

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
~~LEGACY~~
REGISTRATION SERVICES AGREEMENT

This ~~LEGACY~~ REGISTRATION SERVICES AGREEMENT ("~~Legacy~~ Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and _____ ("~~Legacy Holder~~"), which holds the ~~specifically enumerated number resources listed in Attachment A ("Included Number Resources~~ _____, ("~~Holder~~").

1. INTRODUCTION

(a) ~~ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean, and.~~ **ARIN** is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) ~~For purposes of this Legacy Agreement, (i) the term "Included Number Resources" means the Internet number resources, which include without limitation registration rights for Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN's inception on December 22, 1997 ("Legacy Number Resources") and specifically identified by Holder as subject to this Agreement; and, (ii) the term "Services" means the services that ARIN provides pursuant to this Legacy Agreement with respect to the Included Number Resources and may include to Holder, including, without limitation, the inclusion of the registry entries for legacy IP address space and/or Autonomous System numbers ("ASNs") previously issued to Legacy Holder in the ARIN "WHOIS" registry database ASN's, reverse name service on network blocks, Resource Public Key Infrastructure ("RPKI"), maintenance of resource records, and administration of IP address space related to Included Number Resources issued prior to ARIN's inception on December 22, 1997 in its service area. Reference; and (iii) any reference to "number resources" shall mean IP address space and ASNs. The term "Services" shall expressly exclude services provided to, or used by, Legacy Holder for any registrations of number resources other than the Included Number Resources both IP address space and ASN's.~~

~~2. The~~ (c) **In addition to the Agreement, the** Services are subject to the terms and conditions of

(a) ~~this Legacy Agreement and ARIN's Number Resource Policy Manual, Guidelines, and Procedures (as amended, supplemented, or otherwise modified as provided under Section 5), and other policies, guidelines and procedures as may be adopted by ARIN as further described below in Section 6 (collectively, the "Policies") that are or will be and published by ARIN on ARIN's Website located at http://www.arin.net" (the "Website"). This Agreement and the Policies, each as may be modified from time to time as provided in Section 2(b), are referred to collectively as the "Service Terms." In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail but solely to the extent of the inconsistency. This Agreement supersedes any prior or contemporaneous agreement between Holder and ARIN for Included Number Resources.~~

(b) ~~d) 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 Service Terms Policies at any time and from time to time, including the right to implement new Service Terms Policies and/or make some or all Service Terms Policies obsolete (collectively, "Term Modifications"). ARIN will provide notification written notice (pursuant to Section 14(i)) of such Term Modifications to Legacy Policy changes to Holder via electronic mail. ARIN will also post such Term Modifications publish Policy changes on its Website. Such Term Modifications will be Policy changes are effective immediately and binding on Legacy Holder after ARIN provides Legacy upon the earlier of ARIN's notice to Holder with electronic mail notification thereof or after such Term Modifications are posted publication on ARIN's Website, at which time the Terms Modifications Policy changes shall constitute a part of the Service Terms Legacy Policies. Holder's continued access to or use of any Services after such notice or publication constitutes Legacy Holder's acceptance of~~

such ~~Term Modifications~~Policy changes.

~~(c) Except for Section 7,e) ARIN may only modify the terms of this Legacy Agreement only covers the Included Number Resources. Any other number resources held by under the Legacy Holder pursuant~~following circumstances:

(1) The Board finds an immediate and compelling need to ~~an existing Registration Services amend the~~ Agreement (“RSA”)due to a definable, discrete, identifiable change in relevant statute or ~~not described herein are not covered by~~ caselaw; or

(2) Upon recommendation of the Board and ratification by Member vote.

Upon ARIN changing the terms of this Legacy Agreement; ~~provided, however, Section 7 of this,~~ ARIN will provide notice of change in writing delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier. The effective date of such a change shall be no earlier than 90 days from the notice. ARIN will also publish the revised terms of the Agreement ~~applies to all number resources held by Legacy Holder~~ on its Website. Holder’s continued access to or use of any Services after such notice or publication constitutes Holder’s acceptance of the revised terms.

