

# **Proposed changes to the RIPE NCC Standard Service Agreement and RIPE NCC Standard Terms and Conditions**

## **Explanatory document**

This document consists of three parts:

- Part A – “The main changes” describes the basic points of the proposed amendments on the documents.
- Part B – “Current and proposed provisions in comparison” shows the current provisions of the two documents and the proposed provisions in comparison with a justification for the proposed changes.
- Appendix – “The proposed RIPE NCC Standard Service Agreement” is the full proposed document

## **A. The main changes**

### **1. Merger of the Standard Service Agreement (SSA) and the Standard Terms and Conditions (ST&Cs) into one document**

Currently, the SSA is a one-page document that includes only the names and the signatures of the counterparties, a short description of the rights and obligations of the counterparties and a reference to the ST&Cs; the ST&Cs describe in detail the rights and obligations of the counterparties that are referred to in the SSA. The relationship between these two documents is so close that the SSA does not have significance without the ST&Cs and the ST&Cs do not have significance without the SSA.

The idea behind this structure when it had been created was the following: The ST&Cs would serve as non-negotiable general terms and conditions, applicable to all RIPE NCC services, whereas the SSA would only apply to membership services. However, this idea was not implemented successfully and these two documents are linked to each other in such a way so that the ST&Cs cannot be used for non-membership services.

This separation does not serve any purpose and, therefore, we propose the merger of the two documents into one document (an SSA) with all terms.

### **2. “Member” instead of “Contributor”**

Currently, the legal entity or natural person that enters into an SSA with the RIPE NCC is referred to as “Contributor”. “Contributors” do not have to be “Members” of the RIPE NCC, if this is not possible due to statutory or legal restrictions. The SSA and the Articles of Association (AoA) are drafted in such a way so that organisations not allowed by national law to become members of an association are still able to obtain RIPE NCC services by becoming only “Contributors” of the RIPE NCC. Accordingly, all “Members” are “Contributors” but not all “Contributors” are “Members”.

Until now, this structure had no practical implementation because organisations with such statutory/legal restrictions became customers of a Member. As a result, until now, there has not been a Contributor-non Member. This structure creates confusion because many

RIPE NCC documents contain the term “Contributor” in order to include all those that have signed the SSA. However, the majority of the RIPE NCC membership and the RIPE community in general are unfamiliar with this term. This distinction between “Contributors” and “Members” creates miscommunication within the membership and the community.

The proposed SSA will not use the term “Contributor” any more but instead use the term “Member”. By signing the SSA, the counterparties will become Members of the RIPE NCC association. The AoA should be amended accordingly.

### **3. Expand the SSA to cover all services**

Currently, the SSA highlights the distribution of Internet Number Resources as the main service provided by the RIPE NCC. Since this will soon not be the case, the proposed SSA refers to RIPE NCC services in general and, when necessary, to the registration of Internet Number Resources.

### **4. Improved structure and clear description of rights and obligations of the Member**

Currently, the only obligation of the Member highlighted and clearly defined, in both the SSA and the ST&Cs, is the payment of the service fee. Other obligations, such as compliance with RIPE Policies and RIPE NCC procedures, cooperation with RIPE NCC audits and the provision of correct information were either indirectly mentioned or not mentioned at all.

The proposed SSA outlines all rights and then all obligations of the Member in separate articles:

- Right to use of RIPE NCC services (proposed article 3),
- Right to the RIPE NCC membership (proposed article 4),
- Obligation to pay (proposed article 5) and
- Obligation to comply with RIPE Policies, RIPE NCC procedures, audits and provision of correct information (proposed article 6).

### **5. Term and Termination**

The proposed amendments are meant to align the SSA with the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources” (proposed article 9).

### **6. Registration/deregistration and property rights**

According to the current SSA, upon termination of the SSA, the counterparties are obliged to return any “unassigned” addresses.

It is proposed to align the SSA with the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”:

- Internet Number Resources will be deregistered if there is non-compliance with the RIPE Policies and RIPE NCC audits (proposed article 6.2); and
- All resources (not only the unassigned) will be deregistered if there is termination of the SSA (proposed article 9.5).

It is also proposed to clarify that any IP addresses registered to the Member are not this Member’s property (proposed article 10.2). By signing the SSA, Members make this declaration.

## B. Current and proposed provisions in comparison

Current provision (preamble SSA)	Proposed change (preamble SSA)
<p>The RIPE NCC has, as a Regional Internet Registry (RIR), the authority to delegate Internet Resources in its service region.</p> <p>The RIPE NCC performs its activities for the benefit of its Membership and other interested parties, and therefore observes strict neutrality and impartiality with respect to individual Local Internet Registries (LIRs).</p> <p>The Contributor wishes to obtain Internet Resources and related services from the RIPE NCC.</p>	<p>I. The RIPE NCC has, as a Regional Internet Registry (RIR), the authority to register Internet Number Resources.</p> <p>II. The RIPE NCC performs its activities for the benefit of its Membership and the Internet community in general, and it observes strict neutrality and impartiality with respect to individual Members.</p> <p>III. The Member wishes to obtain services from the RIPE NCC.</p>
<p>Justification:</p> <p>I. The authority to register Internet Number Resources is now more crucial than the authority to delegate them. The official term is not “Internet Resources” but “Internet Number Resources”. The restriction with regards to the “service region” might be irrelevant in the near future.</p> <p>II. The term “LIR” is replaced by the term “Member” for consistency purposes.</p> <p>III. This amendment is in line with the main change described above under A.3 (expand the SSA to all RIPE NCC services).</p>	

Current provision (Points 1-4 SSA)	Proposed change
<p>1. Subject to the provisions below and the RIPE NCC Standard Terms and Conditions, the RIPE NCC hereby undertakes to provide the RIPE NCC services to the Contributor as defined in the current version of the RIPE NCC Activity Plan document.</p>	<p>(part of proposed Article 3 SSA)</p>

<p>2. In addition to the RIPE NCC Standard Service Agreement a separate agreement may be concluded for specific services.</p> <p>3. The Contributor acknowledges and accepts that the RIPE NCC Standard Service Agreement and the RIPE NCC Standard Terms and Conditions may be amended by resolution of the General Meeting of the RIPE NCC. An amendment shall automatically become effective upon announcement and publication of the resolution and the full text of the amended agreement on <a href="http://www.ripe.net">http://www.ripe.net</a>.</p> <p>4. This Agreement including the RIPE NCC Standard Terms and Conditions replaces the existing Standard Service Agreement between the Contributor and the RIPE NCC.</p>	<p>(part of proposed Article 2 SSA)</p>
<p>Justification: These provisions are now in the SSA. By merging the SSA and the ST&amp;Cs, each of these provisions will be transferred into respective articles and amended accordingly.</p>	

