



CONTRACTED SERVICES AGREEMENT

THIS CONTRACTED SERVICES AGREEMENT (this “**Agreement**”) is made effective as of 12 September 2022, (the “**Effective Date**”) by and between IETF Administration LLC, a Delaware limited liability company (“**IETF LLC**”) and Torchbox Inc, a Texas registered company (the “**Contractor**”). Contractor and IETF LLC are collectively referred to herein as the “**Parties**”, and each is individually referred to as a “**Party**”.

1. Services.

a. Scope. Contractor will provide to IETF LLC certain UI/UX services 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**”). The Parties may agree to amend the scope and nature of the Services, such changes will only be effective when agreed to in writing by both Parties.

b. Work Standards. Contractor will perform the Services in a professional and workmanlike manner and in accordance with the prevailing industry standards for the performance of comparable Services. Contractor agrees to comply with all IETF LLC policies, as provided by IETF LLC to Contractor from time to time.

2. Staffing

a. Key Personnel. To the extent any of the Contractor employees identified as “**Key Personnel**” in the relevant SOW terminate their employment with Contractor, either voluntarily or involuntarily, Contractor will notify IETF LLC and consult with IETF LLC on a suitable replacement with equal or greater qualifications. Contractor will provide a suitable replacement within a reasonable period of time and will give IETF LLC ongoing progress reports during its search. Nothing herein will alter the fact that Contractor may in its sole discretion employ their employees as “employees-at-will” and may terminate their employment for any lawful reason.

b. Subcontractors. Contractor plans for the Services to be performed primarily by Contractor employees. To the extent IETF LLC consents to the use of any Subcontractors, Contractor will be fully responsible for each such Subcontractor’s compliance with the terms of this Agreement and for all actions and omissions of such Subcontractors in their performance or failure to perform as required hereunder. Contractor will be responsible for all taxes and other costs and expenses attributable to the compensation payable to, and the Services provided by, Contractor under this Agreement.

3. Independent Contractor. Contractor’s relationship with IETF LLC 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. Any use by Contractor personnel of any IETF-related titles or positions shall be subject to the IETF LLC’s prior and ongoing approval. Consistent with broad direction set by IETF LLC, Contractor will determine what actions are required to perform the Services and to achieve the relevant objectives. Contractor will provide its own equipment and set its own hours.

Contractor 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 Contractor's ability to complete the Services under this Agreement in a satisfactory manner. Contractor will not be provided any training by IETF LLC and is expected to have all the expertise necessary to carry out the Services. Contractor will be responsible for the compensation of its personnel, including any Subcontractors, and will pay all related taxes, contributions and benefits. IETF LLC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Contractors' personnel.

4. Term. The initial term of this Agreement will begin on 12 September 2022 and end on 31 December 2025. The Parties may agree in writing to renew the engagement prior to the expiration of the initial term or any subsequent renewal term and the terms of this Agreement will continue to apply during any such renewal terms.

5. Termination.

a. For convenience. Either party may terminate this Agreement, any SOW or any subset of Services at any time and for any reason with 90 days' prior written notice to Contractor. In addition, the failure by the Parties to renew the Agreement by the last day of the then current term will terminate the Agreement, unless the Parties have agreed to extend the period for renewing the Agreement.

b. For cause. 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 to the reasonable satisfaction of the non-breaching Party within 45 days of receiving notice of such breach.

c. Transition. Upon notice of termination for any reason by either Party in accordance with the terms of this Agreement, or in the event the Parties do not intend to renew the Agreement (in whole or in part) at the end of the then current term, the Contractor will assist IETF LLC in the orderly and timely transition of the Services, or a subset thereof, to a successor provider (a "**Successor**") by providing certain transition Services (the "**Transition Services**"). Contractor agrees to perform Transition Services upon IETF LLC's request, for a period determined by IETF LLC, but not to exceed 6 months after the date of expiration or termination of the Agreement. During any period of Transition Services that extends beyond the date of termination or expiration of this Agreement, Contractor will nonetheless continue to perform Services in accordance with the terms of the Agreement and fee structure in effect on the date of notice of termination, unless the Parties mutually agree, pursuant to good faith negotiations, to the application of a revised fee structure during that extension period.

