

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
LEGACY REGISTRATION SERVICE AGREEMENT**

This LEGACY SERVICE AGREEMENT ("Legacy Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and _____, ("~~Applicant~~" Legacy Applicant), which holds the following specifically enumerated number resources: _____ ("Included Number Resources"). This Legacy Agreement only covers the Included Number Resources; any other number resources held by the Legacy Applicant pursuant to an existing RSA or not described here are not covered by the terms of this Legacy Agreement.

~~ARIN will not accept any alterations to this Agreement. Applicant must return the signature page of this Agreement to ARIN to indicate its acceptance, without modification, of all the terms and conditions of the Agreement.~~

~~BECAUSE OF THE NECESSARY ROLE THAT ARIN PERFORMS FOR THE INTERNET COMMUNITY, ARIN RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME, WITH OR WITHOUT NOTICE TO APPLICANT. CHANGES WILL BE EFFECTIVE AFTER BEING POSTED ON ARIN'S WEBSITE FOR 30 DAYS, AND WILL BE APPLIED TO ALL APPLICANTS OR PERSONS RECEIVING SERVICES. CONTINUED RECEIPT OR USE OF THE SERVICES CONSTITUTES APPLICANT'S ACCEPTANCE OF THE CHANGES. ACCORDINGLY, APPLICANT SHOULD MONITOR ARIN'S WEBSITE TO REVIEW ANY CHANGES AFFECTING THIS AGREEMENT.~~

1. INTRODUCTION

ARIN is a Regional Internet Registry serving Canada, the United States, and several islands in the Caribbean Sea and North Atlantic Ocean and, since 1997, is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas. ~~Applicant must submit this Agreement and~~ To complete the process for the regularization of the Included Number Resources and the provision of certain Services (as defined here in below), Legacy Applicant must comply with the provisions of this Agreement by submitting an application, an executed Legacy Agreement and provide any requested accompanying information to ARIN ~~to apply to receive and use certain services ("Services") from ARIN, which.~~ For purposes of this Legacy Agreement, the term "Services" may include, without limitation, an allocation/assignment of the inclusion of the legacy IP address space, assignment of and/or Autonomous System numbers ("ASNs") previously issued to Legacy Applicant, inverse addressing on network blocks, maintenance of network records, and administration of IP address space related to number resources issued prior to ARIN's inception on December 1, 1997 in its service area. ~~Allocation/assignment of IP address space and assignment of ASNs shall hereinafter be defined as "number resources."~~)

2. APPLICATION

~~In order to submit an application to receive or use any Services,~~ Legacy Applicant must complete ~~the a~~ legacy application ~~process~~ found on ARIN's website, located at "http://www.arin.net" (the "Website"). ~~In so doing,~~ Legacy Applicant must: (i) provide ARIN with accurate, up-to-date and complete application information, ~~including, without limitation, the Services that it wishes to receive,~~ (ii) promptly notify ARIN if any of its information changes during the term of this Legacy Agreement, and (iii) promptly, accurately, and completely

respond to any inquiry made to Legacy Applicant by ARIN or its designee during the term of this Legacy Agreement. Legacy Applicant agrees that in applying to receive or use the Services and in using the Services, it must comply with ARIN's Number Resource Policy Manual, Certificate Practice Statement, and Guidelines ("Policies"), as published on the Website. ~~If Applicant fails to do or,~~ as long as the terms of the Policies are not inconsistent with this Legacy Agreement. In the event of any inconsistency between the Policies and this Legacy Agreement, the terms of this Legacy Agreement will prevail, including but not limited to those Policies adopted after this Legacy Agreement is executed. If Legacy Applicant fails to comply with ~~any of the foregoing during the term~~ terms of this Legacy Agreement, ARIN may

terminate this [Legacy](#) Agreement and refuse to provide the Services to [Legacy](#) Applicant.

