

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
RESOURCE CERTIFICATION RELYING PARTY AGREEMENT**

YOU MUST READ AND ACCEPT THIS RESOURCE CERTIFICATION RELYING PARTY AGREEMENT (THIS "AGREEMENT") BEFORE ACCESSING OR USING ANY ONLINE RESOURCE CERTIFICATION PKI ("ORCP") SERVICES (AS DEFINED BELOW). IN CONSIDERATION OF ARIN PROVIDING YOU WITH THE ABILITY TO USE THE ORCP SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT A QUERY OR OTHERWISE USE ANY ORCP SERVICES.

1. **PRELIMINARY MATTERS.** The ORCP Services made available to You are subject to the terms of this Agreement, ARIN's Certification Practice Statement for Resource Certification ("ARIN CPS"), and other policies and procedures that ARIN may adopt from time to time applicable to RPKI or any ORCP Services (the "RPKI Policies") that are or will be published on ARIN's Website. This Agreement, the ARIN CPS and the RPKI Policies, each as may be modified from time to time by ARIN as provided in this Agreement, are referred to collectively as the "ORCP Service Terms." The current ORCP Service Terms may be found on ARIN's Website at <http://www.arin.net>. To the extent there is any conflict or inconsistency between this Agreement and the ARIN CPS or any RPKI Policies, this Agreement shall control.

Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all ORCP Service Terms at any time and from time to time, including the right to implement new ORCP Service Terms and/or make some or all ORCP Service Terms obsolete (collectively, "ORCP Term Modifications"). ARIN will post any ORCP Term Modifications on its Website and at such time, they will constitute a part of the ORCP Service Terms, be effective immediately, and be binding on You. Your continued access or use of any ORCP Services thereafter constitutes Your acceptance of such ORCP Term Modifications.

2. **DEFINITIONS.**

"CA" means an entity duly authorized under the ARIN CPS to issue, suspend, or revoke Certificates.

"Certificate" means a message that, at least, states a name or identifies the issuing CA, identifies the subscriber via a hash, contains the subscriber's public key, identifies the Certificate's validity period, contains a Certificate serial number, contains a listing of Internet Resource Number(s), and contains a digital signature of the issuing CA.

"ORCP Services" means the validation of a Certificate, accessing or using an ARIN or ARIN-affiliate database of Certificate revocations, relying on any Certificate-related information, or otherwise accessing, using or relying on a Certificate, the ORCP (or any part thereof), and/or related services provided pursuant to any ORCP Service Terms. In connection with the ORCP Services, ARIN may provide you with a Trust Anchor Locator ("TAL").

"Relying Party" means an individual, entity or other organization that relies on a Certificate or the information contained in a Certificate, or otherwise accesses or uses any ORCP Services.

3. **TERM AND TERMINATION.** ARIN provides the ORCP Services and, in its sole and absolute discretion, may cease providing any or all ORCP Services and terminate this Agreement at any time for any reason or no reason. This Agreement becomes effective when You first submit a query to search for a Certificate or otherwise use any ORCP Services and shall remain in effect until You cease to use all ORCP Services or until such time that ARIN terminates this Agreement. The defined terms in this Agreement and the following sections of this Agreement will survive any termination of this Agreement and remain enforceable: Sections 4, 5, 6, 7 and 8.

4. **INFORMED DECISION.** You represent and warrant that You are knowledgeable in the relevant subject area and possess sufficient information to make an informed decision as to Your use of the ORCP Services and Your reliance on the information contained in a Certificate. You acknowledge and agree that neither ARIN nor any CA is responsible for assessing the appropriateness of use of the ORCP Services (or any part thereof). You acknowledge and agree You are solely responsible for deciding whether or not to rely on or otherwise use any ORCP services, including the information in a Certificate, and ARIN assumes no liability or responsibility for Your or any other Relying Party's decision, use or other action in connection with the ORCP Services (or any part thereof).

You acknowledge and agree that RPKI is an emerging security framework and with it comes associated risks, including theft or potential compromise of a private key, which may or may not be detected, and the possibility of use of a stolen or compromised private key to forge an unauthorized digital signature. You acknowledge and agree that ARIN does not provide any assurance that the ORCP Services (or any part thereof) will be free from risks, hackers, perpetrators or others who may seek to misappropriate or engage in improper conduct with respect to the ORCP Services (or any part thereof).

