

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
LEGACY REGISTRATION SERVICES AGREEMENT**

This LEGACY REGISTRATION SERVICES AGREEMENT ("Legacy Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and _____, ("Legacy Applicant"), which holds the following specifically enumerated number resources: _____ ("Included Number Resources"). This Legacy Agreement only covers the Included Number Resources; any other number resources held by the Legacy Applicant pursuant to an existing Registration Services Agreement ("RSA") or not described here are not covered by the terms of this Legacy Agreement.

1. INTRODUCTION

ARIN is a Regional Internet Registry serving Canada, many Caribbean and North Atlantic islands, and the United States, since 1997, and is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas. To complete the process for the regularization of the Included Number Resources and the provision of certain Services (as defined herein below), Legacy Applicant must comply with the provisions of this Legacy Agreement by submitting an application, an executed Legacy Agreement and provide any requested accompanying information to ARIN. For purposes of this Legacy Agreement, the term "Services" may include, without limitation, the inclusion of the legacy IP address space, and/or Autonomous System numbers ("ASNs") previously issued to Legacy Applicant in the ARIN "WHOIS" database, inverse addressing on network blocks, maintenance of resource records, and administration of IP address space related to Included Number Resources issued prior to ARIN's inception on December 22, 1997 in its service area. IP address space and ASNs shall be defined as "number resources."

2. APPLICATION

Legacy Applicant must complete a legacy application found on ARIN's website, located at "<http://www.arin.net>" (the "Website"). Legacy Applicant must: (a) provide ARIN with accurate, up-to-date and complete application information, (b) promptly notify ARIN if any of its information changes during the term of this Legacy Agreement, and (c) promptly, accurately, and completely respond to any inquiry made to Legacy Applicant by ARIN or its designee during the term of this Legacy Agreement. Legacy Applicant agrees that in applying to receive or use the Services and in using the Services, it must comply with ARIN's Number Resource Policy Manual, Certification Practice Statement, Guidelines, and Procedures ("Policies"), as published on the Website, as long as the terms of the Policies are not inconsistent with this Legacy Agreement. In the event of any inconsistency between the Policies and this Legacy Agreement, the terms of this Legacy Agreement will prevail, including but not limited to those Policies adopted after this Legacy Agreement is executed. If Legacy Applicant fails to comply with the terms of this Legacy Agreement, ARIN may terminate this Legacy Agreement and refuse to provide the Services to Legacy Applicant.

3. EVALUATION AND ACCEPTANCE

Following Legacy Applicant's completion of the online application process, ARIN will promptly evaluate Legacy Applicant's request for the Services. Evaluation may require Legacy Applicant's submission of additional documentation to support its application such as, but not limited to, state registration, Dun & Bradstreet and/or taxpayer information, and/or registration under the province or country in which the entity is registered for verification purposes. If ARIN, in its sole, exclusive, and reasonable discretion, applying its published Policies and internal verification process, determines that it can provide the Services to Legacy Applicant, ARIN shall provide written notice to Legacy Applicant of its willingness to do so, and ARIN will promptly commence providing the Services to Legacy Applicant in accordance with the terms and conditions of this Legacy Agreement. If ARIN, in its sole, exclusive, and

reasonable discretion, applying its published Policies and internal verification process, determines that it cannot provide the Services, it will provide written notice to Legacy Applicant of its decision.

4. CONDITIONS OF SERVICE

(a) Provision. Subject to ARIN's agreement to provide the Services in accordance with Section 3 and Legacy Applicant's ongoing compliance with its obligations under this Legacy Agreement, including, without limitation, the payment of the Fees (as defined below), ARIN shall provide the Services to Legacy Applicant in accordance with this Legacy Agreement and the Policies.

(b) Change Request. If, subsequent to signing this Legacy Agreement, Legacy Applicant desires to change the Services that it receives from ARIN, it must provide ARIN with written notice (a "Change Request"). ARIN will evaluate Legacy Applicant's Change Request. If ARIN, in its sole, exclusive, and reasonable discretion, determines that it can provide the Services to Legacy Applicant as set forth in the Change Request, ARIN will commence providing the Services as modified to Legacy Applicant in accordance with the terms and conditions of this Legacy Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, determines that it cannot provide the Services as requested by Legacy Applicant to be modified, it will provide written notice to Legacy Applicant that it cannot provide Services in accordance with the Change Request, and describe the reasons therefore. ARIN's inability to provide the Services in accordance with the Change Request may be subject to the provisions of Section 15(l) of this Agreement regarding Dispute Resolution.

