

AGREEMENT FOR BULK ACCESS TO THE RIPE DATABASE

THE UNDERSIGNED:

Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, having its registered office at Singel 258, (1016 AB) Amsterdam, The Netherlands, registered with the Amsterdam Chamber of Commerce under no. 40539632 (hereinafter: "RIPE NCC")

And

[name of organisation], [address of organisation], [legal form of organisation], [registered with] (hereinafter: "Customer")

WHEREAS:

- I. The RIPE NCC is a Regional Internet Registry (RIR) and the data controller of the RIPE Database;
- II. The Customer wishes to obtain a copy of the RIPE Database;
- III. The RIPE NCC and the Customer have agreed that the RIPE NCC will make part of the data of the RIPE Database available for downloading to the Customer under the conditions and provisions as set forth hereunder;
- IV. It is understood that the part of the data of the RIPE Database that is made available pursuant to this Agreement does not contain data pertaining to natural persons, such as names and (email) addresses of natural persons/registrants or of technical and administrative contacts of persons/registrants.

AGREE AS FOLLOWS:

1. In this Agreement the term 'RIPE Database' and 'RIPE NRTM Database' shall be understood to mean as defined in the RIPE Database Bulk Access Terms and Conditions (hereinafter: the Terms and Conditions).
2. Subject to the provisions below and the Terms and Conditions, the RIPE NCC hereby grants the Customer a non-exclusive and non-transferable license to access and download the RIPE NRTM Database and use and store the data contained therein exclusively for the following purposes:
 - a. [Customer should indicate the purposes for which it will use the data and whether or not the data will be made available to any third party]
 - b.
 - c.
3. RIPE NCC shall make the RIPE NRTM Database and the data contained therein available to the Customer in a manner that a near real time version thereof can be downloaded by the Customer at any point in time individually chosen by the Customer.

4. The Customer shall pay to the RIPE NCC an annual administration fee of EUR 250 (two hundred and fifty euro) for the making available of the RIPE NRTM Database and the data contained therein.
5. The Customer acknowledges and accepts that the Agreement and the Terms and conditions may be amended by the RIPE NCC. The RIPE NCC shall notify the Customer at least one month prior to any such amendment or supplement coming into effect.
6. This Agreement, including the Terms and Conditions, replaces any and all existing agreements between the RIPE NCC and the Customer with regard to bulk access to the RIPE Database and/or the RIPE NRTM Database.

Your IP address to receive the data stream:

Thus agreed and signed in duplicate by persons authorised to represent both parties:

RIPE NCC

Place:

Date:

Name of authorised person

Axel Pawlik

Function

Managing Director

Signature

Customer

Place:

Date:

Authorised person

Function

Signature

Please return a signed copy of the Agreement and a copy of an extract from the Commercial Trade Register or an equivalent document proving the registration of Customer's business with the national authorities.

RIPE Database Bulk Access Terms and Conditions

The RIPE NCC Terms and Conditions for bulk access to the RIPE Database (hereinafter: the 'Terms and conditions') shall apply to the Agreement for Bulk Access to the RIPE Database (hereinafter: the 'Agreement').

Article 1 - Definitions

In these Terms and Conditions, the terms below shall be understood to have the following meanings:

RIPE NCC - Réseaux IP Européens Network Coordination Centre, a membership association under Dutch law, operating from its registered office in Amsterdam, the Netherlands.

Customer - A natural person or a legal entity that has entered into the Agreement with the RIPE NCC.

RIPE Database – the publicly available data collection of Internet Resource Registrations and Internet Routing Registrations accessible via <http://www.ripe.net>

RIPE NRTM Database – a near real time and downloadable copy of the RIPE Database and any NRTM data updates received following the download, in which all data regarding natural persons such as names and addresses of technical or administrative contacts of registrants or in case the registrant is a natural person, the name and address of the registrant have been encoded in a manner that such natural persons are no longer directly identifiable.

Telecommunications Infrastructure - The infrastructure that facilitates the carriage of signals between defined network termination points via cable connections, microwave systems, optical or other electro-magnetic means.

Article 2 - General

2.1 The Agreement between the RIPE NCC and a Customer shall come into effect by means of an offer and an acceptance.

2.2 The Customer shall ensure to send the RIPE NCC at least one hard copy of the Agreement, signed by an authorised representative of the Customer, as well as an extract from the Commercial Trade Register or equivalent document proving the registration of the Customer's business with the national authorities. The RIPE NCC shall not make the RIPE NRTM Database available for downloading until these documents have been received and accepted.

2.3 The RIPE NCC reserves the right to amend and/or supplement the Terms and Conditions. The RIPE NCC shall notify the Customer at least one month prior to any such amendment or supplement coming into effect.

Article 3 – Use of the RIPE NRTM Database

3.1 The Customer shall use the RIPE NRTM Database and the data contained therein only for the purposes as set forth in the Agreement. The RIPE NRTM Database nor the data contained therein shall be used for advertising, direct marketing, marketing research or similar purposes.