<b>Current provision (Article 1 ST&amp;Cs)</b>	<b>Proposed change (article 1 SSA)</b>
<p>Article 1 – Definitions</p> <p>In the RIPE NCC Standard Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:</p> <ul style="list-style-type: none"> <li>• Contributor A natural person or a legal entity that has entered into the RIPE NCC Standard Service Agreement with the RIPE NCC.</li> <li>• RIPE NCC Réseaux IP Européens Network Coordination Centre, a membership association under Dutch law, operating from its registered office in Amsterdam, the Netherlands.</li> </ul>	<p>Article 1 – Definitions</p> <p>In the RIPE NCC Standard Service Agreement, the following terms shall be understood to have the meanings assigned to them below:</p> <ul style="list-style-type: none"> <li>• Member A natural person or a legal entity that has entered into the RIPE NCC Standard Service Agreement with the RIPE NCC.</li> <li>• RIPE NCC Réseaux IP Européens Network Coordination Centre, a membership association under Dutch law, with registered office in Amsterdam, the Netherlands.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>RIPE NCC Services</b> The services as specified in the RIPE NCC Standard Service Agreement and in the current version of the RIPE NCC Activity Plan.</li> <li>• <b>RIPE NCC Standard Service Agreement</b> An agreement entered into between the RIPE NCC and a Contributor, pursuant to which the RIPE NCC has the obligation to provide the RIPE NCC services and the Contributor takes on the commitment to pay for those services.</li> <li>• <b>Telecommunications Infrastructure</b> The infrastructure that facilitates the carriage of signals between defined network termination points via cable connections, microwave systems, optical or other electro-magnetic means.</li> <li>• <b>Internet Resources</b> Any Internet identifiers distributed via Regional Internet Registries. Currently these are IPv4 address space, IPv6 address space and Autonomous System Numbers.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>RIPE NCC services</b> The Membership Services as specified in the current version of the RIPE NCC Activity Plan.</li> <li>• <b>RIPE Policies</b> Policies adopted through an open, bottom-up process of discussion and consensus-based decision-making process by the Réseaux IP Européens (RIPE) community, which is a collaborative forum open to all parties interested in the operations of the Internet.</li> <li>• <b>Internet Number Resources</b> Any Internet identifiers such as IP addresses (IPv4, IPv6) and Autonomous System Numbers.</li> </ul>
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Justification: The definitions are amended to reflect the main changes described above under A.1 (merger of the SSA and the ST&Cs into one document) and A.2 (elimination of Contributor-Member distinction), to improve and clarify the meaning of the terms defined and to include the definition of the term “RIPE Policy”, which is crucial for the SSA. Furthermore, the term “Telecommunications Infrastructure” was removed from the definitions because it is not critical for this agreement.

Current provision (Article 2 ST&Cs)	Proposed change (Article 2 SSA)
<p>Article 2 – General</p> <p>2.1 The RIPE NCC Standard Service Agreement or other agreement between the RIPE NCC and a Contributor shall come into effect by means of an offer and an acceptance.</p> <p>2.2 The Contributor shall ensure to send the RIPE NCC at least one hard copy of the RIPE NCC Standard Service Agreement, signed by an authorised representative of the Contributor, as well as an extract from the Commercial Trade Register or equivalent document proving the registration of the Contributor's business with the national authorities. The RIPE NCC shall not commence the provision of the RIPE NCC services until these documents have been received.</p> <p>2.3 The RIPE NCC reserves the right to amend and/or supplement the RIPE NCC Standard Terms and Conditions. The RIPE NCC shall notify the Contributor at least one month prior to any such amendment or supplement coming into effect.</p>	<p>Article 2 - General</p> <p>2.1 The RIPE NCC Standard Service Agreement shall come into effect by means of an offer and an acceptance.</p> <p>2.2 To enter into the RIPE NCC Standard Service Agreement, the following documents have to be sent to the RIPE NCC by post or fax:</p> <ul style="list-style-type: none"> <li>• One copy of the RIPE NCC Standard Service Agreement containing the handwritten signature of an authorised representative of the Member</li> <li>• A recent extract from the Commercial Trade Register or equivalent document proving the registration of the Member with the national authorities.</li> </ul> <p>Upon receipt of these documents by the RIPE NCC, the RIPE NCC Standard Service Agreement is considered to be concluded. The RIPE NCC shall not commence the provision of the RIPE NCC services until these documents have been received. Conclusion of the RIPE NCC Standard Service Agreement establishes a RIPE NCC membership.</p> <p>2.3 The Member acknowledges and accepts that the RIPE NCC Standard Service Agreement may be amended by a resolution of the General Meeting of the RIPE NCC according to the procedure outlined in the RIPE NCC Articles of Association. An amendment shall automatically become effective upon the date mentioned in the resolution or the date of first publication of the resolution of the General Meeting and the full text of the amended agreement on <a href="http://www.ripe.net">http://www.ripe.net</a>, whichever is the latest, without the re-signing of the RIPE NCC Standard Service Agreement being</p>

	<p>necessary.</p> <p>2.4 This Agreement replaces any previous version of the Standard Service Agreement between the Member and the RIPE NCC.</p>
<p><b>Justification:</b></p> <p>2.1 This change is in accordance with the main change described above under A.1 (merger of the SSA and the ST&amp;Cs into one document).</p> <p>2.2 This change is making very clear what is necessary for the SSA to be concluded. It is also meant to introduce the possibility for the members to send the SSA by electronic means.</p> <p>2.3, 2.4 These provisions are transferred from the current version of the SSA (points 3 and 4 of the current SSA).</p>	

<b>Current provision (Article 3 ST&amp;Cs)</b>	<b>Proposed change (Article 3 SSA)</b>
<p>Article 3 - Rights and Obligations</p> <p>3.1 The Contributor acknowledges and accepts that it has obtained the right to use and the obligation to pay for the RIPE NCC services in accordance with this agreement.</p> <p>3.2 The fees due for the services shall be in accordance with the current version of the RIPE NCC Charging Scheme as approved by the membership at the RIPE NCC General Meeting.</p> <p>3.3 The Contributor acknowledges and accepts that it shall automatically become a candidate-member of the RIPE NCC by signing the RIPE NCC Standard Service Agreement, unless there are statutory provisions imposed upon the Contributor that prohibits the Contributor from becoming a candidate-member of the RIPE NCC. In the latter case, the Contributor shall notify the RIPE NCC immediately when the Contributor becomes aware of such a situation.</p> <p>3.4 The Contributor acknowledges</p>	<p>Article 3 – Use of RIPE NCC Services</p> <p>3.1 The RIPE NCC undertakes to provide the RIPE NCC services to the Member, and the Member acknowledges and accepts that it has obtained the right to use the RIPE NCC services under the conditions outlined in this agreement.</p> <p>3.2 For specific services, in addition to the RIPE NCC Standard Service Agreement, separate terms and conditions may apply that need to be agreed upon before these specific services can be used.</p>

