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## AFRICAN NETWORK INFORMATION CENTER SERVICE AGREEMENT

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This SERVICE AGREEMENT (the "Agreement") is made by and between the **African Network Information Center Ltd.** ("**AfrinIC**"), a not-for-profit organization based in Mauritius,

and

\_\_\_\_\_  
("The Applicant").

BY SIGNING THIS AGREEMENT OR APPLYING TO USE OR RECEIVE OR USING OR RECEIVING ANY "SERVICES" (AS DEFINED BELOW), THE APPLICANT AGREES THAT IT HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THIS AGREEMENT. IF THE APPLICANT DOES NOT AGREE TO BE BOUND, IT SHOULD NOT APPLY TO USE OR RECEIVE THE "SERVICES" AND SHOULD IGNORE THIS DOCUMENT.

BECAUSE OF THE NECESSARY ROLE THAT **AfrinIC** PERFORMS FOR THE INTERNET COMMUNITY, **AfrinIC** MUST RESERVE AND HEREBY DOES RESERVE THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME, WITH OR WITHOUT SPECIFIC NOTICE TO THE APPLICANT. THESE CHANGES, IF ANY, WILL BE EFFECTIVE ONLY WHEN POSTED ON **AfrinIC**'S WEB SITE FOR 30 DAYS, AND WILL BE APPLIED TO ALL PERSONS RECEIVING SERVICES. CONTINUED RECEIPT OR USE OF THE SERVICES CONSTITUTES THE APPLICANT'S ACCEPTANCE OF SUCH CHANGES. ACCORDINGLY, THE APPLICANT SHOULD OFTEN REFER TO **AfrinIC**'S WEB SITE FOR ANY CHANGES MADE TO THIS AGREEMENT.

1. **INTRODUCTION.** **AfrinIC** is a regional Internet Registry serving Africa and the Indian Ocean and is responsible for the registration, administration, and conservation of Internet Protocol ("IP") address space in these geographical areas. The Applicant enters this Agreement with **AfrinIC** and submits the accompanying information to apply to receive and use certain services (the "Services") from **AfrinIC**, which may include, without limitation, an allocation/assignment of IP address space, assignment of autonomous system numbers ("ASNs"), inverse addressing on network blocks, maintenance of network records and administration of IP address space (allocation/assignment of IP address space and assignment of ASNs shall hereinafter be defined as "numbering resources").

2. **APPLICATION.** To apply to receive or use any of the Services, The Applicant must complete the application process documented at [www.afriNIC.net](http://www.afriNIC.net) (the "Web Site") either online or via any means of communication defined in section 15(g) of this agreement. In so doing, The Applicant must: (i) provide **AfrinIC** with accurate and complete information, including, without limitation, the Services that it wishes to receive, (ii) promptly notify **AfrinIC** if any of the information provided changes during the term of this Agreement, (iii) promptly, accurately, and completely respond to any inquiry made to The Applicant by **AfrinIC** on application or during the term of this Agreement and (iv) provide the required information regarding the membership type as per Annex A of this Agreement. The Applicant agrees that in applying to receive or use the Services and in using the Services, it must comply with **AfrinIC**'s current Policies and Guidelines as published on the Web Site (the "Policies"). If The Applicant fails to do any of the foregoing during the term of this Agreement, **AfrinIC** may terminate this Agreement and withhold provision of the Services to The Applicant.

3. **EVALUATION AND ACCEPTANCE.** Upon completion of the application process, **AfrinIC** will evaluate The Applicant's request for the Services. The evaluation process rests on **AfrinIC**'s sole and exclusive discretion and on the application and furtherance of the Policies. If after the evaluation process **AfrinIC** determines that it can provide the Services to The Applicant, a written notice of its intention shall be issued to The Applicant and provision of the Services to The Applicant in accordance with the terms and conditions of this Agreement shall commence on a designated date. If after the evaluation process **AfrinIC** determines that it will not provide Services to the Applicant, a written notice to this effect shall be issued to The Applicant and this Agreement shall not take force.

#### 4. **CONDITIONS OF SERVICE.**

- (a) Provision. Subject to **AfrinIC**'s agreement to provide the Services in accordance with Section 3 and The Applicant's ongoing compliance with its obligations under this Agreement, including, without limitation, the

payment of the "Fees" (as defined below), **AfriNIC** shall provide the Services to The Applicant in accordance with the Policies.

