Terms and conditions required for RIPE NCC Services for Legacy Internet Resources Agreement with a Sponsoring LIR

RIPE NCC

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Any contract between a Legacy Internet Resource Holder (Legacy Holder) and a sponsoring LIR in accordance with section 2.3 of the RIPE Policy "<u>RIPE NCC Services to Legacy Internet Resource Holders</u>" should contain the following provisions:

Use of the services

Subject to the provisions of this Article, the sponsoring LIR shall facilitate access to services provided by the RIPE NCC with regards to the Legacy Internet Resources (Legacy Services) for the Legacy Resource Holder's Legacy Resources as specified below:

[list of Legacy Internet Resources and Legacy Services available]

The provision of certain Legacy Services may be subject to additional terms and conditions, to which the Legacy Holder must agree before they access them.

The Legacy Holder shall not be permitted to assign to third parties any rights or obligations that arise from the Legacy Agreement.

Compliance

Both Parties shall comply with RIPE Policies and RIPE NCC procedural documents related to Legacy Internet Resources. The RIPE Policies and the RIPE NCC procedural documents are publicly available from the RIPE Document Store. These documents, which may be revised and updated from time to time, form an integral part of and apply fully to the Legacy Agreement. Each revised document will receive a new document number and can be found at: http://www.ripe.net/ripe/docs

The Legacy Holder understands and agrees that the sponsoring LIR can only make the Legacy Services available as long as the Legacy Holder complies with the RIPE Policies and the RIPE NCC procedural documents relevant to Legacy Internet Resources. In particular, the Legacy Resources shall:

- Provide the sponsoring LIR with complete, updated and accurate information necessary for the provision of the Legacy Services
- Assist the sponsoring LIR and the RIPE NCC with data accuracy checks in accordance with the procedure described in RIPE NCC procedural documents, including the documents "<u>Due Diligence for the Quality of the RIPE NCC</u> <u>Registration Data</u>" and "<u>RIPE NCC Audit Activity</u>".

The Legacy Holder understands and agrees that in case of non-compliance the RIPE NCC may:

• Add the remark "under review" in the RIPE Database Legacy Resource object

- Add a warning statement to the relevant records of the RIPE Database mentioning that the Legacy Internet Resources are not in compliance with data accuracy obligations
- Revoke any certificates generated by the RIPE NCC Certification Service

The RIPE NCC is not entitled to deregister the Legacy Internet Resources, unless the Legacy Holder requests the RIPE NCC to do so. The sponsoring LIR is not entitled to request the deregistration of the Legacy Internet Resources on behalf of the Legacy Holder. Deregistration of Legacy Internet 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".

Liability

The Legacy Holder shall indemnify the sponsoring LIR and the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Legacy Holder's rights to use the Legacy Internet Resources or in relation to the use of the Legacy Services for their Legacy Internet Resources.

Termination

Either party shall be entitled to terminate the Legacy Agreement in the event that their counterparty fails to meet any of its obligations arising from the Legacy Agreement. Upon termination for this reason:

- The RIPE NCC will add the remark "No-contract" in the RIPE Database Legacy Internet Resource object; and
- A warning statement will be added to the relevant records in the RIPE Database mentioning that the Legacy Internet Resources are not covered by a contractual relationship; and
- The RIPE NCC will withdraw the Delegation of reverse DNS; and
- The RIPE NCC will not be obliged to provide services other than those provided immediately before signing of this Agreement, excluding the Delegation of reverse DNS.

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".