<p>applicability of, and adheres to, the Regional Internet Registry (RIR) policies and procedures as outlined in the policy documents that can be found on <a href="http://www.ripe.net">http://www.ripe.net</a>. See also Article 9.4.</p>	
<p>Justification: This change is in line with the main change described above under A.4 (Improved structure and clear description of rights and obligations). The proposed article describes the rights of the Member with regards to the RIPE NCC services. Points 1 and 2 of the current SSA are transferred here. Provisions regarding the membership, the annual fees and the compliance with the policies are transferred into separate articles (articles 4, 5 and 6 accordingly).</p>	

<b>Current provision (Article 4 ST&amp;Cs)</b>	<b>Proposed change (Article 4 SSA)</b>
<p>Article 4 – Membership</p> <p>4.1 The Contributor may be a natural person or a legal entity. The Contributor will be a member of the RIPE NCC association with the restrictions as described in the RIPE NCC Articles of Association, Article 4. If any of these restrictions apply to the Contributor, the Contributor will notify the RIPE NCC immediately.</p> <p>4.2 During the first six (6) months after which the legal entity or natural person concerned has entered into the RIPE NCC Standard Service Agreement the Contributor concerned is candidate-member of the RIPE NCC association. After said period of six (6) months the candidate-membership of the association will be converted into a normal membership with the restrictions as described in the RIPE NCC Articles of Association, Article 4.</p> <p>4.3 Unless otherwise stated candidate-members shall have the same rights and obligations as members.</p>	<p>Article 4 – Membership</p> <p>4.1 The Member acknowledges and accepts that it shall automatically become a candidate member of the RIPE NCC association by signing the RIPE NCC Standard Service Agreement according to the RIPE NCC Articles of Association, Article 4.</p> <p>4.2 After a period of six (6) months from the signing of the RIPE NCC Standard Service Agreement, the candidate member will be converted into a full member of the RIPE NCC association. Unless otherwise stated, candidate members shall have the same rights and obligations as full members.</p> <p>4.3 If there are statutory provisions imposed upon the Member that prohibits the Member from being a member of the RIPE NCC association, the Member shall notify the RIPE NCC immediately when the Member becomes aware of such a situation.</p>



Justification: This change reflects the main change as described above under A.2 (elimination of Contributor-Member distinction), and A.4 (Improved structure and clear description of rights and obligations). The structure of this article has been changed as follows:

Section 4.1 describes the establishment of a candidate member.

Section 4.2 describes the conversion of a candidate member into a full member and the differences between these two member types.

Section 4.3 obliges the Member to notify the RIPE NCC if they cannot be members any more because of statutory provisions imposed upon the member.

<b>Current provision (Article 5 ST&amp;Cs)</b>	<b>Proposed change (Article 5 SSA)</b>
<p>Article 5 – Payment</p> <p>5.1 The Contributor shall owe the RIPE NCC a service fee and a sign-up fee. The sign-up fee is a one-time payment and shall be immediately due when the Contributor concludes the RIPE NCC Standard Service Agreement with the RIPE NCC.</p> <p>5.2 The Contributor's obligation to pay these fees shall commence on the day on which the RIPE NCC Standard Service Agreement is concluded.</p> <p>5.3 The Contributor shall make the payment to the RIPE NCC within 30 days of date of invoice, failing which the Contributor shall be in default with no notice of default being required.</p> <p>5.4 With effect from the day on which the Contributor defaults on its payment obligations, the Contributor shall owe the RIPE NCC the statutory rate of interest on the amounts unpaid as well as a late payment fee. In addition, the Contributor 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 Contributor in connection with the latter's failure to effect (timely) payment.</p>	<p>Article 5 – Payment</p> <p>5.1 The Member shall owe the RIPE NCC a service fee and a sign-up fee as defined in the RIPE NCC Charging Scheme adopted by the RIPE NCC General Meeting. The RIPE NCC Charging Scheme may be amended by resolution of the RIPE NCC General Meeting.</p> <p>5.2 The Member's obligation to pay these fees shall commence on the day on which the RIPE NCC Standard Service Agreement is concluded.</p> <p>5.3 The Member shall make the payment to the RIPE NCC within 30 days of date of invoice, failing which the Member shall be in default with no notice of default being required.</p> <p>5.4 With effect from the day on which the Member defaults on its payment obligations, the Member shall owe the RIPE NCC the statutory rate of interest on the amounts unpaid as well as a late payment fee. In addition, the Member 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 Member in connection with the latter's failure to effect (timely) payment.</p>

<p>5.5 The Contributor may not postpone its payment obligations or offset any of its own claims against the RIPE NCC.</p> <p>5.6 In addition to this Article 5, the Contributor adheres to the documented payment procedures for the services of the RIPE NCC as specified in the current version of the RIPE NCC Billing Procedure and Fee Schedule document.</p>	<p>5.5 The Member may not postpone its payment obligations or offset any of its own claims against the RIPE NCC.</p> <p>5.6 In addition to this Article 5, the Member adheres to the documented payment procedures for the services of the RIPE NCC as specified in the current version of the RIPE NCC Billing Procedure and Fee Schedule document.</p>
<p>Justification: Apart from the change of the term “Contributor” into the term “Member” in line with the main change described under A.2 (elimination of Contributor-Member distinction), this provision is not changed.</p>	

<b>Current provision (N/A)</b>	<b>Proposed change (Article 6 SSA)</b>
<p>(There is no independent article describing compliance issues but see:</p> <ul style="list-style-type: none"> <li>- current section 3.4 ST&amp;Cs The Contributor acknowledges applicability of, and adheres to, the Regional Internet Registry (RIR) policies and procedures as outlined in the policy documents that can be found on <a href="http://www.ripe.net">http://www.ripe.net</a>. See also Article 9.4.</li> <li>- current section 9.4 ST&amp;Cs All the documents referred to in the RIPE NCC Standard Service Agreement and the RIPE NCC Standard Terms and Conditions are publicly available from the RIPE NCC document store. These documents, which may be revised and updated from time to time, form an integral part of and apply fully to the RIPE NCC Standard Service Agreement. Each revised document will receive a new document number and can be found on <a href="http://www.ripe.net">http://www.ripe.net</a>. Below is a list of documents referred to in the RIPE NCC Standard Terms and Conditions:</li> </ul> <p>IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region</p>	<p>Article 6 – Compliance</p> <p>6.1 The Member acknowledges applicability of, and adheres to, the RIPE Policies and RIPE NCC procedural documents. The RIPE Policies and the RIPE NCC procedural documents are publicly available from the RIPE NCC Document Store. These documents, which may be revised and updated from time to time, form an integral part of and apply fully to the RIPE NCC Standard Service Agreement. Each revised document will receive a new document number and can be found on <a href="http://www.ripe.net">http://www.ripe.net</a>.</p> <p>Below is a non-exclusive list of these documents:</p> <ul style="list-style-type: none"> <li>• IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region (current version)</li> <li>• Autonomous System (AS) Number Assignment Policies and Procedures (current version)</li> </ul>