- (b) **Change Request.** If The Applicant desires to change the type of Services that it receives from **AfriNIC**, it must provide **AfriNIC** with written notice (a "Change Request"). **AfriNIC** will evaluate The Applicant's Change Request. If **AfriNIC**, in its sole and exclusive discretion, determines that it can provide the Services to The Applicant as set forth in the Change Request, **AfriNIC** will promptly commence providing such Services to The Applicant in accordance with the terms and conditions of this Agreement. If **AfriNIC**, in its sole and exclusive discretion, determines that it cannot, it will provide written notice to The Applicant that it cannot provide Services in accordance with the Change Request.
- (c) **Cooperation.** For the duration of this Agreement, The Applicant shall provide **AfriNIC** with all information, assistance and cooperation that may be required by **AfriNIC** in the provision of the Services to The Applicant and other users, including, without limitation, in its review of The Applicant's utilization of allocated numbering resources. If The Applicant does not provide **AfriNIC** with the information, assistance or cooperation that is required, **AfriNIC** may: (i) revoke and withhold The Applicant's numbering resources, (ii) take such failure into account in determining The Applicant's future allocation/assignment of numbering resources, or (iii) terminate this Agreement and revoke and withhold the Applicant's numbering resources.
- (d) **Changes to Services.** The Applicant acknowledges and agrees that **AfriNIC** fulfills a critical role in the continued evolution of the Internet and, accordingly, **AfriNIC** may, in its sole and absolute discretion, change, modify, make improvements to or suspend any aspect of the Services, temporarily or permanently, at any time and without prior notice to The Applicant. **AfriNIC** will not be held liable for any inconvenience this might cause The Applicant.
- (e) **Prohibited Conduct.** Through its use of the Services, The Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) violate any applicable laws or government regulations; (iii) assist any third party in engaging in any activity prohibited by this Agreement. An Applicant under suspicion of a prohibited conduct as specified above may be subject to investigation by **AfriNIC** and **AfriNIC** reserves the right to refer the matter further to investigating authorities. **AfriNIC** will cooperate with all inquiries by the appropriate authorities regarding allegations of prohibited conduct. A private party or governmental authority that obtains a judgment from an appropriate judicial authority relating to a prohibited conduct should send a copy of this judgment to **AfriNIC**'s Head Quarters at the address provided in Section 15(g). A definitive finding of a violation of law or regulation when established by a decision of a national, state or other government authority regarding a prohibited conduct should similarly be sent to **AfriNIC**'s Head Quarters for further review and action.
- (f) **Content Control.** The Applicant acknowledges that content transmitted over the Internet occurs in real-time. Accordingly, **AfriNIC** does not have the ability to control content accessible through or facilitated by those who receive numbering resources, directly or indirectly, from **AfriNIC**.
- (g) **Confidentiality:** **AfriNIC** have a duty of confidentiality to their registrants. **AfriNIC** recognizes that IRs must receive and analyze information about the activities of organizations and individuals seeking address space and that such information may be highly confidential in nature. Therefore, **AfriNIC** will operate in ways that reflect the trust implicit in its position by applying and enforcing procedures that protect sensitive information of its members and their customers.

## 5. FEES AND PAYMENTS.

- (a) **Fee Schedule.** As a condition precedent to **AfriNIC**'s provision of the Services, The Applicant shall pay the appropriate fees in accordance with the schedule of fees (the "Fee Schedule") as currently published on the Web Site.
- (b) **No Refunds.** All fees paid by The Applicant to **AfriNIC** are non-refundable.
- (c) **Registration Fees.** The Applicant shall pay **AfriNIC** the applicable registration fee as set forth in the Fee Schedule, prior to **AfriNIC** providing The Applicant with its requested allocation/assignment of numbering resources. The Applicant shall also pay the applicable renewal registration fee, if any, as set forth in the Fee Schedule, at least fifteen (15) days after **AfriNIC** has invoiced the Applicant on regular billing period as set in the Fee Schedule. If, for any reason, The Applicant does not pay any applicable renewal registration fee, **AfriNIC** shall have the right to: (i) revoke the numbering resources previously allocated and/or previously assigned or (ii) terminate this Agreement.
- (d) **AfriNIC** will have the right from time to time to change the amount of the fees or institute new fees relating to the Services but such changes will only take effect upon the renewal of the Services by the Applicant.

6. **POLICIES.** Because of the nature of **AfriNIC**'s role in the operation and development of the Internet, **AfriNIC** maintains Policies and may need to amend its existing Policies, implement new Policies, or make certain Policies obsolete through a consultative process defined in the "Policy Development Process" document ("PDP"). The Applicant

acknowledges and agrees it has read, understood and agrees to be bound by the Policies. The Applicant shall fully comply with the Policies, including, without limitation, the IP Address Space Allocation and Assignment Policy, the IP Address Space Numbering Resources and ASN Transfer Policies and Guidelines, and the IP Address re-allocation Policy. Further, **AfriNIC** uses internal policies ("procedures"). **AfriNIC** may, at any time in its sole and absolute discretion, amend its procedures or create new procedures and such amended procedures or new procedures shall be binding upon The Applicant thirty days after they are first published on the Web Site.