d. Effect of termination. Upon the later of the effective date of expiration or termination of this Agreement or the end of the Transition Services period (hereafter, the "**Termination Date**"), Contractor will have no further obligation to perform the Services. Within 7 days of the Termination Date, Contractor will return to IETF LLC (without retaining copies) all documentation and other materials relating to the Services (except for the records

described in Section 7), or, at IETF LLC's request, destroy all copies of such documentation and materials and certify in writing that such destruction has occurred. Within 30 days after review and acceptance of an undisputed final invoice, IETF LLC will pay to Contractor all Contractor fees, reimbursable expenses and approved costs that are due and owing for the Services and Transition Services.

e. Survival. The provisions of Sections 5, 7, 8, 9, 11, and 14 shall survive the expiration or termination of this Agreement.

6. Compensation and expenses.

a. Compensation. IETF LLC will compensate Contractor for the Services at the rates set forth in the applicable SOW and in accordance with the schedule set forth therein. Contractor will send an invoice on a monthly basis or as otherwise set forth in the applicable SOW to IETF LLC at exec-director@ietf.org, which invoices will include a description of Services performed. IETF LLC will pay undisputed amounts of such invoice within 30 days of receipt.

b. If IETF LLC fails to make payment to Contractor on the due date then, without prejudice to any other right or remedy available to Contractor,

- i. If payment is delayed more than 7 days after the due date, Contractor may suspend performance of its obligations under these Terms and Conditions until such payment is received; and/or
- ii. Contractor shall be entitled to charge IETF LLC interest (both before and after judgement) on the amount outstanding on a daily basis, at the rate of 4% per annum above the base rate of HSBC Bank plc from time to time in force (or such other clearing bank as Torchbox may nominate) such interest to be calculated from the due date to the date of actual payment (both dates inclusive), compounded quarterly. Contractor may suspend part or all of the Services until payment has been made in full.

c. Expenses. IETF LLC will reimburse Contractor for any pre-approved expenses in accordance with the IETF LLC's travel and expense reimbursement policy. Other than direct expenses incurred according to the IETF LLC's travel and expense reimbursement policy, Contractor will be solely responsible for all other costs and expenses incurred in performance of this Agreement.

7. Records & Audit.

a. Records. Contractor agrees to keep and maintain, during the term of this Agreement and for a period of three (3) years thereafter, or for longer periods as required by law or as reasonably requested by IETF LLC (such as for financial or tax purposes or in connection with any ongoing or threatened litigation, suit or proceeding), full and complete records that relate to the provision of Services and that fully substantiate all charges invoiced and Services performed pursuant to this Agreement. All such records will be kept in accordance with generally accepted business and accounting practices, and IETF LLC policies.

b. Audit. During the term of this Agreement and not more than twice per calendar year (unless circumstances warrant additional audits as described below), having given at least 5 business days' notice, the IETF LLC or its representatives may audit the Contractor's records, documents, correspondence, books, files, IT systems and data centers, as used in the performance of this Agreement, to ensure compliance with this Agreement. Notwithstanding the foregoing, the Parties agree that the IETF LLC or its representatives may conduct an audit of Contractor at any time, both during or after the term of the Agreement, in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, (iii) ongoing or threatened litigation, suit or proceeding, (iv) the IETF LLC reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to the IETF or the IETF LLC, or (v) audits as otherwise described in this Agreement, an SOW or any Exhibits to the Agreement.

8. Confidentiality & Data Privacy.

a. Confidentiality. In the course of Contractor's engagement with IETF LLC, either Party may be exposed or have access to information, materials or documents that the other Party considers confidential and that is provided to the receiving Party under circumstances reasonably indicating that they are confidential or proprietary ("**CI**"). Each Party agrees, both during and after this Agreement, to maintain the other Party's CI as confidential, and to not disclose or cause to be disclosed the other Party's CI, nor use the other Party's CI for any purpose, except as necessary for the purposes of performing under or receiving the benefits of this Agreement. Each Party will return or destroy any CI in its possession upon termination of this Agreement upon the request of the other Party. Each Party acknowledges and agrees that the other Party 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 the receiving Party's obligations hereunder with respect to CI, and such further relief as any court of competent jurisdiction may deem just and proper.

b. Data Privacy. Contractor may access, collect, use, store and share all IETF data, including but not limited to IETF LLC CI, personal data, content in any form, and any other data received, collected, created or generated by or on behalf of, or made available to Contractor in the course of performing under this Agreement, solely as necessary to perform the Services and/or produce the Work Product. IETF LLC retains all right, title, and interest in the IETF LLC data. Contractor agrees to comply with all applicable laws and IETF LLC policies regarding the treatment, processing and protection of IETF LLC data.

