RIPE NCC Services for Legacy Internet Resources of RIPE NCC Members Terms and Conditions

Author: RIPE NCC
Document ID: ripe-832
Updates: ripe-747
Date: October 2024

These Terms and Conditions show the text of the contract the RIPE NCC may sign with a Member holding Legacy Internet Resources. When needed, we will send the Terms and Conditions with your details. Upon receiving, you should return one signed copy to us.

The Undersigned
Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, having its registered office at the following address
Stationsplein 11
1012 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 Member has signed the RIPE NCC Standard Service Agreement.

III. The RIPE NCC is authorised to provide registry services to legacy Internet resource holders in accordance with the RIPE Policy "RIPE NCC Services to Legacy Internet Resource Holders"

IV. The Member claims to have rights to use specific legacy Internet resources and wishes to obtain services from the RIPE NCC with regards to these legacy Internet resources.

Agree as follows:

Article 1 - Definitions

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

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

Internet Number Resources – Globally unique IP addresses (IPv4 and IPv6) and Autonomous System Numbers (ASNs)

Legacy Internet Resources – Internet Number Resources the Member has obtained prior to or outside of the current system of hierarchical distribution through the Regional Internet Registries and that are specified in the Appendix.

Member – A natural person or a legal entity that has entered into the RIPE NCC Standard Service Agreement with the RIPE NCC and, for the purpose of these Terms and Conditions, claims to have rights to use the Legacy Internet Resources.

Legacy Services – Services provided by the RIPE NCC with regards to the Legacy Internet Resources as specified in the Appendix to these Terms and Conditions.

RIPE Policies – Policies adopted through an open, bottom-up process of discussion and consensus-based decision-making by the RIPE (Réseaux IP Européens) Community, which is a collaborative forum open to all parties interested in the operations of the Internet.

Article 2 – General

2.1. These Terms and Conditions shall come into effect by means of an offer and an acceptance.
2.2. To accept these Terms and Conditions the Member must send to the RIPE NCC by post or by email one copy of the Terms and Conditions containing the handwritten signature of an authorised representative of the Member.
2.3. The RIPE NCC reserves the right to amend these Terms and Conditions. The RIPE NCC shall notify the Member of such amendments. After such amendments, a Member may continue to use the Legacy Services, provided they read, understand and agree to the amended Terms and Conditions.
2.4. These Terms and Conditions prevail over explanatory documents regarding the Legacy Services, which exist for convenience and informational purposes only and do not affect the interpretation of these Terms and Conditions.

Article 3 – Use of the Legacy Services

3.1. The RIPE NCC undertakes to provide Legacy Services to the Member's Legacy Internet Resources as specified in the Appendix to these Terms and Conditions. The Appendix may be updated at any time provided the Member agrees to the amended Appendix.
3.2. Other RIPE NCC Services provided to the Member with regards to Internet Number Resources distributed by the RIPE NCC or any other RIR are not covered by these Terms and Conditions.
3.3 The provision of certain Legacy Services may be subject to additional terms and conditions, to which the Member must agree before they access those services.
3.4. Both Parties shall comply with RIPE Policies related to Legacy Internet Resources. The Member acknowledges applicability of, and adheres to, RIPE NCC procedural documents related to Legacy Internet Resources.

3.5. The Member shall provide the RIPE NCC with complete, updated and accurate information necessary for the provision of the Legacy Services. The Member is also responsible for maintaining accurate data in the RIPE Database regarding the Legacy Internet Resources.

3.6. The Member is responsible for assisting the RIPE NCC with data accuracy checks in accordance with the procedure described in RIPE NCC procedural documents, including the documents "Due Diligence for the Quality of the RIPE NCC Registration Data" and "RIPE NCC Audit Activity".

3.7. If the Member does not meet the responsibilities of these Terms and Conditions, and without prejudice to article 5.3, the RIPE NCC may:

- Terminate the progress of any open requests related to Legacy Services
- Revoke any certificates generated by the RIPE NCC Certification (RPKI) Service

3.8. The RIPE NCC is not entitled to deregister the Legacy Internet Resources unless the Member requests so. Deregistration of Legacy Resources shall be in accordance with the procedure set forth in the RIPE NCC procedural document "Closure of Members, Deregistration of Internet Resources, and Legacy Resources".