3

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, ~~Legacy~~Holder must comply with the Service Terms. ~~In the event of any inconsistency between the Policies and this Legacy Agreement, the terms of this Legacy Agreement will prevail.~~

(b) ~~Provision of Services and Rights.~~ Subject to ~~Legacy~~ Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 54), ARIN shall (i) provide the Services to ~~Legacy~~Holder in accordance with the Service Terms and (ii) grant to ~~Legacy~~Holder **the** following specified rights:

- (1) ~~(1)~~The exclusive right to be the registrant of the Included ~~Numbers~~**Number** Resources within the ARIN database;
- (2) ~~(2)~~The right to use the Included ~~Numbers~~**Number** Resources within the ARIN database; and
- (3) ~~(3)~~The right to transfer the registration of the Included Number Resources pursuant to the Policies.

~~Legacy~~Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact ~~Legacy~~Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into **the** public ~~portion~~**portions** of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. ~~Legacy~~Holder has completed an application provided by ARIN for one or more Services ~~-(the-~~ "Application"). ~~Legacy~~Holder must ~~-(i)-~~ promptly notify ARIN if any information provided in the Application changes during the term of this ~~Legacy~~Agreement, and (ii) **make reasonable efforts to** promptly, accurately, and completely ~~respond~~**provide any information or cooperation required pursuant to the Service Terms or in response** to any inquiry **or request** made to ~~Legacy~~Holder by ARIN during the term of this ~~Legacy~~Agreement. In addition, ~~Legacy~~Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to ~~Legacy~~Holder. If ~~Legacy~~Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating ~~Legacy~~Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

(d) ~~Prohibited Conduct By~~ ~~Legacy~~Holder. In using any of the Services, ~~Legacy~~Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; ~~-(ii)~~ violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.

(e) ~~Cooperation With Government Authority.~~ ARIN shall have the right, without liability or notice to ~~Legacy~~Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders **("Orders")** with respect to ~~Legacy~~Holder's use of any Service. ARIN shall have the right, without liability or notice to ~~Legacy~~Holder, to follow any ~~court order or direction from a governmental authority~~**Order** concerning any number resources or ~~Legacy~~Holder's use of any Service, including an ~~order~~**Order** to stop any Service or to terminate this Agreement. **ARIN shall, when legally permitted and to the extent allowed by an Order, notify Holder within a reasonable amount of time after receipt of an Order.**

(f) ~~Content Control.~~ ~~Legacy~~Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

4.3. USE OF THE ARIN DATABASE

(a) ~~Authorization.~~ The Administrative Point of Contact ~~-(“POC”)~~ ~~-will~~ be an employee designated by ~~Legacy~~Holder who will be the principal point of contact between ~~Legacy~~Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of ~~Legacy~~Holder with authority to modify the Included Number Resources in the ARIN registry database **(“Authority”)**. The Administrative POC will also facilitate ~~Legacy~~Holder's

compliance with the terms and conditions of this Section ~~4. Legacy~~**3. Upon ARIN's request**, Holder will promptly provide ARIN with ~~all~~**accurate** documentation and information regarding the **identity of the Administrative POC and any other POCs that ARIN requests. Legacy**with the authority to act on **behalf of Holder**. Holder must notify ARIN ~~immediately~~**promptly** if: (i) the relationship between a POC and ~~Legacy~~Holder is terminated; (ii) a POC's Authority is to be revoked; (iii)~~Legacy~~ Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; **or** (iv) ~~Legacy Holder has any reason to believe that a POC should not be trusted with respect to the ARIN registry database or any Services; or (v) if Legacy~~if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section ~~43(a)~~ must be given by e-mail to ~~hostmaster@arin.net~~ **hostmaster@arin.net** or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) ~~Responsibility for Directory Services Data. Legacy~~Holder is responsible for the timely and accurate maintenance of directory services data (WHOIS) **with respect to the Included Number Resources**, as well as data concerning any organization to which ~~Legacy~~Holder further sub-delegates ~~number resources~~**the Included Number Resources**.

(c) ~~Legacy~~ Holder Liability for Acts and Omissions.~~Legacy~~ Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of ~~Legacy~~Holder, whether or not authorized in law or in fact. ~~Legacy~~Holder is solely and exclusively responsible for the security of its access to and use of ~~number resources~~**Included Number Resources** in the ARIN registry database, and **for** any loss or damage that ~~Legacy~~Holder suffers based on ~~any~~**its** access ~~thereto~~ or use ~~thereof~~**of the ARIN registry database**.

