

IPV4 TRANSFER AGREEMENT – ARIN to RIPE

This **IPv4 TRANSFER AGREEMENT** (“**Agreement**”) is entered into on the date of latest signature (the “**Effective Date**”) by and between **The City of Milwaukee**, a municipal corporation of the State of Wisconsin (“**Seller**”) and **Net3, Inc.** a [Jurisdiction] [Type of company] (“**Buyer**”). Buyer and Seller are each referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Buyer desires to purchase a certain IP block and Seller desires to sell to Buyer all of its right, title and interest in and to that certain IP block, subject to the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Transfer of Number Resources

Seller, as the sole and exclusive beneficial owner of the IP block listed in **Schedule A** (the “**Number Resources**”), hereby agrees to transfer its ownership rights to the Number Resources to Buyer as described herein. In this Agreement, the Number Resources refer exclusively to the IP block listed in **Schedule A**; all of Seller’s other IP addresses shall remain the property of Seller and are not affected in any way by this Agreement. The Parties will take all action necessary and will work in good faith to transfer the Number Resources from Seller’s account with the American Registry of Internet Numbers (“**ARIN**”) to Buyer’s account with the Réseaux IP Européens Network Coordination Centre (“**RIPE**”).

2. Purchase Price

The purchase price (the “**Purchase Price**”) to be paid by Buyer to Seller for the transfer of the Number Resources is \$319,488. Seller shall be responsible for the source transfer fee charged by ARIN in connection with the transfer of the Number Resources and Buyer shall be responsible for new registration fees charged by RIPE in connection with the transfer of the Number Resources.

3. Payment and Transfer.

3.1 Buyer will pay the Purchase Price in full by wire transfer to Seller’s account listed in **Schedule A**. Upon confirmation of receipt of the Purchase Price, Seller will, within two (2) business days, initiate the transfer of the Number Resources to Buyer by submitting a ticket with ARIN per Section 8.4 Transfers, requesting the transfer of the Number Resources to Buyer’s REG-ID as indicated on **Schedule A**. Seller will promptly pay the ARIN Transfer Fee. ARIN will subsequently notify RIPE about the transfer request. RIPE will contact Buyer to provide justification for the transfer, and RIPE will invoice Buyer for the RIPE transfer fee. Buyer shall acknowledge the transfer request and provide justification and pay the RIPE transfer fee within two (2) business days of receiving said request.

3.3. In preparation for the transfer of the Number Resources, Seller shall remove all usage of the Number Resources, such as BGP routing and DNS entries with respect to Number Resources. Upon successful transfer of the Number Resources under this Agreement, Seller shall cease all use of the Number Resources.

3.4. Upon receipt by the Parties of RIPE’s final approval of the transfer of the Number Resources to Buyer’s REG-ID (the “**Closing Date**”), Seller’s rights to the Number resources will transfer to the Buyer free and clear of all liens and encumbrances, and all of the Seller’s rights to the Number Resources shall terminate.

3.5 Without limiting Seller’s obligation to fulfill its responsibilities under this Agreement, Seller shall have no liability or responsibility for, or obligations related to, the Number Resources or the use thereof from and after the Closing Date. Buyer shall be fully responsible for the Number Resources and use thereof from and after the Closing Date.

4. Representations and Warranties.

4.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that the following statements are true, complete and correct as of the Closing Date:

- i. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.
- ii. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Seller.
- iii. No further consent, approval, order, permit or authorization of, or registration, declaration or filing with, or notification to any Governmental Authority or any Person is required to be obtained by Seller in connection with, or as a result of, the execution and delivery or consummation of this Agreement.
- iv. Seller is not currently a party to, and will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this Agreement.
- v. Seller is the owner of all right, title and interest in and to the Number Resources free and clear of all liens.
- vi. Seller has removed all usage of the Number Resources, including, but not limited to, BGP routing and DNS entries with respect to Number Resources. Each of the Number Resources is not announced for routing over the public internet, and is currently routable and properly functioning in a manner consistent with the ordinary use of IPv4 numbers.
- vii. EXCEPT AS SPECIFICALLY STATED HEREIN AND THE REPRESENTATIONS AND WARRANTIES PROVIDED BY SELLER HEREIN, THE SALE OF THE NUMBERED RESOURCES CONTEMPLATED BY THIS AGREEMENT SHALL BE MADE AND ACCEPTED ON AN "AS IS" BASIS, AND WITH ALL FAULTS (INCLUDING ALL LATENT AND PATENT DEFECTS) WITHOUT ANY WARRANTIES, AND SELLER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that the following statements are true, complete and correct as of the Effective Date and as of the Closing:

