

PROXY ACCESS SERVICE FOR THE RIPE DATABASE AGREEMENT

THE UNDERSIGNED:

Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, having its registered office at Stationsplein 11, (1012 AB) Amsterdam, the Netherlands, registered with the Amsterdam Chamber of Commerce under no. 40539632 (hereinafter: "the RIPE NCC")

And

[name of organisation], [address of organisation], [legal form of organisation], [registered with] (hereinafter: "Customer")

WHEREAS:

- I. The RIPE NCC is a Regional Internet Registry (RIR) and manages the operations of the RIPE Database;
- II. The RIPE NCC allows Proxy Access to the RIPE Database and data contained therein in accordance with the Proxy Access Service Terms and Conditions, hereafter the "Terms and Conditions";
- III. The Customer wishes to operate Proxy Access to the RIPE Database in accordance with the the Terms and Conditions;

AGREE AS FOLLOWS:

1. The Customer shall adhere to the Terms and Conditions.
2. Subject to the Terms and Conditions, the RIPE NCC shall allow the Customer to provide Proxy Access to the RIPE Database and data contained therein operating by the following IP address(es): maximum two (2)
3. The Customer acknowledges and accepts that the Agreement and the Terms and Conditions may be amended or supplemented by the RIPE NCC. The RIPE NCC shall notify the Customer at least one month prior to any such amendment or supplement coming into effect.
4. This Agreement, including the Terms and Conditions, replaces any and all existing agreements between the RIPE NCC and the Customer with regard to Proxy Access Service for the RIPE Database.

Customer IP address(es) operating the Proxy Access:

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

RIPE NCC

Customer

Place:

Place:

Date:

Date:

Name of authorised person

Name of authorised person

Axel Pawlik

Function

Function

Managing Director

Signature

Signature

Please return a signed copy of the Agreement and a copy of an extract from the Commercial Trade Register or an equivalent document proving the registration of the Customer's business with the national authorities.

EXAMPLE

RIPE DATABASE PROXY ACCESS SERVICE TERMS AND CONDITIONS

Introduction

The RIPE Database Proxy Access Service Terms and Conditions (hereinafter: the "Terms and Conditions") shall apply to the Proxy Access Service for the RIPE Database Agreement (hereinafter: the "Agreement").

Article 1 - Definitions

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

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

Customer - A natural person or a legal entity that has entered into the Agreement with the RIPE NCC.

RIPE Database - The publicly available data collection of Internet number resource registrations and Internet routing registration data published by the RIPE NCC.

Proxy Access - A gateway/proxy to query the RIPE Database through the use of a Customer's service.

Proxy Access Service - A service of the RIPE NCC that allows Proxy Access to the RIPE Database.

User - A natural person, or a person representing a legal entity, that accesses the RIPE Database, or causes access to be made, by means of the Customer's Proxy Access.

Live Query - Any query made in real time, and not through batch processing modes.

Incorrect Query - Any query or other request sent to the RIPE Database by the Customer's Proxy Access that:

- Is not in the Proxy Access format as defined in the [RIPE Database documentation](#);
- Is sent in an incorrect manner (for example, to the incorrect port);
- Has incorrect, faked, fraudulent, stored, invented or misleading User IP address details;
- Is for data that cannot be queried via a Proxy Access ;
- Is submitted on behalf of a User who has exceeded their limit according to the RIPE Database [Acceptable Use Policy](#);
- Is sent by a User who does not accept or comply with the [RIPE Database Terms and Conditions](#);
- Is part of a pattern of abuse that the Customer is aware of;
- Exceeds the Customer's limits according to the RIPE Database [Acceptable Use Policy](#).

Article 2 - General

2.1 The Agreement between the RIPE NCC and the Customer shall come into effect by means

of an offer and an acceptance.

2.2 The Customer shall send the RIPE NCC at least one hard copy of the Agreement, signed by an authorised representative of the Customer, as well as an extract from the Commercial Trade Register or equivalent document proving the registration of the Customer's business with the national authorities. The RIPE NCC shall not start the Proxy Access Service until these documents have been received and accepted.

2.3 The RIPE NCC reserves the right to amend and/or supplement the Terms and Conditions. The RIPE NCC shall notify the Customer at least one month prior to any such amendment or supplement coming into effect.

2.4 These Terms and Conditions are without prejudice to the [RIPE Database Terms and Conditions](#) that also apply to the Users of the Customer's Proxy Access.

2.5 These Terms and Conditions prevail over explanatory documents and any text regarding the Proxy Access Service, which exist for guidance and informational purposes only and do not affect the interpretation of these Terms and Conditions.

2.6 This Agreement, including the Terms and Conditions, replaces any and all existing agreements between the RIPE NCC and the Customer with regard to the Proxy Access Service.

Article 3 – Use of Proxy Access Service

3.1 The Customer shall provide Proxy Access by connecting to the Proxy Access Service of the RIPE NCC from the IP address(es) specified in the Agreement.

3.2 The query result as provided by Proxy Access shall be identical to the query result provided by the RIPE Database. The output passed to the User must contain in clear, legible form all elements of the RIPE Database output, including any copyright notices, terms of use and disclaimers. The source of the RIPE Database output shall not be misrepresented, amended, confused or disguised.

The Customer shall not do anything that would lead to incorrect, inaccurate, false or misleading information being given as part of the connection to the RIPE Database server. In particular, the Customer shall not:

- Falsify the User data that is sent to the RIPE NCC, or
- Reformat or otherwise change the query results returned from the RIPE Database to the Customer, as a result of a query sent to the RIPE Database via the proxy, in any manner that makes the data returned to the User invalid or inaccurate.