<p>(current version)</p> <p>Policy for Reverse Address Delegation of IPv4 and IPv6 Address Space in the RIPE NCC Service Region (current version)</p> <p>Autonomous System (AS) Number Assignment Policies and Procedures (current version)</p> <p>IPv6 Address Allocation and Assignment Policy (current version) RIPE NCC Activity Plan (current version)</p> <p>RIPE NCC Charging Scheme (current version)</p> <p>RIPE NCC Billing Procedure and Fee Schedule (current version)</p> <p>Mergers, Acquisitions, Takeovers and Closures of Organisations Operating an LIR (current version)</p> <p>The RIPE NCC Clearing House Procedure (current version)</p> <p>RIPE NCC Conflict Arbitration Procedure)</p>	<ul style="list-style-type: none"> <li>• IPv6 Address Allocation and Assignment Policy (current version)</li> <li>• RIPE NCC Activity Plan (current version)</li> <li>• RIPE NCC Charging Scheme (current version)</li> <li>• RIPE NCC Billing Procedure and Fee Schedule (current version)</li> <li>• Closure of LIR and Deregistration of Internet Number Resources (current version)</li> <li>• Transfer of Internet Number Resources (current version)</li> <li>• The RIPE NCC Clearing House Procedure (current version)</li> <li>• RIPE NCC Conflict Arbitration Procedure (current version)</li> </ul> <p>6.2 The Member shall provide the RIPE NCC with complete, updated and accurate information necessary for the provision of RIPE NCC services and shall assist the RIPE NCC with audits and security checks as outlined in the RIPE NCC procedural documents, particularly with RIPE NCC audit activity.</p> <p>6.3 If the Member fails to comply with the RIPE Policies and RIPE NCC procedures as outlined in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”, the RIPE NCC may suspend the provision of RIPE NCC services to the Member and may deregister the Internet Number Resources it has registered to the Member in accordance with the procedure outlined in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”. The Member shall</p>
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	<p>cooperate with the deregistration of the Internet Number Resources. The RIPE NCC may also terminate the RIPE NCC Standard Service Agreement in accordance with Article 9.3 of this Agreement.</p>
<p>Justification: This article provides the Member with a clear obligation to comply with the RIPE Policies and the RIPE NCC procedures and explains the consequences of non-compliance.</p> <p>6.1 The obligation of the Member to adhere to RIPE Policies and RIPE NCC procedures becomes an independent article. The list of the most important documents is moved from section 9 ST&amp;Cs (miscellaneous) to the main provision.</p> <p>6.2 There is an emphasis on the obligation of the Member to provide the RIPE NCC with correct, accurate and updated information and to assist the RIPE NCC with audits. A similar provision exists in other RIRs' relevant agreements (Afrinic agreement article 4<sup>1</sup>, APNIC agreement article 3.2<sup>2</sup>, LACNIC agreement article 6<sup>3</sup>, ARIN agreement article 4<sup>4</sup>).</p> <p>6.3 For transparency purposes, this provision states the remedies in case of non-compliance with this article.</p>	

<b>Current provision (Article 6 ST&amp;Cs)</b>	<b>Proposed change (Article 7 SSA)</b>
<p>Article 6 - Clearing House</p> <p>6.1 In any given year the financial surplus or deficit of the RIPE NCC is accounted for in a separate reserve of the RIPE NCC called the Clearing House.</p> <p>6.2 The Clearing House may equal a maximum of three times the total amount of the RIPE NCC service fees in the relevant financial year. If and when the previously mentioned maximum is exceeded, the RIPE NCC Clearing House Procedure is executed, in the year following the relevant financial year.</p> <p>6.3 The Clearing House procedure</p>	<p>Article 7 - Clearing House</p> <p>7.1 In any given year the financial surplus or deficit of the RIPE NCC is accounted for in a separate reserve of the RIPE NCC called the Clearing House.</p> <p>7.2 The Clearing House may equal a maximum of three times the total amount of the RIPE NCC service fees in the relevant financial year. If and when the previously mentioned maximum is exceeded, the RIPE NCC Clearing House Procedure is executed, in the year following the relevant financial year.</p> <p>7.3 The Clearing House procedure</p>

<sup>1</sup> [http://www.afrinic.net/docs/RSA\\_201106.pdf](http://www.afrinic.net/docs/RSA_201106.pdf)

<sup>2</sup> <http://www.apnic.net/publications/media-library/documents/membership/membership-agreement>

<sup>3</sup> <http://lacnic.net/docs/rsa-en.pdf>

<sup>4</sup> <https://www.arin.net/resources/agreements/rsa.pdf>

<p>stipulates that the excess amount shall be returned to the Contributors in proportion to the level of the service fees paid in the relevant financial year and the two previous years. This excess amount shall be credited to the Contributor on the service fee of the year following the year that the Clearing House procedure has taken place.</p> <p>6.4 Only the Contributors that have fulfilled the service fee payment for the relevant financial year take part in the Clearing House procedure.</p> <p>6.5 In the event the RIPE NCC Standard Service Agreement is terminated in the financial year referred to in Article 6.2, the Contributor will not participate in the Clearing House procedure.</p>	<p>stipulates that the excess amount shall be returned to the Members in proportion to the level of the service fees paid in the relevant financial year and the two previous years. This excess amount shall be credited to the Member on the service fee of the year following the year that the Clearing House procedure has taken place.</p> <p>7.4 Only the Members that have fulfilled the service fee payment for the relevant financial year take part in the Clearing House procedure.</p> <p>7.5 In the event the RIPE NCC Standard Service Agreement is terminated in the financial year referred to in Article 7.2, the Member will not participate in the Clearing House procedure.</p>
<p>Justification: Apart from the re-numeration of the article and the change of the term “Contributor” into the term “Member” in line with the main change described under A.2 (elimination of Contributor-Member distinction), this article is not changed.</p>	