- i. Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction.
- ii. This Agreement has been duly executed and delivered by Buyer and constitutes a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Buyer.
- iii. The execution and delivery of this Agreement by Buyer, the compliance by Buyer with the provisions of this Agreement and the consummation of the Transaction will not violate any legal requirement applicable to Buyer, Seller, or any of the Number Resources. Buyer shall comply with all legal requirements.
- iv. No consent, approval, order, permit or authorization of, or registration, declaration or filing with, or notification to any Governmental Authority or any Person is required to be obtained by Buyer in connection with, or as a result of, the execution and delivery or consummation of this Agreement.

5 Termination.

5.1 Seller's Termination Right. Seller can terminate this Agreement by providing written notice (email acceptable) to Buyer with immediate effect, in the event that Buyer has not paid the Purchase Price per the terms of this agreement. In addition, Seller can terminate this Agreement following payment of the Purchase Price in the event that ARIN fails to transfer the Number Resources within ten (10) business days following the issuance by RIPE of its final approval to transfer the Number Resources to Buyer. In such case, Seller will refund the Purchase Price to Buyer, full and unencumbered ownership of the

Number Resources will return to Seller, and the Parties will have no further obligation or liability to each other.

5.2 Buyer's Termination Right. In the event that ARIN declines to transfer the Number Resources, or the transfer of the Number Resources to Buyer has not been completed after forty-five (45) days from the Effective Date, Buyer may terminate this Agreement by providing written notice (email acceptable). In such an event, Seller will refund the Purchase Price to Buyer, full and unencumbered ownership of the Number Resources shall return to Seller, and the Parties will have no obligation or liability to each other; provided, however, that Buyer may not exercise this right if the cause of the delay is due to a failure of Buyer to comply with its obligations under the Agreement.

6 Miscellaneous.

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6.2 Notices. All notices, requests, demands and other communications hereunder must be in writing (emails acceptable) to the contacts specified below and, if delivered by email, will be deemed to have been received upon acknowledgment of receipt, or if delivered by overnight delivery, it will be deemed effective when delivered.

Seller
David Henke
809 N Broadway Ave,
Milwaukee, WI 53202
dhenke@milwaukee.gov
414-286-3248

Buyer
[NOTICE CONTACT]
[ADDRESS]
[EMAIL]
[PHONE]

6.3 Expenses. Each party hereto will bear all of its own costs, fees and expenses in connection with the transfer of Number Resource contemplated herein. If either party institutes any action or proceeding in any court to enforce the provisions hereof, each party will cover their respective fees. In the specific event that ARIN does not approve the transfer, there will be no legal action taken.

6.4 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither party may assign any of such party's rights hereunder without the prior written consent of the other party hereto.

6.5 Waiver and Amendment. Except as otherwise expressly provided herein, no provision hereof may be waived, amended or otherwise modified except by a written agreement signed by each party hereto.

6.6 Entire Agreement. This Agreement, together with the schedules and exhibits hereto, embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto.

6.7 Severability. If all or any portion or provision of this Agreement shall to any extent be held invalid or unenforceable in whole or in part by a court or agency having valid jurisdiction pursuant to a valid decision or decree, then the Parties hereto expressly agree to be bound by any lesser covenant imposing the maximum legal duty permitted by law that is subsumed within the terms of such covenant, as if the resulting covenants were separately stated in and made a part of this Agreement, and the remainder of this Agreement shall remain in full force and effect.

6.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of Effective Date first above written.

City of Milwaukee (Seller)

Net3, Inc. (Buyer)

Mayor Cavalier Johnson

Date: _____

James R. Owczarski, City Clerk

Date: _____

Countersigned

Aycha Sawa, City Comptroller

Date: _____

Name: _____

Title: _____

Date: _____

Schedule A – Number Resources, Economic Terms and Transfer Details

Number Resources Ranges Transferred: The 199.196.64.0/19 block (8,192 addresses).

Price Per Address: \$39

Purchase Price: \$319,488

ARIN Transfer Fee: \$500 (Seller's Responsibility)

Recipient (RIPE) Transfer Fee: \$XXXX (Buyer's Responsibility)

Buyer's REG-ID: ORG-FCSI1-RIPE

[Address]

Seller's ORG-ID: [XXX]

[Address]

ARIN Source Pre-Approval Ticket: TBD

ARIN Recipient Pre-Approval Ticket: TBD