

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
RPKI TERMS OF SERVICE AGREEMENT

YOU MUST READ AND ACCEPT THIS RPKI TERMS OF SERVICE AGREEMENT (THIS "AGREEMENT") BEFORE ACCESSING OR USING ANY RPKI SERVICES (AS DEFINED BELOW). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE ANY RPKI SERVICES.

1. INTRODUCTION

- (a) American Registry for Internet Numbers, Ltd. ("ARIN"), a Virginia nonprofit corporation, is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean (collectively, the "ARIN Service Region"), and is responsible for the registration, administration, and stewardship of Internet number resources in the ARIN Service Region. ARIN has developed a Resource Public Key Infrastructure ("RPKI"), which may also be referred to as "Resource Certification." RPKI is an emerging security framework to assist verifying the association between organizations and their Internet number resources. A further description of the Resource Certification can be found on ARIN's Website located at <http://www.arin.net> (the "Website"), provided that such description is for informational purposes only and shall not form a part of this Agreement.
- (b) The Resource Certification made available to You and the related services provided by ARIN under this Agreement (collectively, the "RPKI Services") are subject to the terms and conditions of this Agreement, ARIN's Certification Practice Statement for Resource Certification ("CPS") and other policies and procedures that ARIN may adopt from time to time applicable to RPKI or any RPKI Services (the "RPKI Policies") that are or will be published by ARIN on ARIN's Website. This Agreement, the CPS and the RPKI Policies, each as may be modified from time to time as provided in Section 1(c), are referred to collectively as the "RPKI Service Terms." To the extent there is any conflict or inconsistency between any term or condition of this Agreement and the CPS or any RPKI Policies, this Agreement shall control.
- (c) 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 RPKI Service Terms at any time and from time to time, including the right to implement new RPKI Service Terms and/or make some or all RPKI Service Terms obsolete (collectively, "RPKI Term Modifications"). ARIN will provide notification of such RPKI Term Modifications to You via electronic mail. ARIN will also post such RPKI Term Modifications on its Website. Such RPKI Term Modifications will be effective immediately and binding on You after ARIN provides You with electronic mail notification thereof or after such RPKI Term Modifications are posted on ARIN's Website. Your continued access or use of any RPKI Services constitutes Your acceptance of such RPKI Term Modifications.
- (d) This Agreement does not replace, modify, diminish, or alter any other agreements that You may have with ARIN, including any Registration Services Agreement ("RSA"), Legacy Registrar Services Agreement ("LRSA"), Non-Disclosure Agreement, Web Account Terms of Service Agreement, or Acceptable Use Policy Agreement (collectively, the "Other Contracts").

2. ACCEPTANCE

- (a) Subject to your ongoing compliance with the RPKI Service Terms, ARIN agrees to provide You a non-exclusive right to use the Resource Certification and RPKI Services in accordance with the terms and conditions of this Agreement and the other RPKI Service Terms.
- (b) You hereby accept the Resource Certification and RPKI Services and hereby agree to comply with the terms and conditions of this Agreement and the other RPKI Service Terms.

3. OTHER CONDITIONS OF RPKI SERVICES

- (a) You may only access and/or use the RPKI Services (or any part thereof) for its intended purposes as specified in the RPKI Service Terms.
- (b) You must be in compliance with all of the following:
 - (i) Be current on all account balances owed to ARIN;
 - (ii) Be an entity legally registered to do business within the ARIN Service Region; and
 - (iii) Have a current RSA or LRSA with ARIN and be in compliance with the terms and conditions of such RSA or LRSA.
- (c) You have completed a request (the "Request") found on ARIN's Website or otherwise provided by ARIN in connection with the RPKI Services or other services offered by ARIN. You must (i) promptly notify ARIN if any information provided in the Request changes during the term of this Agreement, and (ii) promptly, accurately, and completely respond to any inquiry made to You by ARIN or its designee during the term of this Agreement.
- (d) You shall provide ARIN complete, up-to-date, and accurate information, assistance, and cooperation that ARIN requests in connection with ARIN's provision of any RPKI Services to You.
- (e) ARIN shall have the right, but not the obligation, to review Your access and/or use of the RPKI Services (or any part thereof) to determine if You are in compliance with the RPKI Service Terms.
- (f) You represent and warrant to ARIN 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 and conditions.
- (g) If You elect to access or use Delegated RPKI Services, You represent and warrant to ARIN that in doing so, You shall comply with RFC 6484 "Certificate Policy (CP) for the Resource Public Key Infrastructure (RPKI)" and any subsequent successor document issued by the Internet Engineering Task Force (IETF). You shall further maintain a published Certificate Practice Statement that governs Your handling, management and storage of secret keys.