(c) Cooperation. During the term of this Legacy Agreement, Legacy Applicant shall provide ARIN complete, up-to-date, and accurate information, assistance, and cooperation that ARIN requests in ARIN's provision of the Services to Legacy Applicant, including, without limitation, during any review of Legacy Applicant's utilization of allocated Included Number Resources. If Legacy Applicant does not provide ARIN with required information, assistance, or cooperation that ARIN requests, ARIN may: (i) take such failure into account in determining Legacy Applicant's future allocation/assignment of additional number resources, and/or (ii) terminate this Legacy Agreement.

(d) Prohibited Conduct. In using the Services, Legacy Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) violate any applicable laws, statutes or regulations, as established by a definitive ruling of a court or government agency; or (iii) assist any third party in engaging in any activity prohibited by this Legacy Agreement. ARIN will cooperate with all government or judicial inquiries utilizing legally appropriate methods for obtaining information from ARIN regarding allegations of prohibited conduct.

(e) Content Control. Legacy Applicant acknowledges that content transmitted over the Internet occurs in real time. Accordingly, ARIN does not have the ability to control content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

5. USE OF THE ARIN DATABASE

(a) Authorization. To obtain a digital certificate, Legacy Applicant must meet the requirements and follow the procedures as outlined in ARIN's Certification Practice Statement ("CPS"), which is available at <http://www.arin.net/CA/>. The Administrative Point of Contact ("POC") will be the principal point of contact between Legacy Applicant and the ARIN database, and have the sole right to designate other qualifying POCs of Legacy Applicant with authority to modify the ARIN database ("Authority"). The Administrative POC will also facilitate Legacy Applicant's compliance with the terms and conditions of this Section 5. Legacy Applicant will provide ARIN with any documentation and information regarding the Administrative POC that ARIN requests. Legacy Applicant must notify ARIN immediately if: (i) an employee with Authority has or will terminate its relationship with Legacy Applicant; (ii) an employee with Authority will have that Authority revoked; (iii) Legacy Applicant has reason to believe that an employee with Authority has granted or will grant a third party unauthorized access to the ARIN database; (iv) Legacy Applicant has any reason to believe that an employee with Authority should not be trusted; or (v) if Legacy Applicant wants to designate another Administrative

POC. Notices to ARIN under this Section must be given by e-mail to hostmaster@arin.net, and will be effective when acknowledged as received by ARIN.

(b) Legacy Applicant is responsible for the timely and accurate maintenance of directory services data (WHOIS) as well as any organization to which it further sub-delegates number resources.

(c) Liability for Unauthorized Access. Legacy Applicant is solely and exclusively responsible for all acts and omissions undertaken by any of its POCs and/or employees with Authority, whether or not authorized in law or in fact. Legacy Applicant is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN database, and any loss or damage that Legacy Applicant suffers based on any unauthorized access thereto.

6. FEES; PAYMENTS

(a) ARIN's Standard Posted Fee Schedule Does Not Apply to the Legacy Resources Covered by This Agreement. ARIN hereby agrees that the fees it usually charges for Services will not apply to Legacy Applicants. ARIN's Fee Schedule, which is available at http://www.arin.net/billing/fee_schedule.html, does not apply to this Legacy Agreement, and a Legacy Fee Schedule will apply. For example, Legacy Applicants do not have to pay ARIN any "registration fee," typically set forth in the Fee Schedule.