9. Intellectual Property.

a. Work Product. The IETF Trust is a Virginia common law non-profit Trust whose beneficiary is the IETF community. The IETF Trust will own all right, title and interest in and to all information, materials and other proceeds that Contractor creates in the course of, or that otherwise result from, the Services or Contractor's engagement with IETF LLC ("**Work Product**"). All Work Product will 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, Contractor 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. Contractor will not incorporate any third party intellectual property into the Services or Work Product without IETF LLC's prior written consent. Contractor retains ownership in all other works Contractor created prior to this Agreement or creates in the future outside of the scope of the Services and Contractor's engagement with IETF LLC ("**Contractor IP**"). Upon termination of this Agreement, Contractor will provide to IETF LLC any working drafts or other interim phases of deliverables Work Product as they exist upon termination.

b. Contractor IP. Contractor hereby grants to IETF Trust and IETF LLC a perpetual, irrevocable, world-wide, non-exclusive, royalty-free, license to use, reproduce, display and otherwise fully exploit any Contractor IP incorporated into or otherwise necessary to use the Work Product or Services for the purposes for which they are intended, including with the right to sublicense to the IETF community and to IETF LLC's service providers (but only to the extent necessary in order to permit IETF LLC to obtain the benefit of this Agreement); provided that neither the IETF Trust nor IETF LLC may sublicense Contractor IP in a manner that permits others to compete with Contractor in providing the Services.

c. Data. All data used or collected in the course of the Services or by the Work Product will be the property of the IETF Trust.

10. Warranties. Contractor 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, (v) that it will comply with all IETF LLC policies, as may be provided by IETF LLC to Contractor from time to time and (vi) the Services and Work Product, and the use of any Contractor IP in accordance with this Agreement, will not violate or in any way infringe upon the rights of third parties. Contractor warrants that the work will perform in accordance with any applicable documentation, specifications and written descriptions provided by IETF LLC to Contractor, and in a reliable and secure manner.

11. Indemnification.

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

b. Indemnification of Contractor. IETF LLC agrees to indemnify, defend and hold Contractor (and its officers, directors, managers, owners and agents) harmless from all claims of third parties (i) asserting that its rights were infringed as a result of using materials provided to such Contractor indemnified party by IETF LLC in the manner, and for the purposes, for which such use was specifically authorized in performance under this

Agreement, and without violation of any law, rule, regulation, policy or contractual obligation; and (ii) relating to IETF LLC's, or its agents' negligence or willful misconduct, but not related, directly or indirectly, to the conduct, misconduct, act, omission or negligence of Contractor or its personnel or agents, or Contractor's performance or non-performance of its obligations under this Agreement.

c. Terms of Defense and Indemnification. An indemnified party will promptly notify the indemnifying Party, in writing, of any claim for which it believes that it is entitled to indemnification. An indemnified party will, at the indemnifying Party's request and expense, allow the indemnifying Party to conduct and/or settle all negotiations and litigation resulting from the claim. Notwithstanding the foregoing, the indemnified party may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if the retention of such counsel is necessary because of a conflict of interest of either the indemnifying Party or its counsel or because the indemnifying Party does not promptly assume control of the claim, the indemnifying Party will bear the expense of such counsel. No indemnified party will have authority to settle any claim on behalf of the indemnifying Party. Each indemnified party will cooperate with the indemnifying Party, who will reimburse the indemnified party for any out-of-pocket expenses (including the reasonable fees of attorneys and other professionals) the indemnified party incurs in providing the requested assistance.