4. PROHIBITED CONDUCT

- (a) You shall not engage in any of the following:
 - (i) Use or attempt to use the RPKI Services (or any part thereof) or any of its related content to engage in any activity that is not permitted by the RPKI Service Terms or otherwise prohibited by any RPKI Service Terms;
 - (ii) Use, copy, link to, rebroadcast or disclose the RPKI Services (or any part thereof) or any of its related content except as permitted by the RPKI Service Terms;
 - (iii) Sell, sublicense, resell or otherwise transfer, whether voluntarily or by operation of law, your access to or use of the RPKI Services (or any part thereof) or any of its related content;

- (iv) Interfere with or reverse engineer any technical implementation of the Resource Certification or otherwise compromise the security of the RPKI Services (or any part thereof);
 - (v) Monitor any technical implementation of the Resource Certification (unless you cannot be prohibited from so doing under applicable law), except upon prior written approval from ARIN (which may be withheld or denied in ARIN's sole and absolute discretion);
 - (vi) Create or attempt to create derivative works, enhancements or other modifications based on or from the RPKI Services (or any part thereof) or any of its related content, in whole or in part;
 - (vii) Disrupt or interfere with the security, access or use of the RPKI Services (or any part thereof);
 - (viii) Violate any applicable laws, statutes, rules, or regulations or any rights of any third party in connection with Your access to and/or access of the RPKI Services (or any part thereof); or
 - (ix) Assist any third party in engaging in any activity prohibited by this Agreement or any other RPKI Service Terms.
- (b) ARIN shall have the right, without liability to You, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders with respect to Your access or use of any RPKI Services, including obtaining information from ARIN regarding allegations of any prohibited conduct by You.

5. RISKS AND LIMITATIONS ON USE

- (a) You hereby acknowledge and agree that:
- (i) RPKI is an emerging security framework;
 - (ii) THERE ARE RISKS ASSOCIATED WITH THE USE OF THE RPKI SERVICES (OR ANY PART THEREOF), INCLUDING THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE ISSUED IN CONNECTION WITH THE RPKI SERVICES, 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;
 - (iii) Neither the Resource Certification nor the RPKI Services (or any part thereof) 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;
 - (iv) ARIN is not responsible for assessing the appropriateness of any use of the RPKI Services (or any part thereof);
 - (v) ARIN cannot provide any assurance that the RPKI Services (or any part thereof) will be free from risks or hackers, perpetrators or others who seek to misappropriate or engage in improper conduct with respect to the RPKI Services (or any part thereof);

(vi) Other registrants with ARIN or users of Resource Certification may have rights that may impact Your use of the RPKI Services (or any part thereof);

(vii) ARIN does not have the ability to control or influence content accessible through or facilitated by the use of the RPKI Services (or any part thereof); and

(viii) There may be other risks and/or faults with the RPKI Services (or any part thereof) as described in the other RPKI Service Terms.

(b) You shall bear all risks in connection with any and all uses and access, whether authorized or unauthorized, of the RPKI Services (or any part thereof).

6. PROPERTY RIGHTS

(a) You acknowledge and agree that ARIN retains all intellectual property rights (including patent, trademark, copyright and trade secret rights) in connection with the RPKI Services (or any part thereof), including the Resource Certification.

(b) You acknowledge and agree that: (i) nothing provided by ARIN in connection with the RPKI Services (or any part thereof), including the Resource Certification, is or will be Your property (real, personal, or intellectual); (ii) You do not and will not have or acquire, directly or indirectly, any title or property rights in or to anything provided by ARIN in connection with the RPKI Services (or any part thereof), including the Resource Certification, for any reason, whether by virtue of the RPKI Services, the RPKI Service Terms, or otherwise; and (iii) You will not attempt directly or indirectly, to obtain or assert, whether in the United States or any other jurisdiction, any patent, trademark, service mark, copyright, or any other form of intellectual, proprietary or property rights in anything provided by or on behalf of ARIN in connection with the RPKI Services (or any part thereof), including the Resource Certification.