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You acknowledge and agree that neither the ORCP Services (or any part thereof) nor the Certificate is designed, intended, or authorized for use in connection with equipment in hazardous circumstances or for uses requiring fail-safe performance, including uses in connection with the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead to death, personal injury, or severe environmental damage.

You represent and warrant that: (i) You have the full power and authority to enter into and perform Your obligations under this Agreement; (ii) the assent to and performance by You of Your obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which You may be bound, or any applicable laws, regulations, or rules; and (iii) this Agreement constitutes a legal, valid, binding, and an executory obligation, enforceable in accordance with its terms.

5. PROHIBITED CONDUCT. You shall not, directly or indirectly, use or attempt to use the ORCP Services (or any part thereof) or any of its related content to engage in any activity: (i) that is not permitted by the ORCP Service Terms or otherwise is a violation of any law; (ii) that violates the rights of any third party; (iii) that transfers or in any way gives any other party Your access to or use of any ORCP Services; (iv) that would compromise the security or operation of any ORCP Services; or (v) that would create any modifications or derivative works of any ORCP Services or any of its related content. Further, You shall not use, copy, link to, rebroadcast or disclose the ORCP Services (or any part thereof) or any of its related content, except as permitted by the ORCP Service Terms. You shall not, directly or indirectly, disclose, share, divulge, link to, rebroadcast, provide access to or in any other way make available the ORCP Services to any third party, except as permitted by the ORCP Service Terms.

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Notwithstanding the foregoing, You are specifically allowed to publicly distribute the ARIN TAL, including by embedding the ARIN TAL in relying party software; and You may make available to any third party the information made available through the ORCP Services so long as such use and disclosure is solely for informational purposes, namely reporting, educational, research, summary or statistical purposes. You are specifically prohibited from disclosure or redistribution of the information made available through the ORCP Services for network routing purposes, or for any purpose that is reliant on, or has an expectation of, ongoing or uninterrupted availability of the ORCP Services.

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6. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS.

(a) **DISCLAIMER OF WARRANTIES.** THE ORCP SERVICES, INCLUDING THE CERTIFICATE, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY CERTIFICATE OR ORCP SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY YOU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY ORCP SERVICES, CERTIFICATE, OR ANY ACCESS OR USE THEREOF WILL (i) BE UNINTERRUPTED, (ii) BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) MEET YOUR REQUIREMENTS, OR (iv) OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE.

(b) **EXCLUSION OF LIABILITIES AND DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARIN WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY, INCLUDING ANY OF YOUR CLIENTS OR CUSTOMERS, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY ORCP SERVICES, ANY CERTIFICATE, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL ARIN'S LIABILITY TO YOU OR ANY THIRD PARTY, INCLUDING ANY OF YOUR CLIENTS OR CUSTOMERS, EXCEED ONE HUNDRED U.S. DOLLARS (US\$100.00) IN THE AGGREGATE.

7. INDEMNIFICATION. You shall indemnify, defend, and hold harmless ARIN and CAs and each of its respective parent and subsidiaries, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers, and members from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including reasonable attorneys' fees and expenses), interests, fines and penalties of whatever nature (collectively, "Claims") asserted by a third party in connection with: (i) any access or use of the ORCP Services (or any part thereof) by You or other Relying

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Party permitted or authorized by You, including any of Your customers or clients, or other persons acting in concert with any of them (collectively, "Your Associated Persons"), except to the extent that any such third-party claim arises from ARIN's gross negligence or willful misconduct; (ii) in the specific instance of indemnification of the applicable CA, any such third-party claim arises from the applicable CA's gross negligence or willful misconduct; and/or (iii) any breach or violation of any ORCP Service Terms by You or any of Your Associated Persons. You shall keep ARIN informed of and consult with ARIN in connection with the progress and handling of the Claims. You shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim.

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8. MISCELLANEOUS PROVISIONS.

(a) Governing Law, Jurisdiction, Venue and Dispute Resolution. This Agreement and the other ORCP Service Terms and the parties' performance shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America. In the event of any dispute that is not resolved through cooperative settlement negotiations between the parties, the parties shall submit any unresolved disputes to binding and final arbitration to be held in Washington, D.C. or as otherwise agreed upon in writing by the parties in accordance with the rules of the American Arbitration Association then in effect. Notwithstanding the foregoing in this Paragraph, either party may bring an action before any court having competent jurisdiction for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph.

