AGREEMENT FOR THE RIPE NCC NEAR REAL TIME MIRRORING (NRTM) SERVICE

THE UNDERSIGNED:

Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, having its registered office at Singel 258, (1016 AB) Amsterdam, The Netherlands, registered with the Amsterdam Chamber of Commerce under no. 40539632 (hereinafter: "RIPE NCC")

And

[name of organisation],
[address of organisation],
(hereinafter: "Member")

WHEREAS:

I. The RIPE NCC is a Regional Internet Registry (RIR) and manages the operations of the RIPE Database;
II. RIPE NCC NRTM Service is a stream of near real time and downloadable list of updates to the RIPE Database, in which all data regarding natural persons such as names and addresses of technical or administrative contacts of registration holders and, in case the registration holder is a natural person, the name and address of the registration holder have been encoded in a manner that such natural persons are no longer directly identifiable.
III. The RIPE NCC NRTM Service is available only to Members i.e. to those that have signed the RIPE NCC Standard Service Agreement
IV. The Member wishes to have access to the RIPE NCC NRTM Service in accordance with the RIPE NCC NRTM Service Terms and Conditions, hereafter the “Terms and Conditions”;

AGREE AS FOLLOWS:

1. The Member shall adhere to the Terms and Conditions
2. The RIPE NCC shall allow the Member to have access to the RIPE NCC NRTM Service in accordance with the Terms and Conditions

3. The Member shall have access to the RIPE NCC NRTM Service via the following IP addresses (maximum two (2)):

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

RIPE NCC	Member
Place:	Place:
Date:	Date:
Name of authorised person	Authorised person
Axel Pawlik	
Function	Function
Managing Director	
Signature	Signature

Please return a signed copy of the Agreement.

RIPE NCC Near Real Time Mirroring (NRTM) Service Terms and Conditions

Introduction

The RIPE NCC Near Real Time Mirroring (NRTM) Service is available to RIPE NCC Members only. This document will stipulate the Terms and Conditions under which the RIPE NCC NRTM Service is available (hereafter the "Terms and Conditions").

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.

Member – A natural person or a legal entity that has entered into the RIPE NCC Standard Service Agreement with the RIPE NCC.

RIPE Database – the publicly available data collection of Internet Number Resource Registrations and Internet Routing Registrations accessible via http://www.ripe.net

RIPE NCC NRTM Service – a stream of near real time and downloadable list of updates to the RIPE Database, in which all data regarding natural persons such as names and addresses of technical or administrative contacts of registration holders and, in case the registration holder is a natural person, the name and address of the registration holder have been encoded in a manner that such natural persons are no longer directly identifiable. Technical information and the mechanism for accessing the RIPE NCC NRTM Service is detailed in the document "Mirroring the RIPE Database", which is available here [https://www.ripe.net/data-tools/support/documentation/mirroring]

Agreement – the Agreement for the RIPE NCC NRTM Service between the RIPE NCC and the Member

Article 2 - General

2.1. The Terms and Conditions come into effect by means of an offer by the RIPE NCC and an acceptance by the Member.

2.2 The Member shall ensure to send the RIPE NCC at least one hard copy of the Agreement, signed by an authorised representative of the Member. The RIPE NCC shall not make the RIPE NCC NRTM Service accessible to the Member until the Agreement has 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 Member at least one month prior to any such amendment or supplement coming into effect.

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

2.5. These Terms and Conditions replace any and all existing agreements between the RIPE NCC and the Member with regard to the RIPE NCC NRTM Service.

Article 3 – Use of the RIPE NCC NRTM Service

3.1 The RIPE NCC shall make the RIPE NCC NRTM Service available to the Member at any point in time individually chosen by the Member. The Member may access the RIPE NCC NRTM Service from a maximum of two (2) IP addresses as set forth in the Agreement.

3.2 The Member may not obtain data from the RIPE NCC NRTM Service that is older than 14 days.

3.2 The Member may use the data downloaded from the RIPE NCC NRTM Service in accordance with the RIPE Database Terms and Conditions. Neither the RIPE NCC NRTM Service nor the data downloaded therefrom shall be used for advertising, direct marketing, marketing research or similar purposes.

3.3 The Member shall not transfer or make available the RIPE NCC NRTM Service and or the data downloaded therefrom to any third party, unless the RIPE NCC has given its prior written consent for such transfer or making available.

3.4 The Member shall not reformat or otherwise change the data downloaded from the RIPE NCC NRTM Service in any manner that makes this data invalid or inaccurate.

3.5 The RIPE NRTM Database made available to the Member by the RIPE NCC does not include any custom software or proprietary database engine with which to utilise the data.

3.6 The access to the RIPE NCC NRTM Service is restricted to the IP address(es) as set forth in the Agreement.

3.7 The Member acknowledges that the RIPE NCC NRTM Service is available only to Members and it shall stop being available to the Member once its RIPE NCC Standard Service Agreement is terminated.

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

Article 4 – Control of Use

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

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

Article 5 – Liability

5.1 The Member shall be responsible for all aspects of its use of the RIPE NCC NRTM Service and the data downloaded therefrom.

5.2 The RIPE NCC excludes all liability for any direct or indirect 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 or its management.

5.3 Although the RIPE NCC shall use reasonable efforts to ensure that the RIPE NCC NRTM Service can be downloaded by the Member at any time, the RIPE NCC shall not be liable for any damages caused by a failure to do so.

5.4 The RIPE NCC shall, in any event, not be liable for inaccuracies or omissions or false data in the RIPE NCC NRTM Service.

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 RIPE NCC NRTM Service and the data downloaded therefrom.

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 Member shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Member's use of the RIPE NCC NRTM Service.

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 the Agreement or from these Terms and Conditions.

6.2 If any provision contained in the Agreement or 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.

6.3 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 7 - Governing Law

The Agreement between the RIPE NCC and the Member as well as 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 Conditionsis.