3. EVALUATION AND ACCEPTANCE

Following [Legacy](#) Applicant's completion of the online application process, ARIN will [promptly](#) evaluate [Legacy](#) Applicant's request for the Services. Evaluation may require [Legacy Applicant's submission of](#) additional documentation to support ~~the~~[its](#) application such as, but not limited to, ~~business plans, management documentation,~~ state registration, Dun & Bradstreet and/or taxpayer information, and/or registration under the province or country in which the entity is registered for verification purposes. If ARIN, in its sole and exclusive discretion, applying its published Policies and internal verification process, determines that it ~~will~~[can](#) provide the Services to [Legacy](#) Applicant, ARIN shall provide written notice to [Legacy](#) Applicant of its willingness to do so, and ARIN will promptly commence providing the Services to [Legacy](#) Applicant in accordance with the terms and conditions of this [Legacy](#) Agreement. If ARIN, in its sole and exclusive discretion, applying its published Policies and internal verification process, determines that it ~~will not~~[cannot](#) provide the Services, it will provide written notice to [Legacy](#) Applicant of its decision.

4. CONDITIONS OF SERVICE

(a) Provision. Subject to ARIN's agreement to provide the Services in accordance with Section 3 and [Legacy](#) Applicant's ongoing compliance with its obligations under this [Legacy](#) Agreement, including, without limitation, the payment of the Fees (as defined below), ARIN shall provide the Services to [Legacy](#) Applicant in accordance with this [Legacy](#) Agreement and the Policies.

(b) Change Request. If [subsequent to signing this Legacy Agreement Legacy](#) Applicant desires to change the Services that it receives from ARIN, it must provide ARIN with written notice (a "Change Request"). ARIN will evaluate [Legacy](#) Applicant's Change Request. If ARIN, in its sole and exclusive discretion, determines that it ~~will~~[can](#) provide the Services to [Legacy](#) Applicant as set forth in the Change Request, ARIN will commence providing the Services as modified to [Legacy](#) Applicant in accordance with the terms and conditions of this [Legacy](#) Agreement. If ARIN, in its sole and exclusive discretion, determines that it ~~will not~~[cannot](#) provide the Services as requested by [Legacy](#) Applicant to be modified, it will provide written notice to [Legacy](#) Applicant that it ~~will not~~[cannot](#) provide Services in accordance with the Change Request, [and describe the reasons therefore. ARIN's inability to provide the Services in accordance with the Change Request may be subject to the provisions of Section 15\(l\) of this Agreement regarding Dispute Resolution.](#)

(c) Cooperation. During the term of this [Legacy](#) Agreement, [Legacy](#) Applicant shall provide ARIN complete, up-to-date and accurate information, assistance, and cooperation that ARIN requests in ARIN's provision of the Services to [Legacy](#) Applicant, including, without limitation, during ~~its~~[any](#) review of [Legacy](#) Applicant's utilization of allocated number resources. If [Legacy](#) Applicant does not provide ARIN

with ~~any~~required information, assistance, or cooperation that ARIN requests, ARIN may: (i) ~~revoke and reclaim Applicant's number resources;~~ (ii) take such failure into account in determining Legacy Applicant's future allocation/assignment of additional number resources, and/or (iii) terminate this Legacy Agreement.

(d) Prohibited Conduct. In using the Services, Legacy Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) ~~violate~~be found to have violated any applicable laws, statutes or regulations by a ruling of a court or government regulatory agency; or (iii) assist any third party in engaging in any activity prohibited by this Legacy Agreement. In the event a private party or governmental authority obtains a judgment from an appropriate judicial tribunal against Legacy Applicant, ~~Applicant~~such other person shall send a copy of this judgment to ARIN's General Counsel at the address provided in Section 15(i). A definitive finding of a violation of law or regulation when established by a decision of a national, state, or other government authority regarding (i) through (iii) herein should similarly be sent to ARIN's General Counsel for ARIN's review and action. ARIN will cooperate with all government or judicial inquiries utilizing legally appropriate methods for obtaining information from ARIN regarding allegations of prohibited conduct.