3.3 The Proxy Access shall be provided subject to the User accepting the [RIPE Database Terms and Conditions](#). The Customer shall not present the query to the RIPE Database unless this option has been accepted. The Proxy Access shall only be used as a gateway for Users who are making a Live Query to the RIPE Database. The Customer only provides output as a result of a Live Query by the User.

3.4 The Customer shall not intercept or make a copy of any data returned by the RIPE Database when the Customer makes a query via the Proxy Access service on behalf of a User.

3.5 The Customer shall not use the Proxy Access Service in such a way that the Customer is also the User of the Proxy Access to the RIPE Database. If the Customer wishes to query the RIPE Database they must do so using an ordinary query service and not connect to that service using (any of) the IP address(es) listed in the Agreement.

3.6 The RIPE Database [Acceptable Use Policy](#) specifies limits on the use of the Customer's Proxy Access. The Proxy Access limits are set "per Customer" and not "per IP address". Customers must declare to the RIPE NCC any affiliations they may have with other Customers who provide Proxy Access to the RIPE Database.

If the Proxy Access limits are exceeded, the RIPE NCC shall react in accordance with the RIPE Database Acceptable Use Policy. If these limits are exceeded on multiple occasions, the RIPE NCC may suspend or terminate the Agreement in accordance with Article 6 of the Terms and Conditions. The RIPE NCC will notify the Customer of any changes to the limits in the Acceptable Use Policy in advance, unless the limits need to be changed urgently due to a substantial abuse.

3.7 The Customer shall make reasonable efforts not to send Incorrect Queries to the RIPE Database by the Proxy Access. If Incorrect Queries are sent to the RIPE Database the RIPE NCC may, without prejudice to articles 3.9, 5.1 and 6, take action under the RIPE Database Acceptable Use Policy and ask the Customer within a reasonable period from receipt of notification by the RIPE NCC to provide evidence of the steps the Customer has taken to reduce such Incorrect Queries to an acceptable level. The RIPE NCC understands that it may not be possible for the level of Incorrect Queries to be zero and accordingly the RIPE NCC will take that into account when deciding what action (if any) to take in respect of Incorrect Queries submitted to the RIPE Database.

3.8 The use of the Proxy Access Service is restricted to the IP address(es) as set forth in the Agreement.

3.9 The Proxy Access Service will be available on a best effort basis and the RIPE NCC may suspend its operation, availability or liability to the Customer for technical, operational, legal, anti-abuse or any other reasons within the scope of managing the operations of the Proxy Access Service.

Article 4 - Control of Use

4.1 The RIPE NCC is entitled to restrict any unauthorised use of the Proxy Access Service. The RIPE NCC may perform security checks and audits for this purpose.

4.2 The Customer must assist the RIPE NCC with security checks and audits.

Article 5 - Liability

5.1 The Customer shall be responsible for all aspects of the use of the Proxy Access Service and the data contained therein, including the processing of personal data in compliance with applicable data protection laws.

5.2 The RIPE NCC is not liable for any direct or indirect damages, including, but not limited to, damages to the Customer's and 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.

5.3 The RIPE NCC shall not be liable for any damages caused by a failure to offer the Proxy Access Service.

5.4 The RIPE NCC does not guarantee that the RIPE Database or the Proxy Access Service will be available without interruption and the RIPE NCC may suspend its operation without notice or liability to the Customer, for technical, legal, anti-abuse reasons or any other legitimate reason within the scope of managing the operations of the RIPE Database.

5.5 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 necessary for the making available of the Proxy Access Service to the RIPE Database and the data contained therein.

5.6 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.

5.7 The Customer shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Customer's use of the Proxy Access Service to the RIPE Database and the User's use of the Customer's Proxy Access.

Article 6 - Term and Termination

6.1 The Agreement shall commence on the day of signing of the Agreement by both parties, and shall continue for one year and from year to year thereafter unless terminated by either party with a notice period of one (1) month. Notice shall be in writing and sent to the other party by electronic or regular mail.

6.2 The RIPE NCC shall be entitled to terminate or suspend the Agreement with immediate effect, without being liable to pay damages to the Customer and without prejudice to the RIPE NCC's right to claim (additional) damages from the Customer if:

a. An application has been or is filed for the Customer's bankruptcy or for a suspension of payments (moratorium);

b. The Customer goes into liquidation or becomes insolvent;

c. The Customer 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. The Customer fails to observe any rule of applicable law, which should be adhered to by the Customer and which, in the opinion of the RIPE NCC, is of such a nature as to justify immediate termination; such behaviour shall also include the violation of the RIPE Database Terms and Conditions and the provision of unlawful content via the Customer website;

- e. The Customer fails to submit to the RIPE NCC an extract from the Commercial Trade Register or equivalent document proving the registration of the Customer's business with the national authorities;
- f. The RIPE NCC is no longer able to establish communications with the Customer (for example, if the Customer repeatedly does not respond to emails from the RIPE NCC or if the Customer fails to maintain a valid email address that is known to the RIPE NCC).
- g. The Customer fails to comply with the use of the Proxy Access Service as outlined in Article 3 of the Terms and Conditions. If the Customer remedies the fault within 10 days, the use of the Proxy Access Service will be continued unless it exposes the RIPE NCC or its members to liability.

Article 7 - Miscellaneous

7.1 Without the RIPE NCC's prior written consent, the Customer shall not be permitted to assign to third parties any rights or obligations that arise from the Agreement or from these Terms and Conditions.

7.2 If any provision contained in the Agreement or 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.

7.3 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.

Article 8 - Governing Law

The Agreement between the RIPE NCC and the Customer and these Terms and Conditions shall be exclusively governed by the laws of the Netherlands. The competent court in Amsterdam shall have exclusive jurisdiction with regard to disputes arising from this Agreement and these Terms and Conditions.