<b>Current provision (Article 7 ST&amp;Cs)</b>	<b>Proposed change (Article 8 SSA)</b>
<p>Article 7 – Liability</p> <p>7.1 The Contributor shall be liable for all aspects of its use of the services offered by the RIPE NCC. The Contributor shall also be liable for all aspects of its use and all that ensues from its use of the Internet Resources.</p> <p>7.2 The RIPE NCC excludes all liability for any direct or indirect damages, including damages to the Contributor'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.</p> <p>7.3 The RIPE NCC shall, in any event, not be liable for damages caused by a</p>	<p>Article 8 – Liability</p> <p>8.1 The Member shall be liable for all aspects of its use of the services offered by the RIPE NCC. The Member shall also be liable for all aspects of its use and all that ensues from its use of the Internet Number Resources.</p> <p>8.2 The RIPE NCC excludes all liability for any direct or indirect damages, including damages to the Member's business, loss of profit, damages to third parties, personal injury or damages to property, except in cases involving willful misconduct or gross negligence on the part of the RIPE NCC or its management.</p> <p>8.3 The RIPE NCC shall, in any event, not be liable for damages caused by a</p>

<p>failure to make the Internet Resources available (on time), or for damages in any way connected with the use of the Internet Resources.</p> <p>7.4 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 along and over which the RIPE NCC services must necessarily be carried.</p> <p>7.5 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.</p> <p>7.6 The Contributor shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Contributor's use of the RIPE NCC services.</p> <p>7.7 In any event the RIPE NCC's liability shall be limited to a maximum amount equivalent to the Contributor's annual contribution of the relevant financial year.</p>	<p>failure to make the Internet Number Resources available (on time), or for damages in any way connected with the use of the Internet Number Resources.</p> <p>8.4 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 along and over which the RIPE NCC services must necessarily be carried.</p> <p>8.5 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.</p> <p>8.6 The Member shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Member's use of the RIPE NCC services.</p> <p>8.7 In any event the RIPE NCC's liability shall be limited to a maximum amount equivalent to the Member's service fee of the relevant financial year.</p>
<p>Justification: Apart from the re-numeration and the change of the term "Contributor" into the term "Member in line with the main change described under A.2 (elimination of the Contributor-Member distinction), in the new provision 8.7 the "annual contribution" is replaced by "service fee" for consistency purposes.</p>	

<b>Current provision (Article 8 ST&amp;Cs)</b>	<b>Proposed change (Article 9 SSA)</b>
<p data-bbox="229 273 794 309">Article 8 – Term and Termination</p> <p data-bbox="229 344 794 600">8.1 The RIPE NCC Standard Service Agreement shall be entered into for an indefinite period of time, unless terminated by either party with a notice period of three months. Notice shall be in writing and sent to the other party by electronic or regular mail.</p> <p data-bbox="229 1845 794 2024">8.2 Without prejudice to the provisions contained in the RIPE NCC Standard Service Agreement, the RIPE NCC shall be entitled to terminate said Agreement with immediate effect, without being</p>	<p data-bbox="801 273 1361 309">Article 9 – Term and Termination</p> <p data-bbox="801 344 1361 524">9.1 The RIPE NCC Standard Service Agreement shall be entered into for an indefinite period of time, unless terminated in accordance with the provisions of this article.</p> <p data-bbox="801 568 1361 784">9.2. The Member shall be entitled to terminate the RIPE NCC Standard Service Agreement with a notice period of three months. Notice shall be in writing and sent to the RIPE NCC by electronic or regular mail.</p> <p data-bbox="801 828 1361 1769">9.3 Without prejudice to termination in accordance with 9.4, the RIPE NCC shall be entitled to terminate the RIPE Standard Service Agreement in the event that the Member fails to meet any of its obligations arising from the RIPE NCC Standard Service Agreement and does not remedy such failure within the period specified in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”. The RIPE NCC shall also be entitled to terminate the RIPE NCC Standard Service Agreement if the continuation of this Agreement is impossible for reasons above and beyond control by the RIPE NCC. Termination shall be in accordance with the procedure set forth in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”, without the RIPE NCC being liable to pay damages to the Member and without prejudice to the RIPE NCC’s right to claim (additional) damages from the Member.</p> <p data-bbox="801 1845 1361 2024">9.4 The RIPE NCC shall be entitled to terminate the RIPE NCC Standard Service Agreement with immediate effect in accordance with the procedure set forth in the RIPE NCC document “Closure of</p>

<p>liable to pay damages to the Contributor and without prejudice to the RIPE NCC's right to claim (additional) damages from the Contributor:</p> <p>a. if an application has been or is filed for the Contributor's bankruptcy or for a suspension of payments (moratorium).</p> <p>b. if the Contributor goes into liquidation or becomes insolvent.</p> <p>c. if the Contributor 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.</p> <p>d. if the Contributor fails to observe any rule of applicable law, which should be adhered to by the Contributor and which, in the opinion of the RIPE NCC, is of such a nature as to justify immediate termination.</p> <p>e. if the Contributor is in default of payment as outlined in Article 5.3, and in addition fails to pay such contribution fees and/or costs within 14 days after the date of default.</p> <p>f. on the day on which the Contributor's membership of the RIPE NCC association terminates.</p> <p>g. if the Contributor fails to submit to the RIPE NCC an extract from the Commercial Trade Register or equivalent document proving the registration of the Contributor's business with the national authorities.</p>	<p>LIR and Deregistration of Internet Number Resources”, without being liable to pay damages to the Member and without prejudice to the RIPE NCC's right to claim (additional) damages from the Member:</p> <p>a. if an application has been or is filed for the Member's bankruptcy or for a suspension of payments (moratorium).</p> <p>b. if the Member goes into liquidation or becomes insolvent.</p> <p>c. if the Member 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.</p> <p>d. if the Member fails to submit to the RIPE NCC a recent extract from the Commercial Trade Register or equivalent document proving the registration of the Member with the national authorities when this is asked for by the RIPE NCC.</p> <p>e. if the Member fails to observe any rule of applicable law, which should be adhered to by the Member. The RIPE NCC shall only terminate the RIPE NCC Standard Service Agreement for this reason if this is required by law or upon receipt of a court order forcing the RIPE NCC to do so.</p> <p>f. if the Member is in default of payment as defined in Article 5.3.</p> <p>g. on the day on which the Member's membership of the RIPE NCC association terminates according to Article 6 of the Articles of Association.</p> <p>h. if the Member provides the RIPE NCC with falsified or misleading data or provides the RIPE NCC repeatedly with</p>
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<p>8.3 Upon termination of the RIPE NCC Standard Service Agreement, the Contributor shall return at first request any unassigned (unassigned as in accordance with the current policies and procedures documents referred to in Article 9.4) Internet Resources to the RIPE NCC.</p>	<p>incorrect data.</p> <p>i. if the Member repeatedly refuses to assist the RIPE NCC with audits as specified in the procedural document “RIPE NCC Audit Activity”.</p> <p>j. if the RIPE NCC cannot reasonably be required to continue the RIPE NCC Standard Service Agreement for reasons that cannot be attributed to the RIPE NCC and for which the RIPE NCC cannot be held accountable by virtue of law, a juridical act or generally accepted principles.</p> <p>9.5 Upon termination in accordance with this article 9, the RIPE NCC will stop providing RIPE NCC services to the Member and the Member will lose their RIPE NCC member status as described in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”. The Member shall stop using RIPE NCC services and shall cooperate with the deregistration of any Internet Number Resources the RIPE NCC has registered to them.</p> <p>9.6 A RIPE NCC Standard Service Agreement, which has been terminated may be re-activated subject to prior written authorisation by the RIPE NCC and payment of a sign-up fee.</p>
<p>Justification: This article is changed in line with the proposed main change described above under A.5 (Term and Termination)</p> <p>Articles 9.4.h, 9.4.i and 9.4.j are proposed to be added as reasons to terminate with immediate effect. The procedural document “Closure of LIR and Deregistration of Internet Number Resources” will be updated accordingly.</p>	