~~5. APPLICABLE~~**4. FEES AND PAYMENTS REGARDING INCLUDED RESOURCES**

(a) ~~Legacy Maintenance Fee. The Legacy Maintenance Fee pursuant~~**Fee Schedule. As a condition precedent to this Legacy Agreement shall be \$100 per year until January 1, 2013. After that date, Legacy**ARIN's duty to provide any **Services**, Holder shall ~~be required to pay~~ ARIN **for providing the currently**Services in accordance with **ARIN's Fee Schedule for Included Number Resources, which is available on the Website. ARIN will have the right to change the Fee Schedule** applicable ~~Legacy Maintenance Fee as currently~~to one or more **Services, which change will be** posted on ARIN's Website. ARIN will send an invoice to prompt such payment before the due date. ARIN may increase the ~~Legacy Maintenance Fee after December 31, 2013~~**the Website**, provided that ~~(i) the Legacy Maintenance Fee~~**ARIN must set its fees in an open and transparent manner through the ARIN community consultation process. Legacy maintenance fees** cannot exceed the ~~maintenance fee~~**fees** charged to comparable non-legacy holders for ~~the maintenance service~~**registration services** as set forth in ARIN's ~~Standard Fee Schedule as posted on ARIN's Website~~ for comparable number resources, ~~and (ii) ARIN must set these fees in an open and transparent manner through the ARIN community consultation process. The Legacy Maintenance Fee will be waived through the year 2013 if Legacy Holder has returned a portion of its Included Number Resources.~~

(b) **Initial Fees in Advance of Service. Prior to ARIN providing Holder with Services, Holder shall pay ARIN any applicable "initial fees" as set forth in the Fee Schedule, as well as described by ARIN's then current Policies. ARIN shall accept the return of any IPv4 address blocks with a prefix size of /24 or shorter.any presently outstanding fees due to ARIN.**

~~(b) Maintenance~~**(c) Fee Notices and Outcomes. Legacy**Holder will be notified in writing by an invoice from ARIN to pay its ~~annual maintenance fee~~**fees**. Such invoice will be sent ~~approximately~~ at least 30 days before ~~it~~**payment** is due. If ~~Legacy~~Holder does not pay the ~~Legacy Maintenance Fee or other fees payable~~**fees due** to ARIN under this ~~Legacy~~Agreement when due, ARIN shall provide a second written ~~notification~~**notice** to the ~~Legacy~~Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If ~~Legacy~~Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after ~~ARIN provides the date of~~ such Delinquency Notice, ARIN shall provide ~~Legacy~~Holder with a final delinquency ~~written notice, by e-mail and postal mail, and attempt~~**make reasonable efforts** to reach **Holder** telephonically (the "Final Delinquency Notice"). If, for any reason, ~~Legacy~~Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice ~~or ARIN is unable to contact Legacy Holder within thirty (30) days after ARIN provides the Final Delinquency Notice~~, ARIN has the right to: (i) stop providing Services, and/or (ii) ~~after a total of~~ **if any invoice**

remains unpaid six (6) months after **the fee payment** was due, terminate this **Legacy** Agreement and revoke the Included Number Resources. If the Services **were** stopped ~~pursuant to Section 5(b)(i), Legacy~~, Holder may have the Services restored if it brings its account current before revocation. ~~Any Included Number Resources revoked pursuant to Section 5(b)(ii) shall be held by ARIN for not less than three (3) months from the date of revocation before they are reissued.~~ To the extent the Included Number Resources have been revoked but not reissued by ARIN, **Legacy** Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its **Legacy** Fee Schedule, and signs the then-current **Legacy** Registration Services Agreement.

~~(e)~~ **d**) No Refunds. All fees paid by **Legacy** Holder to ARIN are **deemed fully earned upon receipt and are** nonrefundable.

65. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies ~~-(which once amended or implemented, will be considered becomes part of the Policies), or make certain~~ **revoke existing** Policies ~~obsolete~~. Such amendments or new Policies shall be binding upon **Legacy** Holder immediately ~~after they are posted upon publication~~ on ARIN's Website. **Legacy** Holder acknowledges and agrees ~~it has read, understands, and agrees to be bound by and comply with the Policies, (as may be amended or implemented, from time to time),~~ except to the extent ~~these~~ **the** Policies conflict with the terms of this **Legacy** Agreement.