3.2 The Customer shall not transfer or make available the RIPE NRTM Database and or the data contained therein to any third party, unless the Agreement provides for such transfer or making available or the RIPE NCC has given his prior written consent for such transfer or making available.

3.3 The Customer shall not reformat or otherwise change the RIPE NRTM Database in any manner that makes the data contained therein invalid or inaccurate.

3.4 The RIPE NRTM Database made available to the Customer by the RIPE NCC does not include any custom software or proprietary database engine with which to utilise the data.

Article 4 - Payment

4.1 The Customer shall owe the RIPE NCC an annual administration fee to the amount as set forth in the Agreement.

4.2 The Customer shall make the payment of the annual administration fee to the RIPE NCC within 30 days of date of invoice, failing which the Customer shall be in default with no notice of default being required.

4.3 With effect from the day on which the Customer defaults on its payment obligations, the Customer shall owe the RIPE NCC the statutory rate of interest on the amounts unpaid as well as a late payment fee. In addition, the Customer shall reimburse the RIPE NCC for the extra-judicial collection costs, without prejudice to any other of the RIPE NCC's rights which it may invoke against the Customer in connection with the latter's failure to effect (timely) payment.

4.4 The Customer may not postpone its payment obligations or offset any of its own claims against the RIPE NCC.

Article 5 – Liability

5.1 The Customer shall be responsible for all aspects of its use of the RIPE NRTM Database and the data contained therein.

5.2 The RIPE NCC excludes all liability for any direct or indirect damages, including, but not limited to damages to the Customer's business, loss of profit, damages to third parties, personal injury or damages to property, except in cases involving wilful misconduct or gross negligence on the part of the RIPE NCC or its management.

5.3 Although the RIPE NCC shall use reasonable efforts to ensure that the RIPE NRTM Database can be downloaded by the Customer at any time, the RIPE NCC shall not be liable for any damages caused by a failure to do so.

5.4 The RIPE NCC shall, in any event, not be liable for inaccuracies or omissions or false data in the RIPE NRTM Database.

5.5 The RIPE NCC shall, in any event, not be liable for damages caused by (the incorrect) operation of the (external) Telecommunications Infrastructure and related peripheral equipment necessary for the making available of the RIPE NRTM Database and the data contained therein.

5.6 The RIPE NCC shall, in any event, not be liable for non-performance or damages due to force majeure, including but not limited to industrial action, strikes, occupations and sit-ins, blockades,

embargoes, governmental measures, denial of service attacks, war, revolutions or comparable situations, power failures, defects in electronic lines of communication, fire, explosions, damage caused by water, floods and earthquakes.

5.7 The Customer shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Customer's use of the RIPE NRTM Database.

Article 6 – Term and Termination

6.1 The Agreement shall commence on the day of signing of the Agreement by both parties, and shall continue for one year and from year to year thereafter until or unless terminated by either party giving to the other not less than one (1) month prior written notice, subject always to prior termination as hereinafter specified.

6.2 The RIPE NCC shall be entitled to terminate the Agreement with immediate effect, without being liable to pay damages to the Customer and without prejudice to the RIPE NCC's right to claim (additional) damages from the Customer:

- a. if an application has been or is filed for the Customer's bankruptcy or for a suspension of payments (moratorium);
- b. if the Customer goes into liquidation or becomes insolvent;
- c. if the Customer in any way acts or neglects to act such as to cause damage to the name, trademarks or intellectual property rights of the RIPE NCC;
- d. if the Customer fails to observe any rule of applicable law, which should be adhered to by the Customer and which, in the opinion of the RIPE NCC, is of such a nature as to justify immediate termination;
- e. if the Customer is in default of payment as outlined in Article 4.2, and in addition fails to pay such administration fees and/or costs within 14 days after the date of default;
- f. if the Customer fails to submit to the RIPE NCC an extract from the Commercial Trade Register or equivalent document proving the registration of the Customer's business with the national authorities;
- g. if the RIPE NCC is no longer able to establish communications with the Customer, e.g. if the Customer does repeatedly not respond to e mails of the RIPE NCC or if the Customer fails to maintain a valid email address.
- h. if the Customer fails to comply with the use of the RIPE NRTM Database as outlined in Article 3 and in paragraph 2 of the Agreement.

Article 7 - Miscellaneous

7.1 Without the RIPE NCC's prior written consent, the Customer shall not be permitted to assign to third parties any rights or obligations that arise from the Agreement.

7.2 If any provision contained in the Agreement is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.

7.3 The RIPE NCC's intellectual property (agreements, documents, software, databases, website, etc.) may only be used, reproduced and made available to third parties upon prior written authorisation from the RIPE NCC.

Article 8 - Governing Law

The Agreement between the RIPE NCC and the Customer shall be exclusively governed by the laws of the Netherlands. The competent Court in Amsterdam shall have exclusive jurisdiction with regard to disputes arising from this agreement.