(b) Annual Maintenance Fees Paid By Legacy Applicants For Resources Covered By This Agreement. Legacy Applicant shall only be required to pay ARIN the currently applicable "Annual Legacy Maintenance Fee" as set forth in the ARIN Legacy Fee Schedule. This fee shall be \$100 per year until the year 2013. ARIN will send an invoice to prompt such payment before the due date. This fee will be waived through 2013 if the Legacy Applicant returns one-fourth or more of the Included Number Resources. ARIN will accept the return of any IPv4 address block with a prefix size of a /24 or shorter. After 2013, ARIN, by vote of ARIN's Board, may annually increase the Legacy Fee by no more than (1) the amount charged non-Legacy holders for this maintenance service; and (2) no increase per year greater than \$25. If Legacy Applicant does not pay the Annual Legacy Maintenance Fee or other fees that may be owed ARIN hereunder, ARIN shall provide written notification to the Legacy Applicant approximately thirty (30) days following the date on which the payment is not made. If Legacy Applicant fails to make payment in response to the notice of delinquency, ARIN shall provide Legacy Applicant with an additional written notice, by certified or registered mail, return receipt requested, (as appropriate in each country), and, when possible, by e-mail and telephone. If the Legacy Applicant has not made payment within 12 months of the due date and/or ARIN is unable to contact the Legacy Applicant during those 12 months, ARIN has the right to: (i) stop providing Services, or (ii) terminate this Legacy Agreement and revoke the Included Number Resources. Any Legacy Applicant whose Services were stopped pursuant to 6(b)(i) may have the Services restored if it brings its account current before revocation. Any Included Number Resources revoked pursuant to 6(b)(ii) shall be held by ARIN for an additional 12 month period from the date of revocation before they are reissued. Any Legacy Applicant whose Included Number Resources have not been reissued by ARIN may restore the Services related to these Included Number Resources and have the revocation nullified if it contacts ARIN, brings its account current, and signs a revised Legacy Agreement.

(c) No Refunds. All fees paid by Legacy Applicant to ARIN are nonrefundable.

7. CURRENT AND FUTURE POLICIES

As set forth in Section 2, to the extent of any conflict between the provisions of this Legacy Agreement and the Policies, the terms of this Legacy Agreement shall prevail. Notwithstanding the foregoing, pursuant to ARIN's Internet Resource Policy Evaluation Process ("IRPEP"), ARIN maintains the Policies and may at any time in its sole, absolute, and reasonable discretion amend the Policies, implement new policies (which once implemented, will be considered Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Legacy Applicant immediately after they are posted on the Website. Legacy Applicant acknowledges and agrees it has

read, understands, and agrees to be bound by and comply with the Policies, as amended, except to the extent those Policies may conflict with the rights and duties provided Legacy Applicant in this Legacy Agreement.

8. REVIEW OF LEGACY APPLICANT'S NUMBER RESOURCES

ARIN may, no more other than annually, or whenever a transfer or additional IP address space is requested, review Legacy Applicant's utilization of previously allocated or assigned number resources and/or other Services received from ARIN to determine if Legacy Applicant is complying with this Legacy Agreement and the Policies.

9. NO PROPERTY RIGHTS

Legacy Applicant acknowledges and agrees that the Included Number Resources are not property (real, personal, or intellectual) and that Legacy Applicant does not have any property rights in or to the Included Number Resources, including but not limited by this Legacy Agreement or the prior issuance of these resources to it. Legacy Applicant further agrees that it will not attempt, directly or indirectly, to obtain or assert any trademark, service mark, copyright, or any other form of property rights in any Included Number Resources in the United States or any other country.

10. VOLUNTARY RETURN OF INCLUDED NUMBER RESOURCES

(a) ARIN requests that Legacy Applicant conform to RFC 2050 and RFC 2008 and voluntarily return to ARIN the portion of all Included Number Resources that it is unlikely to need over the next 10 years. A Legacy Applicant that returns no less than 25% of the Included Number Resources will be eligible for a series of benefits, including partial or permanent reduction in ARIN fees, membership and meeting costs as the Board of Trustees may from time-to-time prescribe. These benefits will increase as the percentage of Included Number Resources returned increases to 50% and again at 75%. ARIN will accept the return of any IPv4 address block with a prefix size of a /24 or shorter.

(b) ARIN will take no action to reduce the services provided for Included Number Resources that are not currently being utilized by the Legacy Applicant.

11. REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Legacy Agreement, (ii) the assent to and performance by it of its obligations under this Legacy Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules, and (iii) this Legacy Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Legacy Agreement, enforceable in accordance with its terms and conditions.

(b) By Legacy Applicant. Legacy Applicant hereby represents and warrants to ARIN that during the term of this Legacy Agreement: that Legacy Applicant will comply with all applicable laws, rules, and regulations in its use of the Services, including this Legacy Agreement and the Policies.