(e) Content Control. Legacy Applicant acknowledges that content transmitted over the Internet occurs in real time. Accordingly, ARIN does not have the ability to control content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

5. USE OF THE ARIN DATABASE

(a) Authorization. To obtain a digital certificate, Legacy Applicant must meet the requirements and follow the procedures as outlined in ARIN's Certificate Practice Statement ("CPS"), which is available at <http://www.arin.net/CA/>. The Administrative Point of Contact ("POC") will be the principal point of contact between Legacy Applicant and the ARIN database, and have the sole right to designate other qualifying POCs of Legacy Applicant with authority to modify the ARIN database ("Authority"). The Administrative POC will also facilitate Legacy Applicant's compliance with the terms and conditions of this Section 5. Legacy Applicant will provide ARIN with any documentation and information regarding the Administrative POC that ARIN requests. Legacy Applicant must notify ARIN immediately if: (i) an employee with Authority has or will terminate its relationship with Legacy Applicant; (ii) an employee with Authority will have that Authority revoked; (iii) Legacy Applicant has reason to believe that an employee with Authority has granted or will grant a third party unauthorized access to the ARIN database; (iv) Legacy Applicant has any reason to believe that an employee with Authority should not be trusted; or (v) if Legacy Applicant wants to designate another Administrative POC. Notices to ARIN under this Section must be given by e-mail to noc@arin.net, and will be effective when acknowledged as received by ARIN.

(b) Legacy Applicant is responsible for the timely and accurate maintenance of directory services data (WHOIS) as well as any organization to which it further sub-delegates number resources.

(c) Liability for Unauthorized Access. Legacy Applicant is solely and exclusively responsible for all acts and omissions undertaken by any of its POCs, whether or not authorized in law or in fact. Legacy Applicant is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN database, and any loss or damage that Legacy Applicant suffers based on any unauthorized access thereto.

6. FEES ~~AND~~ PAYMENTS

(a) ARIN's Standard Posted Fee Schedule. ~~As a condition precedent to ARIN's duty to provide the Services, Applicant shall pay ARIN for providing the Services in accordance with~~ Does Not Apply To The Legacy Resources Covered By This Agreement. ARIN hereby agrees that the fees it usually charges for Services will not apply to Legacy Applicants. ARIN's Fee Schedule, which is available at http://www.arin.net/billing/fee_schedule.html. ~~From time to time, during the term of, does not apply to this Legacy Agreement, and as it may be renewed, ARIN will have the right to change the amount of the fees or institute new fees relating to the Services.~~

~~(b) No Refunds. All fees paid by Applicant to ARIN are nonrefundable. (c) Registration Fees. Applicant shall pay ARIN the applicable~~ a Legacy Fee Schedule will apply. For example, Legacy Applicants do not have to pay ARIN any "registration fee," as typically set forth in the Fee Schedule ~~as well as any outstanding fees for other resources received from ARIN, prior to ARIN providing Applicant with its requested allocation/assignment of number resources. Applicant shall also.~~

