



I E T F[®]

STATEMENT OF WORK #2

This Statement of Work #2 (“**SOW**”) is entered into by and between Sirius Open Source Inc. (“**Contractor**”) and IETF Administration LLC (“**IETF LLC**”). This SOW is incorporated into, and forms a part of, the Contracted Services Agreement, dated 13 December, 2021 by and between the Parties (the “**Agreement**”). Any term not defined herein will have the meaning ascribed to it in the Agreement. This SOW must be signed by both Parties to be effective.

1. Description of Services: Contractor agrees to provide email processing services (collectively, the “**Services**”) to IETF. Such Services may include but are not limited to:

Part 1 - Pre-transition planning

Contractor must deliver the following within six weeks of the start of the contract:

1. A full architecture for the new mail processing services, agreed with the IETF, including:
 - Details of each component and how that will be operate including:
 - Where it will be deployed
 - What product/application will be used
 - How it will be managed and maintained
 - Details of how the architecture will ensure service availability and data integrity in the event of a range of failures.
2. A detailed plan for the upgrade of Mailman from v2 to v3. The plan must include:
 - Timetable
 - Tasks and schedule for IETF developers to upgrade integrations
 - Downtime requirements
 - Process for engaging with the existing service provider(s) and resolving any issues during the upgrade.
 - Test plan
 - Risk analysis with mitigation for key risks
3. A detailed plan for transition, agreed with the IETF. The plan must include:
 - Timetable for the transition
 - Individual technical transition plan for each service
 - Downtime requirements for each service
 - Process for engaging with the existing service provider(s) and resolving any issues during the transition.
 - Test plan for assuring a successful transition
 - Risk analysis with mitigations for key risks
4. Full cost estimate, including:

- Service provider fees for the transition, unless already agreed on a fixed price basis.
- Any third party costs for infrastructure provision

Part 2 - Upgrade of Mailman

Contractor must complete a successful upgrade in line with the plan by 22 December 2023 (subject to the IETF being able to carry out its agreed tasks) including:

1. Successful upgrade
2. Timetable met
3. Agreed downtime not exceeded
4. All tests pass

Part 3 - Transition of existing services

Contractor must complete a successful transition in line with the architecture, transition plan and cost estimates, by 31 March 2024, including:

1. All services successfully transitioned
2. Timetable met
3. Agreed downtime not exceeded
4. All tests pass

Part 4 - Managed infrastructure

From the time the first service transitions, Contractor must deliver a managed Email Processing Services that meets the requirements, on an ongoing basis.

Contractor agrees to deliver these Services in line with the requirements and undertakings set out in the following documents:

- As published by the IETF LLC:
 - "IETF RFP - Email Processing Services"
- As provided during the RFP process by Contractor:
 - "20230905 Sirius Email Processing Services RFP Response"

Contractor may, as part of the Services, be expected to participate in various meetings, and will perform other activities as mutually agreed by Contractor and IETF.

2. Fees:

The Fees for the Services will be as follows:

[REDACTED]

The Agreement shall dictate the terms of payment and reimbursement for expenses.

3. Term: This SOW shall be effective as of 9 October 2023 and shall remain in effect until 31 December 2025.

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

Stephen Turnbull
Jess Portnoy

5. Management. Contractor’s primary contact at the IETF LLC for this SOW will be the IETF Tools Team PM. The IETF LLC primary contact will be generally responsible for overseeing Contractor’s performance under this SOW and providing related instructions and feedback to the Contractor. 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 Contractor will work with the IETF LLC primary 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 Contractor. In the event of a conflict between the direction received from the IETF LLC’s primary contact and the IETF Executive Director, Contractor 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.

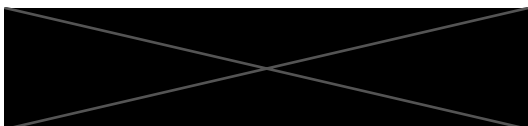
Reporting: Contractor will provide regular reports on a quarterly basis regarding the status of the Services, schedule for deliverables and such other information as requested by the IETF LLC primary contact or the IETF Executive Director.

6. Changes in Scope. To the extent the Parties agree to make any changes to the scope of Services described in this SOW, they will also agree in good faith to any appropriate adjustments (if applicable) to the fees set forth in this SOW.

7. Agreement. 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.

Read and agreed to by:

IETF ADMINISTRATION LLC



Jay Daley
IETF Executive Director
exec-director@ietf.org

SIRIUS OPEN SOURCE INC



Mark Taylor
Chief Executive Officer
mark.taylor@siriusopensource.com