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June 9, 2010

Steve Feldman  
Chairman, NEWNOG

Dear Steve:

This letter is to update you on Merit's progress toward resolving the issues discussed during the transition team's visit to Ann Arbor on May 11. The information provided here is to aid in your planning, and should not be construed as an offer or agreement. We will continue to work with you toward formal agreements regarding any transfer of real or intellectual properties, and future provision of services to NEWNOG.

To reiterate a key principle of our May 11 meeting, we expect that the current NANOG structure and roles would not change through approximately February 15, 2011, shortly after NANOG51 (to be held January 30-February 2, 2011 in Miami). At that time various assets would change hands from Merit to NEWNOG, along with fiscal responsibility for future NANOG meetings and activities. Following are assets that we discussed on May 11, with our current understanding of how each could be transferred.

#### **NANOG Trademark and Domain Name**

Merit is able and willing to negotiate a transfer of the NANOG trademark and domain name to NEWNOG, through an assignment to be drafted by the University of Michigan Office of Technology Transfer. We believe there is value attached to these assets, and will propose financial compensation for the transfer of approximately \$30,000, terms to be negotiated.

#### **Presentation data**

It is our opinion that the slide material and video recordings of presentations made at NANOG meetings is the property of the copyright holders, who are the presenters themselves. Merit has had implicit permission to post these materials on the NANOG web site, but we do not own the materials. We will be willing to transfer copies of these materials to NEWNOG, with the clear statement that we are not providing through that transfer any special rights, including the right to publish. Merit would not through this transfer relinquish any authority to itself post these materials in the future.

#### **Email lists**

Merit is able and willing to transfer to NEWNOG the email addresses that comprise certain NANOG mailing lists, if subscribers are warned of the transfer ahead of time. We propose to announce during the transition that as of a certain date the subscriber lists will be transferred from Merit to NEWNOG. Subscribers would thus have notification that their addresses are to be transferred to another party, and would have the opportunity to unsubscribe before the transfer date if they did not want their address transferred to NEWNOG. This point covers the following lists: [nanog@nanog.org](mailto:nanog@nanog.org), [nanog-futures@nanog.org](mailto:nanog-futures@nanog.org), and [nanog-announce@nanog.org](mailto:nanog-announce@nanog.org). We would regard this as a final transfer of this information, and Merit would not keep or maintain a list in the future.

**Email list archives**

Merit holds extensive archives of certain NANOG email lists, some of which are also archived at other Web sites. We believe that the authors of the individual messages are the copyright holders. Merit has had implicit permission to publish these messages on the NANOG web site because of the known public nature of the lists, but we do not own the messages. We are willing to transfer copies of these archives to NEWNOG, with the clear statement that we are not providing through that transfer any special rights, including the right to publish. This point covers the following lists: nanog@nanog.org, nanog-futures@nanog.org, nanog-announce@nanog.org, and nanog-attendee@nanog.org.

**Registration database data**

We are able and willing to provide an electronic archive of the registration lists (name and organization only) for most or all NANOG meetings, in a format to be agreed upon. We are unable to provide information beyond name and organization of each attendee.

**Web site**

Merit is able and willing to negotiate a transfer of the NANOG web site to NEWNOG, through an assignment to be drafted by the University of Michigan Office of Technology Transfer. This transfer would cover the text, graphics, and underlying programming of the site, with exceptions noted elsewhere in this letter. We believe there is value attached to this asset, and will propose financial compensation for the transfer of approximately \$10,000, terms to be negotiated.

**Registration system**

We tentatively agreed on May 11 that NEWNOG would establish its own registration system for future meetings, and is not interested in receiving the code for the registration system that Merit has developed for NANOG meetings. Thus the code underlying the current NANOG registration would not be transferred.

**Equipment**

If NEWNOG wishes to purchase any equipment assets, the transfer would need to follow University of Michigan regulations on property disposition. Briefly, we would submit descriptions of any item NEWNOG wishes to purchase to UM's Property Disposition office, which would set a price. We would present the pricing to you for any items you want, and we would arrange for delivery and invoice NEWNOG for the total, with Net30 payment terms. Since all equipment will be used in the production of NANOG49 through NANOG52, we would prepare an inventory for your review by early spring 2011.

**Address space**

Merit intends to maintain ownership of the IP addresses that have been used for NANOG meetings, and will not transfer ownership of those addresses to NEWNOG. We are open to discussing per-meeting agreements to lend the addresses to NEWNOG for the purpose of supporting NANOG meetings.

**Elections**

Merit would expect to administer the fall elections as usual, to be held at NANOG50. As we discussed, the resolution regarding the transition would probably be in the form of a recommendation and agreement that Merit discontinue its NANOG activity and transition certain assets to NEWNOG. Please let me know if you have specific ideas for this resolution; otherwise we will proceed with a draft for your review.

**Statement of work for NANOG 53**

We are drafting a statement of work to cover Merit's services to be provided under contract to NEWNOG for NANOG 53 in Denver, June 12-15 2011. We expect to present a first draft of this statement of work to you by mid-July.

I hope this information is helpful for your planning. We will continue to work on the details of implementing this plan and look forward to continued discussions. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Welch". The signature is fluid and cursive, with a large initial "D" and a long horizontal stroke extending to the right.

Don Welch  
President and CEO