76. REVIEW OF **LEGACY** HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by **Legacy** Holder, ARIN may review **Legacy** Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if **Legacy** Holder is complying with the Service Terms. Except as set forth in this **Legacy** Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the **Legacy** Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this **Legacy** Agreement due to lack of utilization by **Legacy** Holder. However, ARIN may refuse to permit transfers ~~to Legacy Holder~~ or additional allocations of number resources **to Holder** if **Legacy** Holder's Included Number Resources are not utilized in accordance with Policy.

87. NO PROPERTY RIGHTS

Legacy Holder acknowledges and agrees that: ~~(a) the number resources~~ **Included Number Resources** are not property ~~-(real, personal, or intellectual) of Legacy Holder; (b) Legacy Holder does not and will not have or acquire any property rights in or to any number resources for any reason, including but not limited to, by virtue of this Legacy Agreement or the prior issuance of any number resources to it or any access or use thereof by Legacy Holder; (c) Legacy Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark, copyright, or any other form of intellectual, proprietary, or property rights in any number resources in the United States or any other country; -and (d) Legacy Holder will transfer or receive number resources~~ **Included Number Resources** in accordance with the Policies.

98. IMPACT OF VOLUNTARY RETURN OF ~~INCLUDED~~ NUMBER RESOURCES

Legacy Holder may voluntarily return to ARIN any portion of the Included Number Resources. If **Legacy** Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

109. REPRESENTATIONS AND WARRANTIES

~~(a) By Each Party.~~ Each party represents and warrants to the other party that: ~~(i) it has the full power and authority to enter into and perform its obligations under this Legacy Agreement, (ii) ; (b) the assent to and performance by it of its obligations under this Legacy Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any; (c) it will comply with this Agreement, the Policies and all applicable laws, regulations, or rules, and (iii) (d) this Legacy Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Legacy Agreement, enforceable in accordance with its terms and conditions.~~

~~(b) By Legacy Holder, Legacy Holder hereby represents, warrants and covenants to ARIN that Legacy Holder will comply with the Service Terms and all applicable laws, rules, and regulations in its use of any and all Services.~~

~~11.10.~~ 10. BANKRUPTCY

(a) ~~If Legacy Holder:~~ (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Legacy Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Legacy Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Legacy Agreement, including, but not limited to, ARIN's rights under Section ~~8. Legacy~~ 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Legacy Agreement, including, but not limited to, Section ~~87~~.

(b) ~~Legacy~~ Holder acknowledges and agrees that this Legacy Agreement is executory.

(c) ~~Legacy~~ Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of ~~Legacy~~ Holder's 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 Legacy 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 Legacy Agreement, and ~~Legacy~~ Holder shall, and hereby does, consent to such relief.

~~12.11.~~ 11. INDEMNIFICATION

(a) ~~Legacy~~ Holder 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 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 **by a third party** against any of the Indemnified Parties alleging facts or circumstances that, ~~in any way, whether~~ directly or indirectly, relate to, ~~or~~ arise from, ~~or may be connected~~ **in connection** with: (1) any authorized or unauthorized access to or use of any Service or any Included Number Resources by ~~Legacy~~ Holder or any of ~~Legacy~~ Holder's ~~parent, subsidiaries or other affiliates~~, or any of their respective predecessors, successors ~~or assigns~~, or any of their respective ~~directors, officers, managers, shareholders, members, partners, employees, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them~~ (each ~~an "Indemnifying, a "Holder~~ **Party** and collectively the **"Indemnifying Holder Parties"**); (2) any authorized or unauthorized access to or use of the any Service or any Included Number Resources by any person who acquired authorized or unauthorized access to or use of any Service or any Included Number Resources by or through ~~an Indemnifying a Holder~~ **Party**; and/or (3) any breach ~~by Legacy Holder or any other Indemnifying Parties~~ of any Service Terms **by Holder or any other Holder Party**.