(b) Annual Maintenance Fees Paid By Legacy Applicants For Resources Covered By This Agreement. Legacy Applicant shall only be required to pay ARIN the currently applicable "annual renewal fee," if any, as set forth in the Fee Schedule, at least five (5) days prior to each 12-month anniversary of ARIN's first issuance of the Services to Applicant (e.g., ARIN's initial allocation/assignment of number resources to Applicant). If, for any reason, Applicant does not pay any applicable renewal registration fee Annual Legacy Maintenance Fee" as set forth in the ARIN Legacy Fee Schedule. This fee shall be \$100 per year until the year 2013. ARIN will send an invoice to prompt such payment before the due date. This fee will be waived through 2013 if the Legacy Applicant returns one-fourth or more of the Included Number Resources. After 2013, ARIN, by vote of ARIN's Board, may annually increase the Legacy Fee by no more than (1) the amount charged non-Legacy holders for this maintenance service; and (2) no increase per year greater than \$25. If Legacy Applicant does not pay the Annual Legacy Maintenance Fee or other fees that may be owed ARIN hereunder, ARIN shall have provide written notification to the Applicant approximately thirty (30) days following the date on which the payment is not made. If Legacy Applicant fails to make payment in response to the notice of delinquency, ARIN shall provide Legacy Applicant with an additional written notice, by certified or registered mail, return receipt requested, (as appropriate in each country), and, when possible, by email and telephone. ARIN has the right to: (i) revoke the included number resources ~~previously allocated and/or previously assigned or (ii) terminate this Agreement~~ if unpaid after 12 months of the due date, and/or ARIN is unable to contact the Applicant after 12 months, or (ii) terminate this Legacy Agreement and stop providing the services. Any resources revoked pursuant to (i) shall be held by ARIN for a further period of 12 months by ARIN before they are reissued. Any Legacy Applicant whose resources

are held by ARIN during this 12 month period may restore the services related to these resources and have the revocation nullified if it contacts ARIN and brings its account current during the foregoing 12 month period.

(c) No Refunds. All fees paid by Legacy Applicant to ARIN are nonrefundable.

7. CURRENT AND FUTURE POLICIES

~~Pursuant~~As set forth in Section 2, to the extent of any conflict between the provisions of this Legacy Agreement and the Policies, the terms of this Legacy Agreement shall prevail. Notwithstanding the foregoing, pursuant to ARIN's Internet Resource Policy Evaluation Process ("IRPEP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once implemented, will be considered Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Legacy Applicant immediately after they are posted on the Website. Legacy Applicant acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as amended. ~~ARIN may, at any time in its sole and absolute discretion, amend the Policies or create new Policies and such amendments or new Policies shall be binding upon Applicant immediately after they are posted on the Website, except to the extent those Policies may conflict with the rights and duties provided Legacy Applicant in this Legacy Agreement.~~

8. REVIEW OF LEGACY APPLICANT'S NUMBER RESOURCES

ARIN may ~~review, at any time, no more other than annually, or whenever a transfer or additional IP address space is requested, review Legacy~~ Applicant's ~~use~~utilization of previously allocated or assigned number resources or other Services received from ARIN to determine if Legacy Applicant is complying with this Legacy Agreement and the Policies, ~~and is using the Services for their intended purposes. Without limiting the foregoing, if Applicant is a holder of a direct allocation or assignment from ARIN, Applicant agrees that it will use the number resources solely for uses consistent with its application and this Agreement, including, for example, its internal infrastructure or to provide Internet access to its customer base. If ARIN determines that the number resources or any other Services are not being used in compliance with this Agreement, the Policies, or the purposes for which they are intended, ARIN may: (i) revoke the number resources, (ii) cease providing the Services to Applicant, and/or (iii) terminate this Agreement.~~

9. NO PROPERTY RIGHTS

Legacy Applicant acknowledges and agrees that the number resources are not property (real, personal, or intellectual) and that Legacy Applicant ~~shall~~does not ~~acquire~~have any property rights in or to ~~any number resources by virtue of~~the Included Number Resources, including but not limited by this Legacy Agreement or otherwise, the prior issuance of these resources to it. Legacy Applicant further agrees that it will not attempt, directly or indirectly, to obtain or assert any trademark, service mark, copyright, or any other form of property rights in any number resources in the United States or any other country.

10. VOLUNTARY RETURN OF INCLUDED NUMBER RESOURCES

(a) ARIN requests that Legacy Applicant conform to RFC 2050 and RFC 2008 and voluntarily return to ARIN the portion of all Included Number Resources that it is unlikely to need over the next 10 years. A Legacy Applicant that returns no less than 25% of the Included Number Resources will be eligible for a series of benefits, including partial or permanent reduction in ARIN fees, membership and meeting costs as the Board of Trustees may from time-to-time prescribe. These benefits will increase as the percentage of Included Number Resources returned increases to 50% and again at 75%.