<b>Current provision (Article 9 ST&amp;Cs)</b>	<b>Proposed change (Article 10 SSA)</b>
<p data-bbox="237 275 576 304">Article 9 – Miscellaneous</p> <p data-bbox="237 344 786 524">9.1 Without the RIPE NCC's prior written consent, the Contributor shall not be permitted to assign to third parties any rights or obligations that arise from the RIPE NCC Standard Service Agreement.</p> <p data-bbox="237 1115 767 1294">9.2 If any provision contained in the RIPE NCC Standard Service Agreement is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.</p> <p data-bbox="237 1335 786 1552">9.3 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.</p> <p data-bbox="237 1592 770 2024">9.4 All the documents referred to in the RIPE NCC Standard Service Agreement and the RIPE NCC Standard Terms and Conditions are publicly available from the RIPE NCC document store. These documents, which may be revised and updated from time to time, form an integral part of and apply fully to the RIPE NCC Standard Service Agreement. Each revised document will receive a new document number and can be found on <a href="http://www.ripe.net">http://www.ripe.net</a>.</p>	<p data-bbox="805 275 1155 304">Article 10 - Miscellaneous</p> <p data-bbox="805 344 1345 600">10.1 Without the RIPE NCC's prior written consent, the Member shall not be permitted to assign to third parties any rights or obligations that arise from the RIPE NCC Standard Service Agreement, including any rights on Internet Number Resources registered by the RIPE NCC.</p> <p data-bbox="805 640 1353 1077">10.2 The Member acknowledges and agrees that the registration of Internet Number Resources does not constitute property and the registration of Internet Number Resources in the name of the Member or a third party does not confer upon the Member or the third party any rights of ownership. The Member acknowledges that any Internet Number Resources deregistered by the RIPE NCC may be re-registered to another party according to the RIPE Policies.</p> <p data-bbox="805 1117 1337 1296">10.3 If any provision contained in the RIPE NCC Standard Service Agreement is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.</p> <p data-bbox="805 1337 1315 1585">10.4 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.</p> <p data-bbox="805 1626 1337 1771">10.5 The titles next to the articles of this Agreement are for convenience only and shall not be taken into account for the interpretation of the articles.</p>

<p>Below is a list of documents referred to in the RIPE NCC Standard Terms and Conditions:</p> <p>IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region (current version)</p> <p>Policy for Reverse Address Delegation of IPv4 and IPv6 Address Space in the RIPE NCC Service Region (current version)</p> <p>Autonomous System (AS) Number Assignment Policies and Procedures (current version)</p> <p>IPv6 Address Allocation and Assignment Policy (current version) RIPE NCC Activity Plan (current version)</p> <p>RIPE NCC Charging Scheme (current version)</p> <p>RIPE NCC Billing Procedure and Fee Schedule (current version)</p> <p>Mergers, Acquisitions, Takeovers and Closures of Organisations Operating an LIR (current version)</p> <p>The RIPE NCC Clearing House Procedure (current version)</p> <p>RIPE NCC Conflict Arbitration Procedure</p>	
<p>Justification:</p> <p>10.1 The current provision does not allow for the transfer of rights and obligations from the SSA without prior written consent by the RIPE NCC. In addition to that, the proposed provision does not allow specifically the transfer of any rights related to Internet Number Resources without prior consent by the RIPE NCC.</p> <p>10.2 The Member must declare that registration of Internet Number Resources does not constitute ownership rights in accordance with the main change as described above under A.6.</p>	

<b>Current provision (Article 10 ST&amp;Cs)</b>	<b>Proposed change (Article 11 SSA)</b>
<p>Article 10 - Governing Law</p> <p>10.1 All agreements between the RIPE NCC and the Contributor shall be exclusively governed by the laws of the Netherlands.</p> <p>10.2 Any disputes which may arise from the RIPE NCC Standard Service Agreement shall be settled in accordance with the RIPE NCC Conflict Arbitration Procedure as adopted by the RIPE NCC Executive Board after consultation with the RIPE NCC membership.</p> <p>Except where otherwise agreed in writing, the RIPE NCC Standard Terms and Conditions shall apply to the RIPE NCC Standard Service Agreement and all other agreements and understandings between the RIPE NCC and natural persons or legal entities that make use of the services offered by the RIPE NCC. In the event a provision in the agreement differs from a provision in the RIPE NCC Standard Terms and Conditions, the provision in the agreement shall prevail.</p>	<p>Article 11 – Governing Law</p> <p>11.1 All agreements between the RIPE NCC and the Member shall be exclusively governed by the laws of the Netherlands.</p> <p>11.2 Any disputes which may arise from the RIPE NCC Standard Service Agreement shall be settled in accordance with the RIPE NCC Conflict Arbitration Procedure as adopted by the RIPE NCC Executive Board after consultation with the RIPE NCC membership.</p>
<p>Justification: This change is in line with the main change described under A.1 (merger of SSA and ST&amp;Cs into one document)</p>	

## **Appendix**

### **Proposed RIPE NCC Standard Service Agreement**

[For the website] This Standard Service Agreement (SSA) shows the text of the contract between the RIPE NCC and its Members. When a new SSA is needed, we will send you a pair of contracts with your details. Upon receiving these contracts, you should return one signed copy to us with the appropriate accompanying documentation.

[When sent for signatures] Please return a signed copy of the RIPE NCC Standard Service Agreement and a copy of an extract from the Commercial Trade Register or an equivalent document proving the registration of the Member's business with the national authorities.