~~(b) ARIN may, in its sole and absolute discretion, control the disposition of any Claim at Legacy Holder's sole cost and expense. If ARIN permits Legacy Holder to control the disposition of any Claim, (1) Legacy~~ **(b)** Holder shall keep ARIN informed of and consult with ARIN in connection with the progress of **any** such Claim, ~~(2) Legacy~~. Holder shall not settle, compromise, or in any other manner dispose of

any Claim without the prior written consent of ARIN, ~~and (3).~~ **Holder shall not engage in any action or omit to take any action in connection with any Claim that would likely result in harm or have an adverse consequence to ARIN, any of ARIN's rights pursuant to any Service Terms, or any Included Number Resources or other number resources.** ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim ~~at Legacy.~~ **Holder may retain counsel to defend against any Claims provided Holder may retain such counsel only upon prior written approval by ARIN, such approval not to be unreasonably withheld. If, in ARIN's reasonable judgment, (i) a potential or actual conflict exists or arises between the interest of ARIN and Holder in any such Claim or (ii) Holder fails to diligently and fully perform its obligations under this Section 11, ARIN shall have the right to (i) retain its own counsel, whose reasonable fees and costs will be paid by Holder, to defend the Indemnified Parties and (ii) control the disposition of any Claim at Holder's sole cost and expense.**

(c) ~~Legacy~~ Holder shall provide written notice to ARIN promptly of the assertion against ~~Legacy~~ Holder 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, **alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.**

~~13.12.~~ 12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) ~~DISCLAIMER OF WARRANTIES.~~ ~~LEGACY~~ HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" ~~BASIS~~ WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. **EXCEPT AS PROVIDED IN SECTION 9 (REPRESENTATIONS AND WARRANTIES) ABOVE,** ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, 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. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY ~~LEGACY~~ HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) ~~WILL MEET LEGACY~~ HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE ~~LEGACY~~ THAT HOLDER USES.

(b) ~~EXCLUSION OF LIABILITIES AND DAMAGES.~~ NOTWITHSTANDING ~~ANYTHING~~ TO THE CONTRARY, **ARIN NEITHER PARTY** WILL ~~NOT~~ BE LIABLE TO ~~LEGACY HOLDER~~ **THE OTHER** OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF ~~LEGACY~~ HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, ~~LOST DATA,~~ OR LOSS OF GOODWILL) ~~ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF LEGACY HOLDER~~ **THE OTHER PARTY** IS 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 A PARTY'S** LIABILITY TO ~~LEGACY HOLDER~~ **THE OTHER PARTY** OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF ~~LEGACY~~ HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY ~~LEGACY~~ HOLDER ~~TO ARIN FOR THE 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).

~~(d) EXCULPATION AND WAIVER. NEITHER LEGACY HOLDER NOR ANY OF THE~~

~~OTHER INDEMNIFYING PARTIES WILL HAVE ANY CLAIM, AND LEGACY HOLDER (ON BEHALF OF ITSELF 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 ANY SERVICE OR ANY INCLUDED NUMBER RESOURCES.~~

~~14.~~

13. TERM AND TERMINATION.

(a) ~~Term.~~ Unless earlier terminated in accordance with the termination provisions of this ~~Legacy~~ Agreement, the term of this ~~Legacy~~ Agreement shall commence on the date ~~Legacy~~ Holder first receives any Service and shall continue ~~for one (1) year thereafter. This Legacy Agreement shall renew automatically unless earlier~~ until terminated in accordance with the termination provisions of this ~~Legacy~~ Agreement or if ~~Legacy~~ Holder gives written notice **of termination** to ARIN ~~of its desire not to renew this Legacy Agreement.~~

(b) ~~Termination or~~ Suspension of Services **or Termination of Agreement** for Cause by ARIN. ARIN shall have the right to ~~stop~~**suspend** Services ~~pursuant to a breach without notice to Holder if Holder breaches any~~ of Sections ~~3-2(c), 3-2(e), 4 or 57.~~ In addition, ARIN may ~~exercise its judgment to immediately stop~~**suspend** Services upon written notice to ~~Legacy Holder if Legacy Holder breaches Sections 3(d) 4(c), 8,~~ **Holder pursuant to Section 2(e) or 12 if Holder breaches Section 2(d) or Section 11. Upon ARIN's written notice to Holder,** ARIN shall have the right to immediately terminate this Agreement for cause ~~upon ARIN's written notice to Legacy Holder~~ for: (i) ~~Legacy Holder's failure to pay fees pursuant to Section 54;~~ (ii) ~~Legacy Holder's breach of Section 3(c);~~ (iii) ~~Legacy Holder's material~~ **breach of Section 3-2(c), Section 2(d);** or (iv) ~~Section 7;~~ **or (iv) pursuant to Section 3-2(e). Without limiting ARIN's right to terminate this Agreement in the preceding sentence, if Legacy Holder breaches any other provision of this Legacy Agreement and such breach remains uncured by Legacy Holder (as determined by ARIN in its reasonable determination after) for sixty (60) days following ARIN's written notice to Legacy Holder after the date of such ARIN's written notice of the breach, ARIN shall have the right to terminate this Legacy Agreement for cause. Legacy Holder may utilize Section 4-514(k) to dispute any ARIN termination or suspension of Services.**