(b) ARIN will take no action to reduce the services provided for Included Number Resources that are not currently being utilized by the Legacy Applicant.

11. 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) 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 applicable laws, regulations, or rules, and (iii) 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 Applicant. Legacy Applicant hereby represents and warrants to ARIN that during the term of this ~~Agreement: (i) it will not infringe the patent, copyright, trademark, trade secret, right of publicity, or other right of any third party in its use of the Services, and (ii)~~ Legacy Agreement: that Legacy Applicant will comply with all applicable laws, rules, and regulations in its use of the Services, including this Legacy Agreement and the Policies.

~~11.~~ 12. BANKRUPTCY

If Legacy Applicant: (i) files any petition under any chapter of 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 Applicant's assets; or (iv) ceases or intends to cease its normal business operations, Legacy Applicant will notify ARIN immediately. ~~Upon such notice, or if ARIN otherwise learns of the occurrence of any of the foregoing events,~~ ARIN may intervene in any such bankruptcy or insolvency proceeding or take other appropriate, lawful action to preserve its rights under this Legacy Agreement ~~and the Policies, and its ability to provide the Services to its other users, including, without limitation, by: (i) revoking the number resources assigned to Applicant, and/or (ii),~~ including terminating this Agreement. Legacy Applicant agrees to consent to ARIN's intervening in any such bankruptcy court proceeding so that ARIN can protect its rights under this Legacy Agreement with respect to the ~~Policies, number resources and any other~~ rights ARIN has under this Legacy Agreement. Legacy Applicant acknowledges and agrees that this Legacy Agreement is executory.

~~12. INDEMNIFICATION Applicant shall indemnify, defend, and hold ARIN and its employees, representatives, agents, attorneys, affiliates, trustees, directors, officers, and managers, and members (the "Indemnified Parties") harmless from any damage, loss, cost, or expense (including without limitation, attorneys' fees and costs) incurred by an Indemnified Party or in connection with any claim, demand, or action ("Claim") brought or asserted against any of the Indemnified Parties alleging facts or circumstances that would constitute a breach of any provision of this Agreement by Applicant, or its employees or contractors, or arising from, relating to, or connected with: (i) unauthorized access to or use of the ARIN database by Applicant or any of its current or former employees, representatives, agents, attorneys, affiliates, directors, officers, POCs, or managers; (ii) unauthorized access to or use of Applicant's information or number resources in the ARIN database; or (iii) Applicant's use of the Services. If Applicant is obligated to provide indemnification pursuant to this provision, ARIN may, in its sole and absolute discretion, control the disposition of any Claim at Applicant's sole cost and expense. If ARIN permits Applicant to control the disposition of any Claim, Applicant shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. The Applicant agrees to notify ARIN promptly of the assertion against it or any other person of any claim or the commencement of any action or proceeding relating to any transaction contemplated by this Agreement, whether or not ARIN is named in the claim or action.~~

13. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) DISCLAIMER OF WARRANTIES. ARIN PROVIDES THE SERVICES ON AN “AS-IS” BASIS. ARIN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET [LEGACY](#) APPLICANT’S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE [LEGACY](#) APPLICANT USES. ARIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS [LEGACY](#) AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR NON-INFRINGEMENT.