7. BANKRUPTCY

(a) If You: (i) file any petition under any chapter of Title 11 of the United States Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) have a petition filed against You under any insolvency or bankruptcy law; or (iii) make a general assignment for the benefit of creditors, have a receiver appointed for You, or a trustee takes possession of all or substantially all of Your assets; or (iv) cease or indicate Your intent to dissolve, liquidate, or cease Your normal business operations (each of the foregoing, a "Bankruptcy Event"), and upon ARIN learning of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action to preserve its rights under this Agreement and/or its ability to provide Resource Certification or related services to other users, which actions include (A) intervening in such Bankruptcy Event and/or (B) terminating this Agreement. You hereby consent to ARIN intervening in such Bankruptcy Event and taking any and all such other actions as ARIN determines to be appropriate or lawful in connection with any Bankruptcy Event.

(b) You hereby acknowledge and agree that this Agreement is executory.

(c) In addition to Your acknowledgement and agreement under Section 7, You hereby acknowledge and agree that nothing provided by or on behalf of ARIN in connection with the RPKI Services (or any part thereof), including the Resource Certification, is or will be the property (real, personal, or intellectual) of Your bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.

(d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable

injunction to exercise ARIN's rights and remedies under this Agreement, and You shall, and hereby do, consent to such relief.

8. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

- (a) DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE RPKI SERVICES, INCLUDING THE RESOURCE CERTIFICATION, 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 THE RESOURCE CERTIFICATION OR THE RPKI SERVICES (OR ANY PART THEREOF) 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 RPKI SERVICES, RESOURCE CERTIFICATION, 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 RPKI SERVICES, ANY RESOURCE CERTIFICATION, 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 IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY YOU TO ARIN FOR THE RPKI SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

9. INDEMNIFICATION

- (a) You shall indemnify, defend, and hold harmless ARIN and its parent, subsidiaries and other affiliates, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers and members (collectively, the "Indemnified Parties") from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including, without limitation, costs and fees associated with attorneys, accountants, investigators and experts), interests, fines and penalties of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, fixed or contingent, now existing or which may hereafter accrue (collectively, "Claims") brought or asserted against any of the Indemnified Parties alleging facts or circumstances that, in any way, whether directly or indirectly, relate to arise from, or may be connected with: (i) any authorized or unauthorized use or access to the Resource Certification or the RPKI Services (or any part thereof) by You or any of Your parent, subsidiaries or other affiliates, or any of their respective predecessors, successors or assigns, or any of their respective directors, officers, managers, shareholders, members, employees,

contractors, customers, clients, partners, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them (each an "Indemnifying Party" and collectively the "Indemnifying Parties"); (ii) any authorized or unauthorized use or access to the Resource Certification or the RPKI Services (or any part thereof) by any person who acquires authorized or unauthorized use or access of the Resource Certification or RPKI Services (or any part thereof) by or through an Indemnifying Party; and/or (iii) any breach by You or any other Indemnifying Parties of this Agreement or any other RPKI Service Terms.

- (b) ARIN may, in its sole and absolute discretion, control the disposition of any Claim at Your sole cost and expense. If ARIN permits You to control the disposition of any Claim, (i) You shall keep ARIN informed of and consult with ARIN in connection with the progress of such Claim, (ii) You shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN, and (iii) ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim at Your sole cost and expense.
- (c) You shall provide written notice to ARIN promptly of the assertion against You or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim.

10. EXCULPATION AND WAIVER.

Neither You nor any of the other Indemnifying Parties will have any Claim, and You (on behalf of Yourself and the other Indemnifying Parties) hereby expressly waives and forever releases and discharges any and all Claims, against ARIN and/or any other Indemnified Parties with respect to the Resource Certification and/or the RPKI Services (or any part thereof).