12. BANKRUPTCY

If Legacy Applicant: (a) files any petition under any chapter of the Bankruptcy Code or other insolvency or bankruptcy law; or (b) has a petition filed against it under any insolvency or bankruptcy law; or (c) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Legacy Applicant's assets; or (d) ceases or intends to cease its normal business operations, ARIN may intervene in any such bankruptcy or insolvency proceeding or take other appropriate, lawful action to preserve its rights under this Legacy

Agreement, including, but not limited to, Paragraph 9. Legacy Applicant agrees to consent to ARIN's intervening in any such bankruptcy court proceeding so that ARIN can protect its rights under this Legacy Agreement, including, but not limited to, Paragraph 9. Legacy Applicant acknowledges and agrees that this Legacy Agreement is executory.

13. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** ARIN PROVIDES THE SERVICES ON AN "AS-IS" BASIS. ARIN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET LEGACY APPLICANT'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE LEGACY APPLICANT USES. ARIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS LEGACY AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR NON-INFRINGEMENT.

(b) **EXCLUSION OF DAMAGES.** ARIN WILL NOT BE LIABLE TO LEGACY APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** EXCEPT IN THE EVENT OF A MATERIAL BREACH OF ARIN'S REPRESENTATIONS AND WARRANTIES UNDER THIS LEGACY AGREEMENT, IN NO EVENT WILL ARIN'S LIABILITY TO LEGACY APPLICANT OR ANY THIRD PARTY EXCEED THE GREATER OF (i) THE AMOUNT PAID BY LEGACY APPLICANT TO ARIN DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

14. TERM AND TERMINATION.

(a) **Term.** The term of this Legacy Agreement shall commence on the date Legacy Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This Legacy Agreement shall renew automatically on the anniversary date of the Effective Date for unlimited one-year terms, unless earlier terminated in accordance with the termination provisions of this Legacy Agreement or if the Legacy Applicant gives written notice to ARIN of its desire not to renew this Legacy Agreement at least thirty (30) days prior to the expiration of the then-current term.

(b) **Termination for Cause by ARIN.** ARIN shall have the right to terminate this Legacy Agreement for cause in accordance with Section 15(j) : (i) immediately upon written notice for the reasons as set forth in Sections 2, 4(c), 4(d), 6(b), 11, or if Legacy Applicant breaches any provision of Section 5; or (ii) upon written notice if Legacy Applicant breaches any other provision of this Legacy Agreement and such breach remains uncured in ARIN's reasonable determination for thirty (30) days following ARIN's written notice to Legacy Applicant.

(c) **Termination for Cause by Legacy Applicant.** Legacy Applicant shall have the right to seek to terminate this Legacy Agreement for cause upon written notice if ARIN materially breaches this Legacy Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Legacy Applicant. If ARIN believes any claim of breach is not correct or has been cured, it shall respond in writing. If the Legacy Applicant still seeks to terminate for cause, it must bring action pursuant to paragraph 15(l), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, the Legacy Agreement will be terminated and the Included Number Resources will resume the status they had prior to the Legacy Agreement.

(d) Termination by Legacy Applicant Through Return of Included Number Resources. Legacy Applicant shall have the right to terminate this Legacy Agreement at any time if it returns, without limitation, all Included Number Resources. If Legacy Applicant wishes to terminate this Legacy Agreement in accordance with this Section 14(d), the Legacy Applicant must submit thirty (30) days prior written notice to ARIN of its intent to return, in total, the Included Number Resources, and must return the resources within thirty (30) days of ARIN's receipt of written notice of the Legacy Applicant's intent. This Legacy Agreement remains binding until the Legacy Applicant has returned all Legacy Included Number Resources described in this Legacy Agreement to ARIN.

(e) Effect of Termination. If this Legacy Agreement expires or is terminated except as described in paragraph 14(c) and 15(k): (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Legacy Applicant must immediately pay ARIN any outstanding fees that Legacy Applicant owes.

(f) Survival. The following Sections will survive termination or expiration of this Legacy Agreement: 4(e), 5(b), 5(c), 6(b), 9, 12, 13, 14(d), 14(e), and 15.

15. GENERAL PROVISIONS.

(a) Assignment or Transfer.

(i) Legacy Applicant is permitted to assign this Legacy Agreement or any of its rights or obligations under it, with ARIN's written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies.

(ii) If Legacy Applicant attempts to assign this Legacy Agreement or any rights or obligations under it, including, without limitation, by involuntary assignment to Legacy Applicant's creditors, such assignment will be of no force or effect, unless the Legacy Agreement is executory to those creditors.