(b) Government Cooperation. ARIN shall have the right, without liability to You, any Relying Party or any other third party, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders with respect to any access or use of the ORCP Services (or any part thereof), including obtaining information from ARIN regarding allegations of any prohibited conduct by You, any Relying Party or other third party.

(c) Property Rights. ARIN retains all intellectual property rights (including patent, trademark, copyright and trade secret rights) in connection the ORCP Services (or any part thereof). Nothing provided by ARIN in connection with the ORCP Services (or any part thereof) constitutes a conveyance or transfer of any ownership rights (whether real, personal, or intellectual property rights) in the ORCP Services (or any part thereof) to You or other Relying Party.

(d) Assignment. You may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any other ORCP Service Terms, without ARIN's prior written consent.

(e) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither you nor any other Relying Party has any right or power to act for or on behalf of ARIN or to bind ARIN in any respect.

(f) Force Majeure. ARIN shall not be deemed in breach under any ORCP Service Terms, nor shall ARIN be responsible for any cessation, interruption, or delay in the performance of its obligations under any ORCP Service Terms where such failure of performance is the result of any force majeure event, including earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities.

(g) Entire Agreement. This Agreement and the other ORCP Service Terms (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the ORCP Services (or any part thereof).

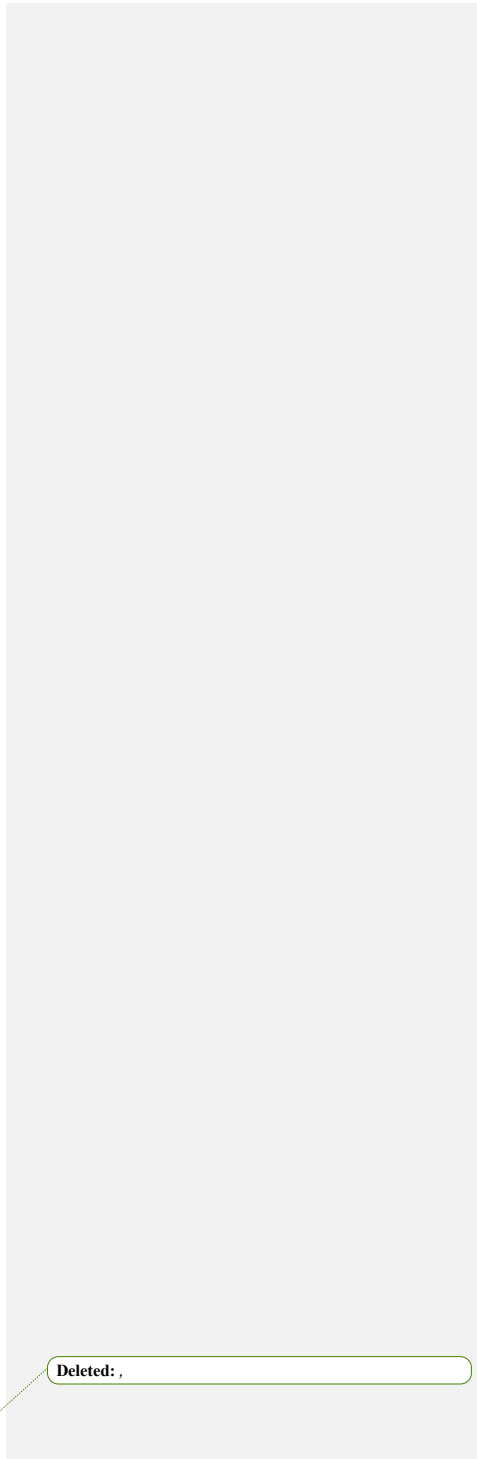
(h) Amendment. Except as provided in Section 1 of this Agreement, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.

(i) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

9. MACHINE-READABLE FORMAT DISTRIBUTION. Notwithstanding the foregoing, you may make available to any third party the information made available through the ORCP Services in a machine-readable format for networking routing purposes subject to the following requirements:

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- (a) the third party receiving such data has entered into a Relying Party Agreement with ARIN; or
- (b) You have passed through terms that are at least as protective of ARIN as the terms set forth in Article 5, 6 and 7 and Sections 8(a), 8(b), 8(c), and 8(f) to the third party receiving such data, via browse-wrap, clickwrap, or other manner for which such third party is legally obligated to said terms.



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