RIPE NCC Standard Service Agreement

The Undersigned

Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, having its registered office at the following address  
Singel 258  
1016 AB Amsterdam  
The Netherlands  
Registered with Amsterdam Chamber of Commerce 40539632  
Hereinafter "RIPE NCC"

And

[name of organisation]  
[address of organisation]  
[legal form of organisation]  
[registered with]  
Hereinafter "Member"

Whereas

I. The RIPE NCC has, as a Regional Internet Registry (RIR), the authority to register Internet Number Resources.

II. The RIPE NCC performs its activities for the benefit of its Membership and the Internet community in general, and it observes strict neutrality and impartiality with respect to individual Members.

III. The Member wishes to obtain services from the RIPE NCC.

Agree as follows

Article 1 - Definitions

In the RIPE NCC Standard Service Agreement, the following terms shall be understood to have the meanings assigned to them below:

- Member  
A natural person or a legal entity that has entered into the RIPE NCC Standard Service Agreement with the RIPE NCC.
- RIPE NCC  
Réseaux IP Européens Network Coordination Centre, a membership association under Dutch law, with registered office in Amsterdam, the Netherlands.
- RIPE NCC services  
The Membership Services as specified in the current version of the RIPE NCC Activity Plan.
- RIPE Policies  
Policies adopted through an open, bottom-up process of discussion and consensus-based decision-making process by the Réseaux IP Européens (RIPE) community, which is a collaborative forum open to all parties interested in the operations of the Internet.
- Internet Number Resources  
Any Internet identifiers such as IP addresses (IPv4, IPv6) and Autonomous System Numbers.

## Article 2 - General

2.1 The RIPE NCC Standard Service Agreement shall come into effect by means of an offer and an acceptance.

2.2 To enter into the RIPE NCC Standard Service Agreement, the following documents have to be sent to the RIPE NCC by post or fax:

- One copy of the RIPE NCC Standard Service Agreement containing the handwritten signature of an authorised representative of the Member
- A recent extract from the Commercial Trade Register or equivalent document proving the registration of the Member with the national authorities.

Upon receipt of these documents by the RIPE NCC, the RIPE NCC Standard Service Agreement is considered to be concluded. The RIPE NCC shall not commence the provision of the RIPE NCC services until these documents have been received. Conclusion of the RIPE NCC Standard Service Agreement establishes a RIPE NCC membership.

2.3 The Member acknowledges and accepts that the RIPE NCC Standard Service Agreement may be amended by a resolution of the General Meeting of the RIPE NCC according to the procedure outlined in the RIPE NCC Articles of Association. An amendment shall automatically become effective upon the date mentioned in the resolution or the date of first publication of the resolution of the General Meeting and the full text of the amended agreement on <http://www.ripe.net>, whichever is the latest, without the re-signing of the RIPE NCC Standard Service Agreement being necessary.

2.4 This Agreement replaces any previous version of the Standard Service Agreement between the Member and the RIPE NCC.

### Article 3 – Use of RIPE NCC Services

3.1 The RIPE NCC undertakes to provide the RIPE NCC services to the Member and the Member acknowledges and accepts that it has obtained the right to use the RIPE NCC services under the conditions outlined in this agreement.

3.2 For specific services in addition to the RIPE NCC Standard Service Agreement, separate terms and conditions may apply that need to be agreed upon before these specific services can be used.

### Article 4 – Membership

4.1 The Member acknowledges and accepts that it shall automatically become a candidate member of the RIPE NCC association by signing the RIPE NCC Standard Service Agreement according to the RIPE NCC Articles of Association, Article 4.

4.2 After a period of six (6) months from the signing of the RIPE NCC Standard Service Agreement the candidate member will be converted into a full member of the RIPE NCC association. Unless otherwise stated candidate members shall have the same rights and obligations as full members.

4.3 If there are statutory provisions imposed upon the Member that prohibits the Member from being a member of the RIPE NCC association, the Member shall notify the RIPE NCC immediately when the Member becomes aware of such a situation.

### Article 5 – Payment

5.1 The Member shall owe the RIPE NCC a service fee and a sign-up fee as defined in the RIPE NCC Charging Scheme adopted by the RIPE NCC General Meeting. The RIPE NCC Charging Scheme may be amended by resolution of the RIPE NCC General Meeting.

5.2 The Member's obligation to pay these fees shall commence on the day on which the RIPE NCC Standard Service Agreement is concluded.

5.3 The Member shall make the payment to the RIPE NCC within 30 days of date of invoice, failing which the Member shall be in default with no notice of default being required.

5.4 With effect from the day on which the Member defaults on its payment obligations, the Member shall owe the RIPE NCC the statutory rate of interest on the amounts unpaid as well as a late payment fee. In addition, the Member 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 Member in connection with the latter's failure to effect (timely) payment.

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

5.6 In addition to this Article 5, the Member adheres to the documented payment procedures for the services of the RIPE NCC as specified in the current version of the RIPE NCC Billing Procedure and Fee Schedule document.

## Article 6 – Compliance

6.1 The Member acknowledges applicability of, and adheres to, the RIPE Policies and RIPE NCC procedural documents. The RIPE Policies and the RIPE NCC procedural documents are publicly available from the RIPE NCC Document Store. These documents, which may be revised and updated from time to time, form an integral part of and apply fully to the RIPE NCC Standard Service Agreement. Each revised document will receive a new document number and can be found on <http://www.ripe.net>.

Below is a non-exclusive list of these documents:

- IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region (current version)
- Autonomous System (AS) Number Assignment Policies and Procedures (current version)
- IPv6 Address Allocation and Assignment Policy (current version)
- RIPE NCC Activity Plan (current version)
- RIPE NCC Charging Scheme (current version)
- RIPE NCC Billing Procedure and Fee Schedule (current version)
- Closure of LIR and Deregistration of Internet Number Resources (current version)
- Transfer of Internet Number Resources (current version)
- The RIPE NCC Clearing House Procedure (current version)
- RIPE NCC Conflict Arbitration Procedure (current version)

6.2 The Member shall provide the RIPE NCC with complete, updated and accurate information necessary for the provision of RIPE NCC services and shall assist the RIPE NCC with audits and security checks as outlined in the RIPE NCC procedural documents, particularly with RIPE NCC audit activity.



6.3 If the Member fails to comply with the RIPE Policies and RIPE NCC procedures as outlined in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”, the RIPE NCC may suspend the provision of RIPE NCC services to the Member and may deregister the Internet Number Resources it has registered to the Member in accordance with the procedure outlined in the RIPE NCC procedural document “Closure of LIR and Deregistration of Internet Number Resources”. The Member shall cooperate with the deregistration of the Internet Number Resources. The RIPE NCC may also terminate the RIPE NCC Standard Service Agreement in accordance with Article 9.3 of this Agreement.