(b) EXCLUSION OF DAMAGES. ARIN WILL NOT BE LIABLE TO LEGACY APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) LIMITATION OF LIABILITY. EXCEPT IN THE EVENT OF A MATERIAL BREACH OF ARIN'S REPRESENTATIONS AND WARRANTIES UNDER THIS LEGACY AGREEMENT, IN NO EVENT WILL ARIN'S LIABILITY TO LEGACY APPLICANT OR ANY THIRD PARTY EXCEED THE GREATER OF (i) THE AMOUNT PAID BY LEGACY APPLICANT TO ARIN DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

14. TERM AND TERMINATION.

(a) Term. The term of this Legacy Agreement shall commence on the date Legacy Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This Legacy Agreement shall renew automatically on the anniversary date of the Effective Date for unlimited one-year terms, unless earlier terminated in accordance with the termination provisions of this Legacy Agreement or if either party gives written notice to the other party of its desire not to renew this Legacy Agreement at least thirty (30) days prior to the expiration of the then-current term.

(b) Termination for Cause by ARIN. ARIN shall have the right to terminate this Legacy Agreement for cause in accordance with Section 15(j) : (i) immediately upon written notice for the reasons as set forth in Sections 2, ~~3~~, 4(c), 4(d), 6(~~eb~~), ~~8~~, 11, or if Legacy Applicant breaches any provision of Section 5; or (ii) upon written notice if Legacy Applicant breaches any other provision of this Legacy Agreement and such breach remains uncured in ARIN's reasonable determination for ~~ten~~thirty (~~40~~30) days following ARIN's written notice to Legacy Applicant.

(c) Termination for Cause by Legacy Applicant. Legacy Applicant shall have the right to terminate this Legacy Agreement for cause upon written notice if ARIN materially breaches this Legacy Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Legacy Applicant.

(d) Termination by Legacy Applicant ~~of~~Through Return of Number Resources. Legacy Applicant shall have the right to terminate this Legacy Agreement at any time if it returns, without limitation, all ~~number resources assigned and/or allocated to it by ARIN.~~ included Number Resources. If Legacy Applicant wishes to terminate this Legacy Agreement in accordance with this Section 14(d), the Legacy Applicant must submit thirty (30) days prior written notice to ARIN of its intent to return, in total, ~~its ARIN-~~ assigned or allocated number resources the Included Number Resources, and must return the

resources within thirty (30) days of ARIN's receipt of written notice of the Legacy Applicant's intent. This Legacy Agreement remains binding until the Legacy Applicant has returned all Legacy number resources described in this Agreement to ARIN.

(e) Effect of Termination. If this Legacy Agreement expires or is terminated: (i) ARIN will immediately revoke the number resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Legacy Applicant must immediately pay ARIN any outstanding fees that Legacy Applicant owes, ~~but Applicant will not incur any additional fees, and (iii) Applicant will lose all membership rights and benefits in ARIN, if any.~~

(f) Survival. The following Sections will survive termination or expiration of this Legacy Agreement: 4(e), 5(b), 5(c), ~~6(a), 6(b), 9 through~~ 9, 12, 13, 14(d), 14(e), and 15.

15. GENERAL PROVISIONS.

(a) Assignment ~~and/or~~ Transfer. Legacy Applicant is ~~not~~ permitted to assign this ~~Agreement or any of its~~ Legacy Agreement or any of its rights or obligations under it, with ARIN's written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies. If Legacy Applicant attempts to assign this Legacy Agreement or any rights or obligations under it, including, without limitation, ~~the exclusive right to use the number resources allocated or assigned to it, without ARIN's written permission. If Applicant attempts to assign this Agreement or any rights or obligations under it, including, without limitation,~~ by involuntary assignment to Legacy Applicant's creditors, such assignment will be of no force or effect ~~and ARIN shall have the right to immediately: (i) revoke any of the number resources allocated or assigned to Applicant, and/or (ii) terminate this Agreement.~~ The event of any transaction (whether a merger, acquisition or sale) in which Legacy Applicant's controlling managerial and/or voting interest changes during the term of this Legacy Agreement shall be considered a ~~an~~ assignment requiring ARIN's written consent to continued use of the number resources, ~~or ARIN may invoke its remedies as set forth in this section.~~ ARIN shall have the right to freely assign this Legacy Agreement upon written notice to ~~Applicant~~ Legacy Applicant if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Legacy Agreement.

