



FACILITATOR ACCREDITATION AGREEMENT

Parties:	American Registry for Internet Numbers, Ltd. (“ARIN”) PO Box 232290 Centreville, VA 20120 USA Office Telephone: _____ Attn: _____ Email: _____ _____ _____ _____ _____ Office Telephone: _____ Attn: _____ Email: _____
Initial Term:	2 Years from Effective Date
Accreditation Fee:	\$10,000 USD

THIS ARIN Facilitator Accreditation Agreement (“Agreement”) is subject to the following Terms and Conditions and effective on the latest date signed below (“Effective Date”).

**American Registry for Internet
Numbers, Ltd.**

Facilitator

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **Term.** The Effective Date and Initial two-year Term of this Agreement are specified on the first page. At the end of the Initial Term, this Agreement shall automatically renew for an additional two-year term (hereinafter, a “Renewal Term”), subject to receipt of the Renewal Fee, unless either Party gives written notice of its intent not to renew the Agreement within 30 days of the end of the Initial Term, in accordance with the Notice requirements of Paragraph ____ below.
2. **ARIN Obligations.** During the Term of this Agreement and subject to the terms and conditions of this Agreement, Facilitator is hereby accredited by ARIN to act as an IP resources transfer facilitator.
 - 2.1. **License.** ARIN hereby grants to Facilitator a non-exclusive, world-wide, royalty-free license during the Term of this Agreement: (a) to state that it is accredited or approved as an IP resource transfer facilitator; (b) to use the ARIN Logo/Service Mark on its website with the notation of “accredited” or “approved”; and (c) to link to the appropriate pages within the ARIN website, including the list of accredited facilitators. No other use of ARIN’s name, website, logo, or service marks is licensed hereby. This license may not be assigned or sublicensed by Facilitator to any other party, including any affiliate of Facilitator.
 - 2.2. **Membership.** ARIN hereby grants to Facilitator permission for the Facilitator to become a voting member of ARIN during the term of this Agreement.
3. **Facilitator Obligations.** During the Term of this Agreement, and any Renewal Term, and subject to the terms and conditions of this Agreement, Facilitator agrees to operate as an IP resources transfer facilitator in accordance with this Agreement.
 - 3.1. **Policy Adherence.** Facilitator hereby agrees to comply with ARIN Policies, including all transfers according to ARIN’s Number Resource Policy Manual sections 8.3 and 8.4. Facilitator further agrees to acknowledge and inform any parties involved in an IP resources transfer of the requirements of compliance with ARIN Policies to complete a transfer.
 - 3.2. **Registrar Services Agreement Compliance.** Facilitator agrees to insure that IP resources transferors that are offering resources for transfer have: (a) a current, valid and fully-executed, in-force Registration Services Agreement (“RSA”); (b) a valid and fully-executed Legacy Registration Services Agreement (“LRSA”); or (c) are willing to provide a notarized Officer Attestation and Acknowledgement regarding the current status of the registration to the IP resources, the restrictions imposed upon a source of a transfer and authorization for the transfer. Facilitator will also insure that potential transferee seeking IP resources are eligible for, and willing to enter into, an ARIN RSA.
 - 3.3. **Transfer Approval.** Facilitator acknowledges and agrees that accreditation does not affect, in any way, the approval process employed by ARIN for the acceptance or rejection of any specific IP resources transfer. Each transfer is dependent upon the requirements of the transfer, the transferor, and the transferee. ARIN, in exercise of

its sole discretion, may consider each transfer on its own merits and compliance with ARIN Policies and procedures.

- 3.4. **Indemnification.** Facilitator agrees to indemnify and hold harmless ARIN and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any and all IP resource transfers involving Facilitator.
- 3.5. **Accreditation Fees.** Facilitator hereby agrees to pay an initial accreditation fee of \$10,000 for the initial two-year term of this Agreement. Facilitator further agrees to pay a bi-annual accreditation Renewal Fee of \$10,000 at the time of renewal. All fees are payable in United States dollars.
- 3.6. **Transfer Fees.** Facilitator, in an effort to expedite the efficient transfer of IP resources in any given transfer, is permitted to pay any and all transfer fees required by ARIN. All fees are payable in United States dollars.
4. **Notices.** All notices referred to in this Agreement shall be in writing and deemed received if delivered by hand or if sent by an internationally recognized overnight delivery service making receipted deliveries, addressed to ARIN or Facilitator, as the case may be, at the addresses specified on the first page.
5. **Assignment.** Neither Party may assign its rights, interests or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding, either Party may assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business assets, or in the event of its merger, consolidation, change in control or other similar transaction.
6. **Limitation of Liability.** Facilitator expressly understands and agrees that in no event shall ARIN be liable to the Facilitator for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ARIN has been advised of the possibility of such damages), or for any damages resulting from the inability to complete a transfer of IP resources.
7. **Amendment or Modification.** This Agreement may be amended or modified only by written modification duly signed by authorized representatives of both Parties. No other oral communication, email correspondence, text message, or any other written communication may amend this Agreement.
8. **Termination; Survival.** Either Party may terminate this Agreement upon notice to the other Party of the other Party's breach of this Agreement and the breaching Party's failure to cure the breach within 10 days of receipt of notice. Otherwise, either Party may terminate this Agreement upon written notice of termination at least thirty (30) days prior to the end of the Term. Upon expiration or termination of this Agreement, the provisions of paragraphs 3.5, 3.6, 4, 6, 8, and 13 shall survive.
9. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, both of which together shall constitute one and the same Agreement.

10. **Severability.** In the event that any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of the Agreement.
11. **No Agency.** Neither party is, or will be deemed to be, an agent of the other for any purpose or in any sense, as a result of any action, transaction or activity, under or in any way related to this Agreement.
12. **No Waiver.** No delay or omission by ARIN in exercising any right under this Agreement will operate as a bar or waiver of that right or any other right, or operate as an estoppel to future exercise of that right.
13. **Governing Law, Jurisdiction & Venue.** The validity, performance, construction and effect of this Agreement shall be governed by the laws of the Commonwealth of Virginia and the United States of America, without regard to choice of law provisions. 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 after thirty (30) days, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in Fairfax County, Virginia, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. A single arbiter shall be selected by the parties by striking in turn from a list of arbiters 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. Virginia law shall be controlling. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. 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.
14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, promises, covenants, arrangements, non-disclosure agreements, communications, representations and warranties, whether oral or written, by any officer, employee or representative of either Party.
15. **Third Party Rights.** Any person who is not a party to this Agreement shall not be a beneficiary or have any rights to enforce any term of this Agreement.

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