Article 4 – Liability

4.1. The Member shall be liable for all aspects of its use of the Legacy Services. The Member shall also be liable for all aspects of use of the services and all that ensues from its use of the Legacy Internet Resources.

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

4.3. 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 Legacy Services must necessarily be carried.

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

4.5. The RIPE NCC is in no way liable for any damages, including, but not limited to, damages to the Member'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.

4.6. 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 rights to use the Legacy Internet Resources or in relation to the use of the Legacy Services.

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

Article 5 – Termination of the Legacy Services

5.1. These Terms and Conditions shall be binding for an indefinite period of time, unless the Legacy Services are terminated in accordance with the provisions of this article.

5.2. The Member shall be entitled to terminate the Legacy Services at any time with a written notice of three months. Notice shall be sent to the RIPE NCC by electronic email or regular mail. Termination shall be in accordance with the procedure set forth in the RIPE

NCC procedural document "Closure of Members, Deregistration of Internet Resources, and Legacy Resources".

5.3. Without prejudice to termination in accordance with article 5.4, the RIPE NCC shall be entitled to terminate the Legacy Services in the event that the Member fails to meet any of its obligations arising from these Terms and Conditions and does not remedy such failure within the period specified in the RIPE NCC procedural document "Closure of Members, Deregistration of Internet Resources, and Legacy Resources". This is 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.

Upon termination in accordance with this paragraph:
- The RIPE NCC will remove the RIPE NCC Legacy maintainer from the Legacy resource object;
- The RIPE NCC will revoke any certificates generated by the RIPE NCC Certification (RPKI) Service; and
- The RIPE NCC will not be obliged to provide services other than those provided immediately before the agreement to these Terms and Conditions, excluding the Delegation of reverse DNS.

5.4. The RIPE NCC shall be entitled to terminate the Legacy Services with immediate effect in accordance with the procedure set forth in the RIPE NCC procedural document "Closure of Members, Deregistration of Internet Resources, and Legacy 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:

1 If the Member's SSA is terminated for any reason.

2 If the Member transfers the Legacy Internet Resources to a third party.

3 If a third party provides sufficient evidence proving that the Member has no rights to use the Legacy Internet Resources. If the sufficient evidence refers to some of the Legacy Internet Resources, the RIPE NCC may decide not to terminate the Legacy Services but to update the Appendix in accordance with article 3.1 by removing the Legacy Internet Resource in doubt.

4 If the continuation of Legacy Services is impossible for reasons beyond the control of the RIPE NCC, or if the RIPE NCC cannot reasonably be required to continue the Legacy Services 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.

5.5. Upon termination in accordance with paragraphs 5.4:
- The RIPE NCC will remove the RIPE NCC Legacy maintainer from the Legacy resource object;
- The RIPE NCC will revoke any certificates generated by the RIPE NCC Certification (RPKI) Service; and
- The RIPE NCC will not be obliged to keep providing the holder with services other than those provided with regards to the Legacy Internet Resources immediately before the agreement to these Terms and Conditions.

Article 6 - Miscellaneous

6.1. 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 these Terms and Conditions.

6.2. 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.

6.3. If any provision contained in these Terms and Conditions is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.

Article 7 - Governing Law

7.1. These Terms and Conditions shall be exclusively governed by the laws of the Netherlands.
7.2. Any disputes that may arise from these Terms and Conditions shall be settled in accordance with the RIPE NCC Conflict Arbitration Procedure.

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

Member	RIPE NCC
Place	Amsterdam
Date	
Name of authorised person	Hans Petter Holen
Function	Managing Director and Chief Executive Officer
Signature	

Appendix

The RIPE NCC will provide RIPE NCC Services with regards to the Legacy Internet Resources as specified in this table:

Legacy Internet Resources	Available RIPE NCC Services
[LEGACY RESOURCES]	Maintenance of data relating to Internet Number Resources
	Access to LIR Portal
	Registration data available in the RIPE Database
	Certification Service
	Delegation of reverse DNS