

RIPE NCC Standard Terms and Conditions

RIPE NCC

Document ID: ripe-321

Date: 7 May 2004

Obsoletes: ripe-173

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.

Article 1 - Definitions

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

- Contributor

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, operating from its registered office in Amsterdam, the Netherlands.

- RIPE NCC services

The services as specified in the RIPE NCC Standard Service Agreement and in the current version of the [RIPE NCC Activity Plan](#).

- RIPE NCC Standard Service Agreement

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.

- Telecommunications Infrastructure

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

- Internet Resources

Any Internet identifiers distributed via Regional Internet Registries. Currently these are IPv4 address space, IPv6 address space and Autonomous System Numbers.

Article 2 - General

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.

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.

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.

Article 3 - Rights and Obligations

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.

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.

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.

3.4 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 <http://www.ripe.net>. See also Article 9.4.

Article 4 - Membership

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 3. If any of these restrictions apply to the Contributor, the Contributor will notify the RIPE NCC immediately.

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 3.

4.3 Unless otherwise stated candidate-members shall have the same rights and obligations as members.

Article 5 - Payment

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.

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.

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.

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.

5.5 The Contributor 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 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.

Article 6 - Clearing House

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.

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.

6.3 The Clearing House procedure 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.

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

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.

Article 7 – Liability

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.

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.

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

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.

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.

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.

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.

Article 8 – Term and Termination

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.

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 liable to pay damages to the Contributor and without prejudice to the RIPE NCC's right to claim (additional) damages from the Contributor:

- a. if an application has been or is filed for the Contributor's bankruptcy or for a suspension of payments (moratorium).
- b. if the Contributor goes into liquidation or becomes insolvent.
- 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.
- 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.
- 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.
- f. on the day on which the Contributor's membership of the RIPE NCC association terminates.
- 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.

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.

Article 9 - Miscellaneous

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.

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.

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.

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 <http://www.ripe.net>.

Below is a list of documents referred to in the RIPE NCC Standard Terms and Conditions:

[IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region \(current version\)](#)

[Policy for Reverse Address Delegation of IPv4 and IPv6 Address Space 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 \(current version\)](#)

[Mergers, Acquisitions, Takeovers and Closures of Organisations Operating an LIR \(current version\)](#)

[The RIPE NCC Clearing House Procedure \(current version\)](#)

[RIPE NCC Conflict Arbitration Procedure](#)

Article 10 - Governing Law

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

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.