## Article 7 - Clearing House

7.1 In any given year the financial surplus or deficit of the RIPE NCC is accounted for in a separate reserve of the RIPE NCC called the Clearing House.

7.2 The Clearing House may equal a maximum of three times the total amount of the RIPE NCC service fees in the relevant financial year. If and when the previously mentioned maximum is exceeded, the RIPE NCC Clearing House Procedure is executed, in the year following the relevant financial year.

7.3 The Clearing House procedure stipulates that the excess amount shall be returned to the Members in proportion to the level of the service fees paid in the relevant financial year and the two previous years. This excess amount shall be credited to the Member on the service fee of the year following the year that the Clearing House procedure has taken place.

7.4 Only the Members that have fulfilled the service fee payment for the relevant financial year take part in the Clearing House procedure.

7.5 In the event the RIPE NCC Standard Service Agreement is terminated in the financial year referred to in Article 7.2, the Member will not participate in the Clearing House procedure.

## Article 8 – Liability

8.1 The Member shall be liable for all aspects of its use of the services offered by the RIPE NCC. The Member shall also be liable for all aspects of its use and all that ensues from its use of the Internet Number Resources.

8.2 The RIPE NCC excludes all liability for any direct or indirect damages, including damages to the Member's business, loss of profit, damages to third parties, personal injury or damages to property, except in cases involving willful misconduct or gross negligence on the part of the RIPE NCC or its management.

8.3 The RIPE NCC shall, in any event, not be liable for damages caused by a failure to make the Internet Number Resources available (on time), or for damages in any way connected with the use of the Internet Number Resources.

8.4 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 along and over which the RIPE NCC services must necessarily be carried.

8.5 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.

8.6 The Member shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Member's use of the RIPE NCC services.

8.7 In any event the RIPE NCC's liability shall be limited to a maximum amount equivalent to the Member's service fee of the relevant financial year.

#### Article 9 – Term and Termination

9.1 The RIPE NCC Standard Service Agreement shall be entered into for an indefinite period of time, unless terminated in accordance with the provisions of this article.

9.2. The Member shall be entitled to terminate the RIPE NCC Standard Service Agreement with a notice period of three months. Notice shall be in writing and sent to the RIPE NCC by electronic or regular mail.

9.3 Without prejudice to termination in accordance with 9.4, the RIPE NCC shall be entitled to terminate the RIPE Standard Service Agreement in the event that the Member fails to meet any of its obligations arising from the RIPE NCC Standard Service Agreement and does not remedy such failure within the period specified in the RIPE NCC procedural document "Closure of LIR and Deregistration of Internet Number Resources". The RIPE NCC shall also be entitled to terminate the RIPE NCC Standard Service Agreement if the continuation of this Agreement is impossible for reasons above and beyond control by the RIPE NCC. Termination shall be in accordance with the procedure set forth in the RIPE NCC procedural document "Closure of LIR and Deregistration of Internet Number Resources", without the RIPE NCC being liable to pay damages to the Member and without prejudice to the RIPE NCC's right to claim (additional) damages from the Member.

9.4 The RIPE NCC shall be entitled to terminate the RIPE NCC Standard Service Agreement with immediate effect in accordance with the procedure set forth in the RIPE NCC document "Closure of LIR and Deregistration of Internet Number Resources", without being liable to pay damages to the Member and without prejudice to the RIPE NCC's right to claim (additional) damages from the Member:

- a. if an application has been or is filed for the Member's bankruptcy or for a suspension of payments (moratorium).
- b. if the Member goes into liquidation or becomes insolvent.

- c. if the Member 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 Member fails to submit to the RIPE NCC a recent extract from the Commercial Trade Register or equivalent document proving the registration of the Member with the national authorities when this is asked for by the RIPE NCC.
- e. if the Member fails to observe any rule of applicable law, which should be adhered to by the Member. The RIPE NCC shall only terminate the RIPE NCC Standard Service Agreement for this reason if this is required by law or upon receipt of a court order forcing the RIPE NCC to do so.
- f. if the Member is in default of payment as defined in Article 5.3.
- g. on the day on which the Member's membership of the RIPE NCC association terminates according to Article 6 of the Articles of Association.
- h. if the Member provides the RIPE NCC with falsified or misleading data or provides the RIPE NCC repeatedly with incorrect data.
- i. if the Member repeatedly refuses to assist the RIPE NCC with audits as specified in the procedural document "RIPE NCC Audit Activity".
- j. if the RIPE NCC cannot reasonably be required to continue the RIPE NCC Standard Service Agreement for reasons that cannot be attributed to the RIPE NCC and for which the RIPE NCC cannot be held accountable by virtue of law, a juridical act or generally accepted principles.

9.5 Upon termination in accordance with this article 9, the RIPE NCC will stop providing RIPE NCC services to the Member and the Member will lose their RIPE NCC member status as described in the RIPE NCC procedural document "Closure of LIR and Deregistration of Internet Number Resources". The Member shall stop using RIPE NCC services and shall cooperate with the deregistration of any Internet Number Resources the RIPE NCC has registered to them.

9.6 A RIPE NCC Standard Service Agreement, which has been terminated may be re-activated subject to prior written authorisation by the RIPE NCC and payment of a sign-up fee.

## Article 10 - Miscellaneous

10.1 Without the RIPE NCC's prior written consent, the Member shall not be permitted to assign to third parties any rights or obligations that arise from the RIPE NCC Standard Service Agreement, including any rights on Internet Number Resources registered by the RIPE NCC.

10.2 The Member acknowledges and agrees that the registration of Internet Number Resources does not constitute property and the registration of Internet Number Resources

in the name of the Member or a third party does not confer upon the Member or the third party any rights of ownership. The Member acknowledges that any Internet Number Resources deregistered by the RIPE NCC may be re-registered to another party according to the RIPE Policies.

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

10.4 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.

10.5 The titles next to the articles of this Agreement are for convenience only and shall not be taken into account for the interpretation of the articles.

#### Article 11 – Governing Law

11.1 All agreements between the RIPE NCC and the Member shall be exclusively governed by the laws of the Netherlands.

11.2 Any disputes which may arise from the RIPE NCC Standard Service Agreement shall be settled in accordance with the RIPE NCC Conflict Arbitration Procedure as adopted by the RIPE NCC Executive Board after consultation with the RIPE NCC membership.

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

Member	RIPE NCC
Place	Amsterdam
Date	
Name of authorised person	Axel Pawlik
Function	Managing Director
Signature	