11. TERM AND TERMINATION

- (a) Subject to ARIN's rights set forth in this Section 11, the term of this Agreement shall commence on the date You first receive any RPKI Service and shall remain in effect as long as You access and/or use any RPKI Services.
- (b) ARIN shall have the right, without prior notice to You, to immediately terminate this Agreement and/or Your access to and/or use of the RPKI Services (or any part thereof) for: (i) any breach or violation of this Agreement or other RPKI Service Terms by You; (ii) a duly authorized request by a law enforcement or other government agency to terminate Your access to and/or use of the RPKI Services (or any part thereof); (iii) a request by You; (iv) discontinuance or modification to the RPKI Services (or any part thereof) by ARIN; (v) technical or security issues or problems; (vi) termination of any Other Contracts; (vii) breach of any Other Contracts by You; (viii) any fraudulent or illegal activities by You; (ix) if You no longer hold any Internet number resources subject of Resource Certification; and/or (x) You fail to make any payment due to ARIN under this Agreement or any Other Contracts. In addition, ARIN shall have the right to terminate this Agreement and/or Your access to and/or use of the RPKI Services (or any part thereof) for any or no reason upon fourteen (14) days' prior notice to You.
- (c) Termination of this Agreement shall result in termination of Your access to and use of all RPKI Services.
- (d) All terminations of this Agreement and/or Your access to and/or use of the RPKI Services (or any part thereof) shall be made in ARIN's sole and absolute discretion. ARIN shall not be liable to You or any third party, including any of Your clients or customers, for any such termination.
- (e) Termination of this Agreement by ARIN does not per se terminate any Other Contracts but may constitute grounds for ARIN to do so.

- (f) Notwithstanding the termination of this Agreement and/or Your access to and/or use of the RPKI Services (or any part thereof), defined terms in this Agreement and the following sections of this Agreement will survive such termination and remain in effect: Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12.

12. GENERAL PROVISIONS.

(a) Assignment.

- (i) You may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of Your rights or obligations under it, without ARIN's prior written consent, which may be denied or withheld in ARIN's sole and absolute discretion. The event of any transaction (whether a merger, acquisition, or sale) in which Your controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Your creditors to obtain an interest in any of Your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, shall be considered an assignment and shall render this Agreement voidable at ARIN's option. Any attempt by You to assign or transfer this Agreement or any of Your rights or obligations under it, other than as provided in this Section 12(a)(i), will be of no force or effect.

- (ii) This Agreement may be assigned by ARIN in its sole and absolute discretion.

- (b) 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 party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

- (c) Entire Agreement. This Agreement and the other RPKI 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 Resource Certification or any RPKI Services (or any part thereof).

- (d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide a past or future waiver or consent.

- (e) 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.

- (f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and assigns, and with respect to You, Your permitted successors and permitted assigns.

- (g) No Third-Party Rights. This Agreement is made solely for the benefit of You and ARIN and does not, and will not, be construed to grant any rights or remedies to any other individual, person, entity, or other organization other than as expressly provided for in this Agreement.

- (h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The words “including” and “include” means “including without limitation” and “include, without limitation.” The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.
- (i) Written Notice. All “written notice” or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or international mail, return receipt requested, postage prepaid, (iii) international or national overnight courier, (iv) electronic mail, or (v) electronic messaging via ARIN Online. If You give notice to ARIN, it must use ARIN’s current address, which is currently: ARIN, Attention: Financial and Legal Services Department, PO Box 232290 Centreville, VA 20120 USA, or the following e-mail address: notice@arin.net. If ARIN provides notice to You, ARIN may use the contact information provided by You to ARIN in the Request or otherwise. Either party may change its contact information in accordance with the terms of this Paragraph. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.
- (j) Force Majeure. ARIN shall not be deemed in default hereunder, nor shall ARIN be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement 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. In the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate and prevents ARIN from performing its obligations under this Agreement, ARIN may, in its discretion, terminate this Agreement.
- (k) Governing Law, Jurisdiction, Venue and Dispute Resolution.
- (i) This Agreement and the parties’ performance under it 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.
- (ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association (“AAA”) then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA. Each party shall bear their own attorneys’ fees, and the initiating party shall initially bear the costs of the arbitration’s expenses. The Arbitrator may reallocate the costs of the arbitration’s expense between the parties, but may not reallocate legal fees incurred by the parties. The Arbitrator is permitted to assess all arbitration costs, including any legal fees incurred by the parties, against any party that has acted in bad faith during the proceeding. Any judgment upon the award rendered pursuant to the arbitration

proceeding may be entered in any court having competent jurisdiction. 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.

- (l) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.
- (m) Amendment. Subject to Section 1(c), 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.