12. Insurance. Contractor will maintain any required and customary insurance in amounts and types reasonable for the type of business conducted by Contractor and at IETF LLC's request, will make IETF LLC an additional insured under any such applicable policy. Contractor will provide evidence of insurance and endorsements at IETF LLC's request, and will cooperate with IETF LLC in good faith to adjust such insurance coverage as appropriate for the Services.

a. Except for indemnification and confidentiality obligations, neither party's total aggregate liability to the other party in connection with this Agreement in any one calendar year shall exceed 125% of the amount received by Torchbox (excluding tax) from IETF LLC under the Agreement in such calendar year.

13. Dispute Resolution. The Parties will first negotiate in good faith to attempt to resolve any dispute arising in connection with this Agreement, including escalation to representatives of each Party. If the dispute is not resolved within 30 days of escalation, either Party may initiate mediation with a mutually agreed upon mediator, with substantial experience handling complex business transactions or litigation. If the Parties are unable to resolve the dispute(s) by mediation, then either Party may initiate arbitration. The arbitration will be initiated and conducted according to the American Arbitration Association's ("**AAA**") Commercial Arbitration Rules, in a mutually agreed upon location before a single neutral arbitrator appointed in accordance with the AAA's Arbitration Rules. If either Party refuses to perform any of its obligations under the final arbitration award (following appeal, if applicable) within the time specified therein or, if no such time is specified, within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction.

14. Miscellaneous.

a. Governing Law. This Agreement will be governed by Delaware law.

b. Assignment. Contractor may not assign or delegate any of its rights or obligations set forth in this Agreement without IETF LLC's prior written consent.

c. Third Party Beneficiaries. This Agreement is binding and will 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 and the indemnified parties in Section 10 is the only intended third party beneficiary to this Agreement. Other than the IETF Trust and the indemnified parties, nothing in this Agreement will be enforceable by a third party.

d. Force Majeure. Performance under this Agreement by either IETF LLC or Contractor may be subject to acts of God (flood, earthquake, tornado, fire, etc.), disasters, civil disorder, strike, declaration(s) of war, war, threats or acts of terrorism, or similar acts, disease, epidemic, pandemic, measures of any governmental authority, US Department of State, World Health Organization, CDC or other governmental or international agency travel advisory, non-availability of food, beverages or other supplies or disruption of transportation, disruption of facilities or other emergencies, or any other cause beyond the Parties' control, which makes it inadvisable, impracticable, illegal or impossible for either Party to perform as originally contracted under this Agreement. In such an event, the affected party is relieved from performance for so long as and to the extent required by the event, whether or not the underlying applicable event is foreseeable at the time of execution of this Agreement, and may terminate this Agreement for any one or more such events, without liability or penalty, upon written notice to the other Party. Should such termination occur prior to the performance by Contractor under this Agreement, IETF LLC shall be refunded all deposits made. Should the termination occur during performance under this Agreement, IETF LLC shall be obligated to pay for all goods and services rendered to IETF LLC up to the time of termination, and shall be refunded all deposits remaining after payment for goods and services rendered up to the time of termination. Any deposits to be returned to Contractor shall be refunded to the IETF LLC within 30 days after written notice of termination.

e. Entire Agreement; Amendment. 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. The Parties may amend this Agreement in a writing signed by both Parties.

f. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

g. Notices. 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 LLC:

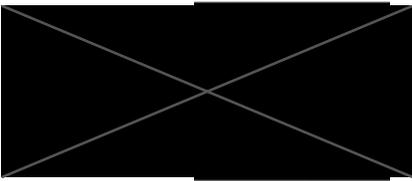
IETF Administration LLC
Attn: IETF Executive Director
exec-director@ietf.org
1000 N. West St, Ste. 1200
Wilmington, DE 19801

If to Contractor

Torchbox Inc
Primary contact: will@torchbox.com
Accounts: accounts@torchbox.com
725 Decker Prairie Drive
Austin, TX, 78748

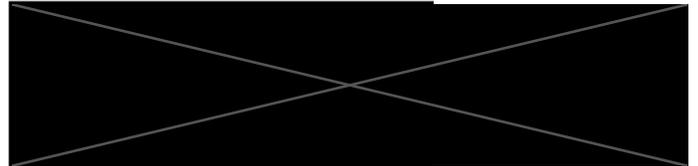
Read and agreed to by:

IETF ADMINISTRATION LLC



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

TORCHBOX INC



By: James Leavesley
Title: CEO
Email: James.Leavesley@torchbox.com