7. **REVIEW OF THE APPLICANT'S NUMBERING RESOURCES.** **AfriNIC** may review at any time The Applicant's use of the allocated numbering resources or other Services to determine if The Applicant is complying with this Agreement and the Policies and is using the Services for their intended purposes. Without limiting the foregoing, if The Applicant is an Internet Service Provider, The Applicant agrees that it will use the numbering resources solely for uses consistent with its application, including, for example, its internal infrastructure or to provide Internet access to its customer base. If **AfriNIC** determines that the numbering resources or any other Services are not being used in compliance with this Agreement, the Policies, or for purposes for which they are intended, **AfriNIC** may: (i) revoke the numbering resources, (ii) cease to provide the Services to The Applicant, or (iii) terminate this Agreement.

8. **NO PROPERTY RIGHTS.** The Applicant acknowledges and agrees that the numbering resources are not property (real, personal or intellectual) and that The Applicant shall not acquire any property rights on any numbering resources by virtue of this Agreement or otherwise. The 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 numbering resources in any country.

9. **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 Agreement, (ii) the assent to and performance by it of its obligations under this 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 to which it is subject, and (iii) this Agreement constitutes a legal, valid and binding obligation on the parties to this Agreement, enforceable in accordance with its terms and conditions.

(b) By The Applicant. The Applicant hereby represents and warrants to **AfriNIC** that during the term of this Agreement: (i) it will not infringe the patent, copyright, trademark, trade secret, right of publicity or other right of any third party in its use of the Services, and (ii) The Applicant will comply with all applicable laws, rules and regulations in its use of the Services, including this Agreement and the Policies.

10. **BANKRUPTCY.** If The Applicant: (i) files any petition under any insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) 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 The Applicant's assets; or (iv) ceases or intends to cease its normal business operations, The Applicant will notify **AfriNIC** immediately. Upon such notice, or if **AfriNIC** otherwise learns of the occurrence of any of the foregoing events, **AfriNIC** may intervene in any such bankruptcy or insolvency proceeding or take other appropriate and lawful action to preserve its rights under this Agreement and the Policies, and its ability to provide the Services to other users, including, without limitation, by: (i) revoking the numbering resources assigned to The Applicant, or (ii) terminating this Agreement. The Applicant agrees to consent to **AfriNIC**'s intervention in any such bankruptcy proceeding so that **AfriNIC** can protect its rights under this Agreement with respect to the Policies and Guidelines for Transferring Internet Protocol (IP) Space & ASNs and any other rights **AfriNIC** has under this Agreement. The Applicant acknowledges and agrees that this Agreement is executory.

11. **INDEMNIFICATION.** The Applicant shall indemnify, defend and hold **AfriNIC** and any of its agents (the "Indemnified Parties") against any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties: (i) alleging facts or circumstances that would constitute a breach of any provision of this Agreement by The Applicant, or (ii) arising from, relating to, or connected with The Applicant's use of the Services. If The Applicant is obliged to provide indemnification pursuant to this provision, **AfriNIC** may, in its sole and absolute discretion, control the disposition of any Claim at The Applicant's sole cost and expense. Without limiting the foregoing, The Applicant may not settle, compromise or in any other manner dispose of any Claim without the consent of **AfriNIC**.

12. **DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.**

(a) **DISCLAIMER OF WARRANTIES.** **AfriNIC** PROVIDES THE SERVICES ON AN "AS IS" BASIS. **AfriNIC** DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE FROM DEFECTS, INACCURACIES OR ERRORS, (iii) WILL MEET THE APPLICANT'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THE APPLICANT USES. **AfriNIC** MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT.

(b) **EXCLUSION OF DAMAGES.** **AfriNIC** WILL NOT BE LIABLE TO THE APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF DATA OR

LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE SERVICES OR THE USE THEREOF.

- (c) LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF A PARTY'S REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICANT'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF (i) THE AMOUNT PAID BY THE APPLICANT TO **AfriNIC** DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

**13. TERM AND TERMINATION.**

- (a) Term. This Agreement shall take effect on the date on which The Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This Agreement shall renew automatically on the date of the annual payment by the Applicant for the upcoming period, unless earlier terminated in accordance with the termination provisions of this Agreement or if either party gives written notice to the other party of its desire not to renew this Agreement at least thirty (30) days prior to the expiration of the then-current term.
- (b) Termination by **AfriNIC**. **AfriNIC** shall have the right to terminate this Agreement: (i) immediately upon written notice in accordance with Sections 2, 3, 4(c), 4(e), 5(c), 7, 10, 15(a), or 15(h); or (ii) immediately upon written notice if The Applicant breaches any provision of this Agreement and such breach remains uncured for thirty (30) days following a written notice sent by **AfriNIC** to The Applicant in relation to the said breach.
- (c) Termination by the Applicant. The Applicant shall have the right to terminate this Agreement immediately upon written notice if **AfriNIC** materially breaches this Agreement and such breach remains uncured for thirty (30) days after **AfriNIC**'s receipt of written notice of the breach from The Applicant.
- (d) Effect of Termination. If this Agreement expires or is terminated: (i) **AfriNIC** will immediately revoke the numbering resources and otherwise cease providing the Services and will not be liable for doing so, (ii) The Applicant must immediately pay any outstanding fees that is owed, but will not incur any additional fees, and (iii) The Applicant will lose all membership rights and benefits in **AfriNIC**, if any.

