



## Recognised IPv4 Transfer Broker Agreement

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 Netherland  
Registered with Amsterdam Chamber of Commerce 40539632

Hereinafter “RIPE NCC”

And

RiotClouds, Inc  
Oakridge Drive  
95377 Tracy, California  
USA

Hereinafter “Broker”

### Whereas:

I. The RIPE NCC is the Regional Internet Registry (RIR) for Europe, the Middle East and parts of Central Asia.

II. The RIPE NCC has, as an RIR, the authority to register Internet number resources.

III. The RIPE NCC strives for RIPE Policies to be respected with regards to the transfer of Internet number resource records (hereafter referred to as “Transfer”).

IV. The Broker acts as an intermediary for Transfers and desires to be acknowledged by the RIPE NCC as a recognised broker for potential Transfers.

### Agree as follows:

1. The RIPE NCC shall publish the Broker’s name and contact details on the RIPE NCC website as a recognised broker for Transfers. The RIPE NCC reserves also the right to publish the present agreement signed by both parties.

2. The Broker shall adhere to the relevant RIPE Policies and RIPE NCC procedural documents, and shall clearly communicate their current versions to the parties involved in the Transfer the Broker is acting as an intermediary for.

In particular, the involved parties must be informed by the Broker as to:

- Their obligations with regards to are requested Transfer, including their obligation to register the Transfer appropriately and to keep this registration correct and up-to-date
- The consequences in case of non-compliance

3. The Broker shall provide the RIPE NCC with information that is correct to the best of their knowledge. The Broker shall endeavour to ensure that the parties involved in the Transfer, for which the Broker is acting as an intermediary, provide the RIPE NCC with correct and accurate information.

4. The Broker does not represent the RIPE NCC and shall not imply or create the impression to third parties that they represent the RIPE NCC.

5. The Broker shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Transfer, or the Internet number resources related to the Transfer. The RIPE NCC shall, in any event, not be liable for the non-conclusion of an agreement to Transfer, or for the breach of an agreement to Transfer, or for the delay of the administrative conclusion of an agreed Transfer, or for the non-Transfer due to restrictions according to the RIPE Policies or RIPE NCC procedures, despite the conclusion of an agreement.

6. This agreement shall be terminated:

- By either party with a notice period of one month.
- By the RIPE NCC with immediate effect if the Broker violates any of their obligations as outlined in this agreement, or if the Broker goes into liquidation or becomes insolvent or bankrupt, or if the Broker in any way acts or neglects to act such as to cause damage to the name, trademark or intellectual property rights of the RIPE NCC.

Upon termination of this agreement the RIPE NCC reserves the right to remove the Broker's details from the RIPE NCC website.

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

**Broker**

**RIPE NCC**

Place *Tracy CA*

Place: Amsterdam

Date: *JAN 10, 2020*

Date: 30 December 2019

Name of authorised person: *RABIA MASRI*

Name of authorised person: Felipe Silveira

Function: *CEO*

Function: Managing Director

Signature:

Signature:


