

IETF Trust Assets

As of 13 March 2006, the IETF Trust consists of:

A. Schedule A

B. Such rights in Requests for Comments as may be assigned by the Internet Society from time to time

The IETF Trust does not hold any patents.

SCHEDULE A – CONTRIBUTED IPR

Marks: IETF (used in connection with administrative services)

IETF SECRETARIAT

And all rights of every kind throughout the world, whether under the common law or statute, in and to all other trademarks, trade names, logos, designs and the like that include the terms “IETF”, “Internet Engineering Task Force”, “IRTF”, “Internet Research Task Force”, “IESG”, “Internet Engineering Steering Group”, “IAB”, “Internet Architecture Board”, or any combination or variation of such terms (including without limitation the IETF “4 diamonds” logo), or any terms that are confusingly similar thereto, and all applications, registrations, renewals and reservations thereof.

Domain Names: IETF.ORG

IESG.ORG

IRTF.ORG

IAB.ORG

(and all subdomains thereof)

Current Data: All of its rights in, and copies of, each of the following materials that is currently used (as of the Effective Date) in the administrative, financial and/or other operation of the IETF:

- 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; and
- d) current Internet Drafts and Request for Comments.

Historical Data:

- a) “Historical Data” means collectively:
 - i) records of past IETF meetings, including working group meetings, participants at each working group meeting, and overall meeting attendees;
 - ii) records of past Internet Drafts and their processing histories; and

- iii) records of past Request for Comments and their processing histories.
- b) In the event that a Settlor extracts Historical Data, such Settlor will promptly provide copies of such Historical Data to the Trust; provided, however, that no Settlor will be under any obligation to extract Historical Data unless such Settlor and the Trustees have prior thereto agreed on reasonable compensation to be paid to such Settlor by the Trust for reasonable costs incurred by such Settlor in performing such extraction, reproduction and any other tasks or work associated therewith. Settlor's rights in extracted Historical Data will be transferred to the Trust when copies of such Historical Data are actually provided to the Trust.
- c) Each Settlor shall use reasonable efforts not to intentionally and knowingly destroy, damage, alter or delete any material portion of the Historical Data before copies thereof have been received by the Trust, without the Trust's prior written consent. Notwithstanding the foregoing, it is expressly understood that there will be circumstances where Historical Data cannot be produced and/or may be destroyed, damaged, altered or deleted as a result of natural processes, technical constraints or other unintentional causes, and any resulting damage or inaccessibility shall not be deemed a breach of Settlor's obligations under this Section. No Settlor shall be required to take actions other than are reasonable in accordance with such Settlor's past practices and in accordance with such Settlor's then current document retention policies.
- d) A Settlor shall be entitled to request guidance from the Trust and the Trustees from time to time regarding specific Historical Data and/or whether specific Historical Data can be provided to third parties; the Trust and the Trustees shall respond to any such request within 45 days.
- e) Copies of Historical Data extracted upon compulsion by any order, summons or subpoena issued by a court, governmental agency or legislative body having jurisdiction, or if produced for any third party, shall, to the extent permitted by such court, agency, or legislative body, also be provided to the Trust at no charge beyond incremental costs; provided, however, that this paragraph shall not apply in the event that such order, summons or subpoena relates to any action or proceeding (i) initiated by

any of the following: the Trust, any current or former Trustee or any Settlor, or any person or entity directly or indirectly acting on behalf or at the behest of any of the foregoing, or (ii) to which any of the persons or entities described in clause (i) is party.

- f) Each Settlor shall at any time be entitled to transfer to the Trust copies of any or all Historical Data; and in the event that the Trust does not promptly accept such Historical Data, such Settlor shall be entitled to take, and fully protected in taking, any action that it deems appropriate with respect to any such Historical Data not so accepted without regard to any other provision of this Schedule A or the Trust Agreement.
- g) Notwithstanding anything to the contrary, the relationship of the Settlers to the Trust and the Beneficiary with respect to the Historical Data shall be solely contractual and limited to the express duties set forth herein, and no Settlor shall be deemed to have any fiduciary, implied or other duties, or any fiduciary or partnership relationship, to the Trust or the Beneficiary. Neither the Trust nor the Beneficiary shall have, and each hereby irrevocably waives, any rights with respect to the Historical Data other than such as are expressly set forth above, including rights of accounting, division, partition and access to the Historical Data. Neither the Trust nor any other person or entity shall have any right to access any files, records or databases of any Settlor to obtain Historical Data for themselves without such Settlor's prior written consent.