**14. CONTACT INFORMATION**

**14.1 Admin Contact**

Admin Contact nic-hdl: \_\_\_\_\_

**14.2 Technical Contact**

Technical Contact nic-hdl: \_\_\_\_\_

**14.3 Billing Contact**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Country: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number (Direct Line/Mobile): \_\_\_\_\_

\_\_\_\_\_

15. **GENERAL PROVISION.**

- (a) **Relationship of Parties.** The relationship between the parties will be that of independent parties to a contract. 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 Agreement.
- (b) **Waiver.** No waiver of any provision or consent to any action under this Agreement will constitute a waiver of any of the 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 waiver or consent.
- (c) **Severability.** If any provision of this 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 Agreement legal, valid or otherwise enforceable, such provision will be limited, construed or severed and deleted from this 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.
- (d) **Assignment and Transfer.** The Applicant is not permitted to assign this Agreement or any of its rights or obligations under it, including, without limitation, the right to use the numbering resources allocated to it, without **AfriNIC**'s written permission. **AfriNIC** reserves the right to withhold permission for any request for assignment. If The Applicant attempts to assign this Agreement or any rights or obligations under it, including, without limitation, by involuntary assignment to The Applicant's creditors, such assignment will be of no force or effect and **AfriNIC** may immediately: (i) revoke any of the numbering resources allocated or assigned to The Applicant, or (ii) terminate this Agreement.
- (e) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- (f) **No Third-Party Rights.** This 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 Agreement.
- (g) **Written Notice/Communication.** All written notice or communication required or permitted to be given under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified international/local mail with return receipt requested and postage prepaid, (iii) overnight courier, or (iv) electronic mail. If The Applicant gives notice to **AfriNIC**, it must use the following postal address: **AfriNIC**, Attention: **Registration Services, 11<sup>th</sup> Floor, Raffles Tower, Cybercity, Ebene Mauritius** or the following email address: *billing@afriNIC.net*. If **AfriNIC** provides notice to The Applicant, **AfriNIC** must use the contact information provided by The Applicant to **AfriNIC** during the application process or other contact information provided by The 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 by local/International 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.
- (h) **Force Majeure.** **AfriNIC** shall not be deemed in default hereunder, nor shall **AfriNIC** be responsible for, any cessation, interruption or delay in the performance of its obligations under this Agreement where such failure of performance is the result of a force majeure, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, labor strike, lockout, boycott, or acts of governmental authorities. In the event a force majeure extends for a period in excess of thirty (30) days in the aggregate and prevents **AfriNIC** from performing its obligations under this Agreement, **AfriNIC** may, in its discretion, terminate this Agreement immediately upon written notice to The Applicant.
- (i) **Governing Law, Jurisdiction, and Venue.** This Agreement and the parties' performance hereunder shall be governed in all respects by, and construed in accordance with, the laws of the Republic of Mauritius. The Applicant consents to the exclusive use of, and venue in, the courts in Mauritius.

**Agreed:**

Name of Company/Individual Applicant

\_\_\_\_\_

Name of Signing Official and Title

\_\_\_\_\_

Email and Phone Number of Applicant

\_\_\_\_\_

\_\_\_\_\_

**Postal Address of Applicant:**

Suite and Street: \_\_\_\_\_

City and State: \_\_\_\_\_

Zip/postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

**Date:** \_\_\_\_\_

Signature and Company stamp:

x \_\_\_\_\_

## ANNEX A: MEMBERSHIP INFORMATION

### Type of Membership

Member-Only

End User

LIR

Country: \_\_\_\_\_

Country Code: \_\_\_\_\_ ISO-3166-1 Format

### Activity Area:

Government

ISP / Telecommunications

Association/not-for profit

Private

Education

Other

### Organisation Address

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Country: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Contact: \_\_\_\_\_

### Additional Information

Do you already have IP addresses?

YES

NO

If Yes, from where?

APNIC

RIPE NCC

ARIN

Up stream Provider

Do you plan to train your staff on IP resources management?

YES

NO

If yes in which time frame (month)?

1-3

3-6

6-12

> 12

Email to be used for mailing list:

1. \_\_\_\_\_

2. \_\_\_\_\_