(b) Pursuant to Policies, Legacy Applicant consents to assume responsibility for ensuring information involving assignments and allocations from within its allocated or assigned number resources ~~received from ARIN~~ in this Agreement is correct and provided to ARIN in a timely manner.

(c) 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.

(d) Entire Legacy Agreement. This Legacy Agreement (and the Policies ~~and the Fee Schedule,~~ which are hereby incorporated by reference to the extent they do not conflict with this Legacy Agreement) constitutes 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 which are the](#)
subject matter of

this Legacy Agreement. All other RSAs for number resources from ARIN, if any, remain unchanged by this Legacy RSA.

(e) 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.

(f) 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.

(g) 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 Applicant, its permitted successors and assigns.

(h) 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.

(i) Construction. This Legacy Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one.

(j) Written Notice. All "written notice" required or permitted to be given under this Legacy Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If Legacy Applicant gives notice to ARIN, it must use ~~the following~~ 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. If ARIN provides notice to Legacy Applicant, ARIN must use the contact information provided by Legacy Applicant to ARIN during the application process or other contact information provided by Legacy Applicant 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. 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, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated.

(k) *Force Majeure*. ARIN shall not be deemed in default hereunder, nor shall ARIN 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. In the event a *force majeure* event extends for a period in excess of thirty (30) days in the aggregate and prevents ARIN from performing its obligations under this Legacy Agreement, ARIN may, in its discretion, terminate this Legacy Agreement immediately upon written notice to Legacy Applicant.

(l) Governing Law, Jurisdiction, ~~and Venue~~, and Dispute Resolution. (a) 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 the United States of America. 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 ~~after thirty (30) days, or do not occur~~, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in ~~Fairfax County, Virginia~~ 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 Applicant's principal place of business is in any country other than the United States but within ARIN's service region, ARIN agrees to hold such arbitration pursuant to the locally prevalent equivalent of AAA arbitration rules in the capital of such country upon written request of the Legacy Applicant, provided it is received no less than 30 days after such a dispute begins. A single arbiter shall be selected by the parties by striking in turn from a list of arbiters supplied by the AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. United States and Virginia law shall be controlling. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. ~~Such arbitration provision will apply unless~~

(b) If the Legacy Applicant is part of a national, state, or local government authority whose laws or regulations require that their law ~~and~~ jurisdiction or domicile must apply to such an agreement. ~~In such an instance, upon~~ when ARIN is provided a written demonstration of such national, state, or local law or regulation, the arbitration shall be conducted ~~in the city or county in which Applicant's principal place of business is domiciled, in accordance with the provisions set forth above, except that Applicant's law shall be controlling~~ pursuant to the Legacy Applicant's laws. If there is a dispute regarding applicability of such law jurisdiction or domicile, it shall be decided by the arbitral tribunal if it cannot be resolved by agreement of the parties.

American Registry for Internet Numbers, LTD. By: (This column to be completed by [Legacy](#) Applicant)
(This column to be completed by ARIN)

Legal Name of Company ([Legacy](#) Applicant):

D/B/A (if any):

ORG ID:

Ticket Number:

~~Name (Print):-~~

~~Title (Print):-~~

~~Signature:-~~

~~Date:-~~

~~Contact Information of Authorized Officer-~~

~~Phone:-~~

~~E-Mail:-~~

~~Street Address-~~

~~City and State-~~

~~Postal Code:-~~

~~Country:-~~

Document comparison by Workshare Professional on Monday, October 15, 2007
9:12:11 AM

Input:	
Document 1 ID	interwovenSite://DMS_Gateway/ADMIN/30440396/1
Description	#30440396v1<ADMIN> - rsa
Document 2 ID	interwovenSite://DMS_Gateway/ADMIN/30440397/1
Description	#30440397v1<ADMIN> - legacy_rsa
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	252
Deletions	108
Moved from	9
Moved to	9
Style change	0
Format changed	0
Total changes	378