(c) ~~Termination for Cause by Legacy Holder. Legacy Holder shall have the right to seek to.~~ **Holder may** terminate this ~~Legacy~~ Agreement for cause, by giving written notice thereof to ARIN ~~and complying first with Section 15(k),~~ if: ~~(i) ARIN materially breaches this Legacy Agreement and such material breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Legacy Holder;~~ (ii) ARIN refuses to provide the Services with respect to ~~Legacy Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Legacy Agreement pursuant to Section 14(b);~~ **as permitted herein;** (iii) ARIN enforces any Policy against ~~Legacy Holder which has been applied in violation of Section 6 this Agreement and does not remedy any material adverse effect caused by such action within sixty (60) days' after written notice thereof;~~ or (iv) ARIN assesses a ~~Legacy Maintenance Fee in violation of Section 5(a).4(a) and does not cure such violation within sixty (60) days' after written notice thereof.~~ If ARIN formally disputes ~~Legacy Holder's right to terminate this Legacy Agreement,~~ ARIN shall respond in writing to ~~Legacy Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Legacy Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 15-14(k). If the Legacy Holder still seeks to terminate this Legacy Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 15-14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Legacy Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Legacy Agreement, and the Included Number Resources will resume the status they had prior to this Legacy Agreement.~~

(d) ~~Voluntary Termination by Legacy Holder with Return of Included Number Resources to ARIN. Legacy Holder shall have the right to terminate this Legacy Agreement at any time if it returns to ARIN, without limitation, all rights to Included Number Resources. If Legacy Holder wishes to terminate this Legacy Agreement in accordance with this Section 14-13(d), the Legacy Holder must submit written~~

notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.

(e) ~~Effect of Termination.~~ Except as described in Section ~~4413~~(c) and ~~4514~~(k), if this ~~Legacy~~ Agreement ~~expires or~~ is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) ~~Legacy~~ Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of ~~expiration or~~ termination.

(f) ~~Survival.~~ The defined terms and the following sections of this ~~Legacy~~ Agreement, **as well as any other provision which by its nature survives termination**, will survive termination ~~or expiration~~ of this ~~Legacy~~ Agreement and remain in effect: ~~3(e), 3(d), 32(e), 32(f), 4(e), 5(a), 5(e), 8d), 7, 10, 11, 12, 13, 14(e), 1413(f) and 1514.~~

~~15.14.~~ GENERAL PROVISIONS-

(a) ~~Assignment.~~

(i) ~~Legacy~~ Holder may not assign or transfer, whether voluntarily or by operation of law, this ~~Legacy~~ Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction ~~-(whether a merger, acquisition, or sale)~~ in which ~~Legacy~~ Holder's controlling managerial and/or voting interest changes during the term of this ~~Legacy~~ Agreement shall be considered an assignment. Any attempt by ~~Legacy~~ Holder to assign or transfer this ~~Legacy~~ Agreement or any rights or obligations under it, other than as provided in this Section ~~4514~~(a)(i), will be of no force or effect.

(ii) ~~ARIN~~ shall have the right to freely assign this ~~Legacy~~ Agreement upon written notice to ~~Legacy~~ Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this ~~Legacy~~ Agreement.

(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 ~~Legacy~~ Agreement.

(c) ~~Entire Agreement.~~ This ~~Legacy~~ Agreement and the Policies ~~-(which are hereby incorporated by reference to the extent they do not conflict with this Legacy 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 Included Number Resources or any Services which are the subject matter of this Legacy Agreement.~~ All other ~~RSAs~~ agreements between ~~Legacy~~ Holder and ARIN for number resources ~~from ARIN~~ (other than the Included Number Resources or any Services); **associated with such number resources**, if any, remain unchanged by this ~~Legacy~~ Agreement.

(d) ~~Waiver.~~ No waiver of any provision or consent to any action under this ~~Legacy~~ 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 past or future a waiver or consent.