(iii) The event of any transaction (whether a merger, acquisition, or sale) in which Legacy Applicant's controlling managerial and/or voting interest changes during the term of this Legacy Agreement shall be considered an assignment, so long as the Legacy Applicant provides ARIN with written notification within thirty (30) days of such assignment.

(iv) ARIN shall have the right to freely assign this Legacy Agreement upon written notice to Legacy Applicant if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Legacy Agreement.

(b) Pursuant to Policies, Legacy Applicant consents to assume responsibility for ensuring information involving assignments and allocations from within its allocated or assigned Included Number Resources in this Legacy Agreement is correct and provided to ARIN in a timely manner.

(c) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Legacy Agreement.

(d) Entire Legacy Agreement. This Legacy Agreement (and the Policies which are hereby incorporated by reference to the extent they do not conflict with this Legacy Agreement) constitutes the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources which are the subject matter of this Legacy Agreement. All other RSAs for number resources from ARIN, if any, remain unchanged by this Legacy Agreement.

(e) Waiver. No waiver of any provision or consent to any action under this Legacy Agreement will constitute a waiver of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(f) Severability. If any provision of this Legacy Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Legacy Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Legacy Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(g) Successors and Assigns. This Legacy Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Legacy Applicant, its permitted successors and assigns.

(h) No Third-Party Rights. This Legacy Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Legacy Agreement.

(i) Construction. This Legacy Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one.

(j) Written Notice. All "written notice" required or permitted to be given under this Legacy Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If Legacy Applicant gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Legacy Applicant, ARIN must use the contact information provided by Legacy Applicant to ARIN during the application process or other contact information provided by Legacy Applicant in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated.

(k) *Force Majeure*. ARIN shall not be deemed in default hereunder, nor shall ARIN be responsible for any cessation, interruption, or delay in the performance of its obligations under this Legacy Agreement where such failure of performance is the result of any *force majeure* event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities. In the event a *force majeure* event extends for a period in excess of thirty (30) days in the aggregate and prevents ARIN from performing its obligations under this Legacy Agreement, ARIN may, in its discretion, terminate this Legacy Agreement immediately upon written notice to Legacy Applicant. If, pursuant to this *force majeure* provision, ARIN terminates this Legacy Agreement, the Included Number Resources will resume the status they had prior to this Legacy Agreement.

(l) Governing Law, Jurisdiction, Venue and Dispute Resolution. (i) This Legacy Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and the United States of America. In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Legacy Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate;

and, second, in the event cooperative settlement negotiations are not successful, or do not occur, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Legacy Applicant's principal place of business is in any country other than the United States but within ARIN's service region, ARIN agrees to hold such arbitration pursuant to the locally prevalent equivalent of AAA arbitration rules in the capital of such country upon written request of the Legacy Applicant, provided the Applicant requests this, or if ARIN begins the proceeding if a request to transfer is received no less than 30 days after such a dispute begins. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. United States and Virginia law shall be controlling. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction.

(ii) If the Legacy Applicant is part of a national, state, or local government authority whose laws or regulations require that their law, jurisdiction or domicile must apply to such an agreement, when ARIN is provided a written demonstration of such national, state, or local law or regulation, the arbitration shall be conducted pursuant to the Legacy Applicant's laws. If there is a dispute regarding applicability of such law jurisdiction or domicile, it shall be decided by the arbitrator if it cannot be resolved by agreement of the parties.

(m) If any subsequent version(s) of the Legacy Registration Services Agreement is authorized by ARIN, any prior signatory of any version of the Legacy Registration Services Agreement may choose to substitute a signed copy of the then-extant subsequent version, with all its terms, instead of the Legacy Agreement they previously signed, and the Included Number Resources will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Legacy Applicant who has signed this Legacy Agreement to engage in any subsequent version.

Agreed: (This section to be completed by Legacy Applicant)	Authorized Officer
Legal Name of Company (Legacy Applicant):	Name (Print):
D/B/A (if any):	Title (Print):
ORG ID:	Signature:
Ticket Number:	Date:
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer
Name (Print):	Phone:
Title (Print):	E-Mail:
Phone:	Street Address:
E-Mail:	City and State:
Street Address	Postal Code:
City and State	Country:
Postal Code:	
Country:	

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date: