

RIPE NCC End User Assignment Agreement

RIPE NCC

Document ID: ripe-462

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Please return a signed copy of this Agreement as well as a copy of an extract from the Commercial Trade Register or an equivalent document that proves the registration of End User's business with the national authorities.

If your business has not yet been incorporated and has not been registered in the Commercial Trade Register, please include a photocopy of the requester's valid identity card.

This Agreement comes into force upon receipt of the RIPE NCC of the signed Agreement and the documents listed above.

Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, with offices at Singel 258, 1016 AB Amsterdam, The Netherlands, and registered with Amsterdam Chamber of Commerce (40539632), hereinafter known as the “**RIPE NCC**”

and

[name and legal form of organisation], with registered offices at [address], registered with [register; registration number], hereinafter known as the “**End User**”

Whereas:

As a Regional Internet Registry (RIR), the RIPE NCC has the authority to delegate Internet number resources in its service region.

The RIPE NCC allocates Internet number resources to Local Internet Registries (LIRs). In addition, the RIPE NCC assigns Internet number resources to End Users for their own use in accordance with the applicable RIPE policies for assignment of Internet Number Resources to End Users.

This Agreement defines the conditions under which the RIPE NCC will assign Internet number resources to an End User and maintain such assignments during the term of the Agreement.

Have agreed as follows:

Article 1 - Definitions

Agreement: This Agreement.

Administration Fee: The Fee to be paid by End User to the RIPE NCC for the administrative costs of this agreement and for handling the first Internet number resource request assignment.

Assignment: The act by which the RIPE NCC enables the End User to use Internet number resources for its own internal use. This involves the publication in the RIPE Database of the End User as the assignee of the respective Internet number resources as well as the publication of the Reverse DNS Delegations for the respective Internet Number Resources.

End User: Natural person or legal entity that has entered into an Agreement in order to receive Internet number resources.

Internet Number Resources: Unique address space (IPv4 and IPv6) and Autonomous System Numbers (ASNs) issued by any Internet Number Registry.

Internet Number Registry (INR): A registry that allocates Internet number resources and holds and publishes details of Internet number resource information.

Maintenance Fee: Periodical fee to be paid by the End User to the RIPE NCC for handling assignment requests and for maintaining the assignments made during the term of the Agreement.

Reverse DNS Delegation: Reverse Domain Name System (DNS) delegations allow applications to map to a domain name from an IP address. Reverse delegation is achieved by use of the special domain names in-addr.arpa (IPv4) and ip6.arpa (IPv6).

RIPE Database: The database operated by the RIPE NCC. The RIPE Database provides a mechanism for finding contact and registration information for networks in the [RIPE NCC service region](#). The RIPE Database contains IP addresses, Autonomous System (AS) Numbers, organisations or customers that are associated with these resources and related Points of Contact (POC).

Article 2 – General Provisions

2.1 The RIPE NCC shall assign Internet number resources to an End User and maintain assignments subject to the conditions of this Agreement.

2.2 The Agreement shall come into effect upon receipt by the RIPE NCC of the following documents:

- a. At least one hard copy of the Agreement, signed by an authorised representative of End User or by the End User;
- b. An extract from the Commercial Trade Register or equivalent document proving the registration of the End User's organisation with the national authorities. In the event that the

End User's organisation has not been incorporated and has not been registered with the Commercial Trade Register, the End User shall send the RIPE NCC a photocopy of a valid identity card.

2.3 The RIPE NCC reserves the right to amend and/or supplement the terms of this Agreement. The RIPE NCC shall notify the End User at least one month prior to any such amendment or supplement coming into effect.

Article 3 – Request for Assignment

3.1 The End User may request an assignment using the applicable request form (available at www.ripe.net).

3.2 The RIPE NCC shall assign the requested Internet number resources as soon as:

- a) It has received a request form;
- b) It has established that the request complies with the current RIPE policies for assignment to End Users; and
- c) It has received the documents as stated in Article 2.2; and
- d) It has received the Maintenance Fee for the calendar year at issue
- e) In the event of a first request for an assignment, the RIPE NCC has received the Administration Fee

Article 4 – Purpose, Nature and Scope of Assignment

4.1 The Internet number resources are assigned to an End User for use within his/her own internal network only.

4.2 The assignment does not confer upon the End User any proprietary or transferable rights to the Internet number resources. The End User shall not be permitted to assign, delegate, sub-delegate or otherwise allow third parties to use the Internet number resources assigned to it pursuant to this Agreement.

4.3 The RIPE NCC does not guarantee that the assigned Internet number resources will be routable on any part of the Internet.

4.4 The End User may use the assigned Internet number resources as long as:

- a) The Internet Number Resources assigned to him/her are used only within his/her own internal network; and
- b) The assigned Internet Number Resources are used for the purpose as specified in the request on the basis of which the Internet number resources have been assigned; and
- c) The End User complies with the current RIPE policies for assignment to End Users, which may be amended at any time by the RIPE community in accordance with the RIPE Policy Development Process (PDP); and
- d) The Agreement has not been terminated pursuant to Article 7.

Article 5 – Fees, Payment

5.1 Upon signature of this Agreement, the End User shall pay to the RIPE NCC an Administration Fee. During the term of the Agreement, the End User shall pay a periodical Maintenance Fee. The fees are defined annually by the RIPE NCC General Meeting as part of the Charging Scheme and shall be published at www.ripe.net.

5.2 The End User shall pay the Administration Fee and Maintenance Fee within 30 days of the date of the invoice, failing which the End User shall be in default with no notice of default being required.

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

Article 6 – Liability

6.1 The End User shall be liable for all aspects of the use of the Internet number resources assigned to it pursuant to this Agreement and all that ensues from its use of those Internet Number Resources.

6.2 The RIPE NCC excludes all liability for any direct or indirect damages, including damages to the End User'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.

6.3 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.

6.4 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 (DoS) attacks, war, revolutions or comparable situations, power failures, defects in electronic lines of communication, fire, explosions, damage caused by water, floods and earthquakes.

6.5 The End User shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the End User's use of the Internet number resources assigned to it pursuant to this Agreement.

6.6 In any event, the RIPE NCC's liability shall be limited to a maximum amount equivalent to the aggregate payments received by the RIPE NCC pursuant to this Agreement.

Article 7 – Term and Termination

7.1 The Agreement shall be entered into for an indefinite period of time, unless terminated in accordance with this Article 7.

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

7.3 Without prejudice to the provisions contained in the Agreement, the RIPE NCC shall be entitled to terminate the Agreement forthwith with immediate effect by means of a notice sent to the End User by registered mail, without being liable to pay damages to the End User and without prejudice to the RIPE NCC's right to claim (additional) damages from the End User if:

- a) An application has been or is filed for the End User's bankruptcy or for a suspension of payments (moratorium).
- b) The End User goes into liquidation or becomes insolvent.
- c) The End User acts in violation of any of the provisions of Article 4.
- d) The End User 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.
- e) The End User fails to observe any rule of applicable law, which should be adhered to by the End User and which, in the opinion of the RIPE NCC, is of such a nature as to justify immediate termination.
- f) The End User is in default of payment as outlined in Article 5.2, and in addition fails to pay such fees and/or costs within 14 days after receipt of notice of default.

7.4 Upon termination, the RIPE NCC shall delete the RIPE Database record for the Internet number resources assigned pursuant to this Agreement and revoke the reverse DNS for the respective Internet number resources.

7.5 Upon termination, the End User shall no longer be entitled to use the Internet number resources.

7.6 Termination shall not affect Administrative or Maintenance Fees which have become due or paid prior to the date of termination.

Article 8 - Governing Law: Disputes

8.1 This Agreement shall be exclusively governed by the laws of the Netherlands.

8.2 Any disputes that may arise from the Agreement shall be settled in accordance with the RIPE NCC End User Arbitration Procedure as outlined in paragraph 9.6.

Article 9 - Miscellaneous

9.1 Without the RIPE NCC's prior written consent, the End User shall not be permitted to assign any rights or obligations arising from the Agreement.

9.2 The End User shall notify the RIPE NCC immediately of any change of address or billing details. Until such notification, the last notified address and billing details shall be presumed to be correct.

9.3 Unless advised otherwise, the RIPE NCC may send notifications under this Agreement to the last notified email address of End User.

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

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

9.6 The RIPE policies referred to in this Agreement, 1 October 2008, these RIPE Policies included:

- ripe 424: [IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region \(current version\)](#)
- ripe 302: [Policy for Reverse Address Delegation of IPv4 and IPv6 Address Space in the RIPE NCC Service Region \(current version\)](#)
- ripe-389: [Autonomous System \(AS\) Number Assignment Policies and Procedures \(current version\)](#)
- ripe-421: [IPv6 Address Allocation and Assignment Policy \(current version\)](#)
- ripe-174: [RIPE NCC Conflict Arbitration Procedure](#)

9.7 The RIPE documents referred to in the Agreement are available to the public from the RIPE Document Store. These documents, which may be revised and updated at any time in accordance with the RIPE Policy Development Process (PDP), form an integral part of and apply fully to the Agreement. Each revised document receives a new document number and can be found on www.ripe.net.

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

End User	RIPE NCC
Place	Amsterdam
Date	
Name of authorised representative	Axel Pawlik
Function	Managing Director
Signature	