(e) ~~Severability.~~ If any provision of this ~~Legacy~~ 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 ~~Legacy~~ Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this ~~Legacy~~ 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 ~~Legacy~~ Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to ~~Legacy~~ Holder, its permitted successors and permitted assigns.

(g) ~~No Third-Party Rights.~~ This ~~Legacy~~ Agreement is made solely for the benefit of the parties and does

not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this ~~Legacy~~ Agreement.

(h) ~~Construction.~~ This ~~Legacy~~ Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word ~~“including”~~ ~~means~~ ~~“including, without limitation.”~~ The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this ~~Legacy~~ Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this ~~Legacy~~ Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this ~~Legacy~~ 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 ~~Legacy~~ 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) reputable overnight courier, (iv) electronic mail, (v) ~~facsimile, or (vi)~~ **electronic messaging via ARIN Online, or (vi) facsimile.** If ~~Legacy~~ Holder gives notice to ARIN, it must use ARIN’s current address, which is currently: ARIN, Attention: Financial and Legal Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. **ARIN shall update Holder with any changes to this address by written notice pursuant to this Section.** If ARIN provides notice to ~~Legacy~~ Holder, ARIN must use the contact information provided by ~~Legacy~~ Holder to ARIN during the application process or other contact information provided by ~~Legacy~~ Holder in accordance with the terms of this Section. 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.~~ Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this ~~Legacy~~ Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, 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- **or any event similar to the foregoing (each a “Force Majeure Event”).** In the event a ~~force majeure event~~ **Force Majeure Event** extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this ~~Legacy~~ Agreement, the other party may, in its discretion, terminate this ~~Legacy~~ Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this ~~Legacy~~ Agreement, ARIN will cease to provide Services under this ~~Legacy~~ Agreement and the Included Number Resources will resume the status they had prior to this ~~Legacy~~ Agreement.

(k) ~~Governing Law, Jurisdiction, Venue and Dispute Resolution.~~

(i) ~~This Legacy 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 Legacy 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 that upon the request of either party any unresolved dispute(s) shall be submitted to binding and final arbitration for resolution.~~ If ~~Legacy~~ Holder’s principal place of business is in the United States, 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. If the ~~Legacy~~ Holder’s principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then

in effect. If ~~Legacy~~ Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the 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 or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. 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 the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia 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~~; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

(iii) If ~~Legacy~~ Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this ~~Legacy~~ Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this ~~Legacy~~ Agreement shall also be governed pursuant to ~~the~~ such laws. If there is a dispute regarding applicability of such laws to this ~~Legacy~~ Agreement, it shall be resolved in accordance with Section ~~15~~**14**(k)(ii).

(l) ~~Subsequent~~ ~~Version(s)~~. If any subsequent ~~version(s)~~ ~~of the Legacy Registration Services Agreement~~ is authorized by ARIN, the parties may choose to substitute a signed copy of the then-existing subsequent version, with all its terms, instead of this ~~Legacy~~ Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a ~~Legacy~~ Holder who has signed this ~~Legacy~~ Agreement to engage in any subsequent version.

(m) Expenses. Except as specifically set forth in this ~~Legacy~~ Agreement, the parties agree to pay their own expenses related to this ~~Legacy~~ Agreement.

(n) ~~Amendment~~. Except as set forth in Section ~~2(b)(d)~~, no amendment of any provision of this ~~Legacy~~ Agreement shall be valid unless ~~the same shall be~~ in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this ~~Legacy~~ Agreement.

(o) ~~Execution~~. This ~~Legacy~~ Agreement may be executed by a party's signature and copies of this ~~Legacy~~ Agreement so executed and delivered shall have the same force and effect as an original. This ~~Legacy~~ Agreement may be executed in two **(2)** or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

~~Legacy Holder~~

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each party hereby accepts, without modification, all of the terms and conditions of this ~~Legacy~~ Registration Services Agreement.

Agreed: (This section to be completed by Holder)	Authorized Officer
Legal Name of Company (Holder):	Name (Print):
D/B/A (if any):	Title (Print):
ORG ID:	Signature:
Ticket Number:	Date:
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer
Name (Print):	Phone:
Title (Print):	E-Mail:
Phone:	Street Address:
E-Mail:	City and State:
Street Address	Postal Code:
City and State	Country:
Postal Code:	
Country:	

**American Registry for Internet Numbers, LTD.
By: (This section to be completed by ARIN)**

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

~~Attachment A~~
~~Included Number Resources~~