forth herein, shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

10.2 Notices. All notices or other communications required or permitted hereunder (collectively, "Notices") shall be in writing or delivered electronically and shall be deemed given when: (i) delivered personally; (ii) sent by confirmed facsimile or email to a functioning email address; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested; or (iv) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective addresses set forth below:

10.3 Dispute Resolution. The provisions of section 12.2 of the Services Agreement shall govern the resolution of disputes.

If Licensor, to:

IETF Trust
c/o IETF Administrative Director

Attention: Ray Pelletier
Facsimile: 703.326.9881
Email: iad@ietf.org

and if Licensee, to:

Association Management Solutions, LLC
48377 Fremont Boulevard
Suite 117
Fremont, CA 94538
Attention: Karen Moreland
Facsimile: (510) 492-4001
Email: kmoreland@amsl.com

or to such other address as shall be furnished in writing by Licensor or Licensee, as the case may be, to the other.

10.4 Governing Law; Choice of Forum. This License Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the Commonwealth of Virginia. Any action arising out of or relating to this License Agreement shall be brought exclusively in the Circuit Court of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia.

10.5 Severability and Invalidity. If any one or more of the provisions contained in this License Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties shall use their reasonable efforts, including the amendment of this License Agreement, to ensure that this License Agreement shall reflect as closely as practicable the intent of the parties hereto as of the date License Agreement was entered into by the Parties.

10.6 Headings. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this License Agreement.

10.7 Entire Agreement. The provisions of this License Agreement and all agreements referred to herein, including the Services Agreement, contain the entire agreement between the parties relating to the subject matter hereof. This License Agreement may not be changed or modified in any manner except by an instrument in writing signed by the parties.

10.8 Survival. Sections 3, 4, 5, 6.4, 7, 8.3, 9 and 10 of this Agreement, shall survive the termination of this License Agreement for any reason.

10.9 Counterparts: This License Agreement may be executed in one or more counterparts, each of which, including those with fax signatures, shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument.

10.10 No Third Party Beneficiaries. It is expressly understood and agreed to by the Parties that this Agreement is between Licensor and Licensee. The Parties acknowledge and agree that this Agreement does not create any other rights, claims or benefits inuring to any individual or entity that is not a party to this Agreement nor create any other third party beneficiary hereto.

Termination. Except for the provisions cited in section 10.8, this License Agreement will terminate upon the termination of the Services Agreement. IN WITNESS WHEREOF, each of the parties hereto has caused this License Agreement to be executed on its behalf by its officers or representatives thereunto duly authorized, as of the date first above written.

IETF TRUST

By: 

Name: Raymond G. Pelletier, Jr.

Title: Trustee, IETF Administrative Director

ASSOCIATION MANAGEMENT SOLUTIONS, LLC

By: 

Name: Karen Moreland

Title: Principal

EXHIBIT 1

Marks: IETF
IETF Secretariat
INTERNET ENGINEERING TASK FORCE
IETF diamond logo
IETF-Related Domain Names including, but not limited to: ietf.org, irtf.org, iab.org, iesg.org

Licensed Materials:

Subject Data: Each of the following materials to be used solely in, and to the extent reasonably necessary for, the operation of the IETF Secretariat:

- a) IETF-related databases of current participants and related information;
- b) current mailing lists and web pages;
- c) working group and IESG materials that are currently actively used;
- d) current Internet Drafts and
- e) any other materials, documents or intellectual property of Licensor that Licensor reasonably deems to be needed for the operation of the IETF Secretariat. The Parties to this license acknowledge that this Exhibit may need to be amended from time to time during the term of license to accurately reflect the intellectual property used in the operation of the IETF Secretariat.