

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and Seattle Internet Exchange, Inc. ("Applicant"). ARIN will not accept any alterations to this Agreement. Applicant must return the entire Agreement, including a completed signature page, to ARIN to indicate its acceptance, without modification, of all the terms and conditions of the Agreement. Applicant may return the signed Agreement in PDF form.

1. INTRODUCTION

ARIN is a Regional Internet Registry serving Canada, the United States, and specific designated islands in the Caribbean Sea and North Atlantic Ocean, and is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas. Applicant must submit this Agreement and any requested accompanying information to ARIN to apply to receive and use certain services ("Services") from ARIN, 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 resource records, and administration of IP address space. Allocation/assignment of IP address space and assignment of ASNs shall hereinafter be defined as "number resources."

2. AUTHORITY TO MODIFY AGREEMENT

BECAUSE OF THE NECESSARY ROLE THAT ARIN PERFORMS FOR THE INTERNET COMMUNITY, ARIN RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME. ARIN WILL PROVIDE NOTIFICATION OF ANY MODIFICATION(S) VIA ELECTRONIC MAIL TO THE CURRENTLY REGISTERED ADMINISTRATIVE POINT OF CONTACT. FOLLOWING THIS ELECTRONIC NOTIFICATION, ARIN WILL POST THE MODIFICATION(S) ON ITS WEBSITE. CHANGES WILL BE EFFECTIVE AFTER BEING POSTED ON ARIN'S WEBSITE FOR 30 DAYS AND WILL BE APPLIED TO ALL APPLICANTS OR PERSONS RECEIVING SERVICES. CONTINUED RECEIPT OR USE OF THE SERVICES CONSTITUTES APPLICANT'S ACCEPTANCE OF THE CHANGES.

3. EVALUATION AND ACCEPTANCE

Following Applicant's submission of a completed application, ARIN will evaluate Applicant's request for Services. Evaluation may require additional documentation to support the application such as, but not limited to, business plans, management documentation, 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 ARIN's Number Resource Policy Manual, Guidelines, and Procedures (collectively, the "Policies"), as published on ARIN's website, located at "<http://www.arin.net>" (the "Website"), and internal verification process, determines that it will provide the Services to Applicant, ARIN shall provide written notice to Applicant of its willingness to do so, and ARIN will promptly commence providing the Services to Applicant in accordance with the terms and conditions of this Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, applying its published Policies and internal verification process, determines that it will not provide the Services, it will provide written notice to Applicant of its decision. If, at any point, including during the application process and/or the pendency of this Agreement, Applicant actively misrepresents, falsifies, or otherwise fraudulently provides information, ARIN may immediately terminate this Agreement.

4. CONDITIONS OF SERVICE

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

(b) Change Request. To change the Services that it receives from ARIN, Applicant must provide ARIN with written notice (entitled a "Change Request"). If ARIN, in its sole, exclusive, and reasonable discretion, determines that it will provide the Services to Applicant as set forth in the Change Request, ARIN will commence providing the Services as modified to Applicant in accordance with the terms and conditions of this Agreement. If ARIN, in its sole, exclusive, and reasonable discretion, determines that it will not provide the Services as requested by Applicant to be modified, it will provide written notice to Applicant that it will not provide Services in accordance with the Change Request.

(c) Cooperation. During the term of this Agreement, Applicant shall provide ARIN complete, up-to-date, and accurate information, assistance, and cooperation that ARIN reasonably requests in ARIN's provision of the Services to Applicant, including, without limitation, during ARIN's review of Applicant's utilization of number resources. Applicant shall promptly notify ARIN if any of its information changes during the Agreement. If Applicant does not provide ARIN with all information, assistance, and cooperation that ARIN reasonably requests, ARIN may: (i) take such failure into account in refusing Applicant's future allocation/assignment of number resources; and/or (ii) terminate this Agreement and revoke and reclaim Applicant's number resources.

(d) Prohibited Conduct. In using the Services, Applicant shall not: (i) disrupt or interfere with the security or use of the Services; (ii) violate any applicable laws, statutes or regulations; or (iii) assist any third party in engaging in any activity prohibited by this Agreement. If a definitive finding of a violation of law or regulation is established by a decision of a national, state, or other government authority regarding any of (i) through (iii), ARIN will follow such decisions and will cooperate with all government inquiries that utilize legally appropriate methods to obtain information from ARIN.

(e) Content Control. Applicant acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

5. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be the principal point of contact between Applicant and the ARIN database, and have the sole right to designate other qualifying POCs of Applicant with authority to modify the ARIN database ("Authority"). The Administrative POC will also facilitate Applicant's compliance with the terms and conditions of this Section 5. Applicant will provide ARIN with any and all documentation and information regarding the Administrative POC that ARIN reasonably requests. Applicant must notify ARIN in writing immediately if: (i) the relationship an employee with Authority has with Applicant is or will be terminated; (ii) an employee with Authority will have that Authority revoked; (iii) 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) Applicant has any reason to believe that an employee with Authority should not be trusted; or (v) Applicant wants to designate another Administrative POC. Notices to ARIN under this Section must be given by e-mail to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

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

(c) Applicant Liability for Unauthorized Acts or Omissions. 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. 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 Applicant suffers based on any unauthorized access thereto.

6. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide the Services, Applicant shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule, which is available on the Website. From time to time, during the term of this Agreement and as it may renew, ARIN will have the right to change the amount of the fees or institute new fees relating to the Services.

(b) No Refunds. All fees paid by Applicant to ARIN are deemed fully earned upon receipt and are nonrefundable.

(c) Registration Fees. Prior to ARIN providing Applicant with its requested allocation/assignment of number resources, Applicant shall pay ARIN the applicable "registration fee," as set forth in the Fee Schedule, as well as any outstanding fees for other resources received from ARIN. Applicant shall also pay ARIN the applicable "annual renewal fee," if any, as set forth in the Fee Schedule, at least five (5) days prior to the end of the anniversary month of ARIN's first issuance of the Services to Applicant (*e.g.*, ARIN's initial allocation/assignment of number resources to Applicant) occurs. If, for any reason, the Applicant has not made prompt payment, and/or ARIN is unable to contact the Applicant, ARIN has the right to take the following actions if the invoice is overdue: (i) stop providing Services; or (ii) terminate this Agreement and revoke the number resources previously allocated or assigned. Any Applicant whose Services were stopped pursuant to 6(c)(i) may have the Services restored if it brings its account current before revocation. Any number resources revoked pursuant to 6(c)(ii) shall be held by ARIN for a minimum 6-month period from the date of revocation before they are reissued. Any Applicant whose number resources have not been reissued by ARIN may restore the Services related to these number resources and have the revocation nullified if it contacts ARIN, brings its account current, signs a revised Agreement, and begins prepayment for all future Services.

7. POLICIES

Pursuant to ARIN's Policy Development Process, ARIN maintains the Policies and may, at any time in its sole and absolute 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 Applicant immediately after they are posted on the Website. Applicant acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as amended.

8. REVIEW OF APPLICANT'S NUMBER RESOURCES

ARIN may review, at any time, Applicant's use of previously allocated or assigned number resources or Services received from ARIN to determine if Applicant is complying with this Agreement and the Policies and is using the Services for their intended purposes. Without limiting the foregoing, if Applicant is a holder of a direct allocation or assignment from ARIN, Applicant agrees that it will use the number resources solely for uses consistent with its application and this Agreement, including, for example, its internal infrastructure or to provide Internet access to its customer base. If ARIN determines that the number resources or any other Services are not being used in compliance with this Agreement, the Policies, or the purposes for which they are intended, ARIN may: (i) revoke the number resources; (ii) cease providing the Services to Applicant; and/or (iii) terminate this Agreement.

9. NO PROPERTY RIGHTS

Applicant acknowledges and agrees that the number resources are not property (real, personal, or intellectual) and that Applicant does not acquire any property rights in or to any number resources by virtue of this Agreement or otherwise. 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 number resources in the United States or any other country.

10. 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; and (iii) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

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

11. BANKRUPTCY

If Applicant: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) files any petition under any chapter of the Bankruptcy Code or other insolvency or bankruptcy law; (iv) has a petition filed against it under any insolvency or bankruptcy law; (v) 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 Applicant's assets; or (vi) ceases or affirmatively indicates its intent to cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Applicant will notify ARIN immediately. Upon such notice, or if ARIN otherwise learns of the occurrence of any of the foregoing events, ARIN may intervene in any such bankruptcy or insolvency proceeding or take other appropriate, lawful action to preserve its rights under this Agreement and the Policies, and its ability to provide the Services to its other users, including, without limitation: (i) revoking the number resources assigned to Applicant; and/or (ii) terminating this Agreement. Applicant agrees to consent to ARIN's intervening in any such bankruptcy court proceeding so that ARIN can protect its rights under this Agreement with respect to the Policies, number resources, and any other rights ARIN has under this Agreement. Applicant acknowledges and agrees that this Agreement is executory. Applicant acknowledges and agrees that it holds no title or property interest in the number resources and such number resources do not, and shall not, constitute property of the Applicant's bankruptcy estate within the meaning of Section 541 of Title 11 of the United States Code (the "Bankruptcy Code"). Applicant hereby acknowledges and agrees that, upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default under this Agreement shall constitute "cause" pursuant to Bankruptcy Code Section 362(d) for granting ARIN relief from the automatic stay or any other applicable injunction to exercise its rights and remedies under this Agreement, and Applicant shall, and hereby does, consent to such relief.

12. INDEMNIFICATION

Applicant shall indemnify, defend, and hold ARIN and its employees, representatives, agents, attorneys, affiliates, trustees, directors, officers, and managers, and members (the "Indemnified Parties") harmless from any damage, loss, cost, or expense (including without limitation, attorneys' fees and costs) incurred by an Indemnified Party or in connection with any claim, demand, or action ("Claim") brought or asserted against any of the Indemnified Parties alleging facts or circumstances that would constitute a breach of any provision of this Agreement by Applicant, or its employees or contractors, or arising from, relating to, or connected with: (i) unauthorized access to or use of the ARIN database by Applicant or any of its current or former employees, representatives, agents, attorneys, affiliates, directors, officers, POCs, or managers; (ii) unauthorized access to or use of Applicant's information or number resources in the ARIN database; or (iii) Applicant's use of the Services. If Applicant is obligated to provide indemnification pursuant to this provision, ARIN may, in its sole and absolute discretion, control the disposition of any Claim at Applicant's sole cost and expense. If ARIN permits Applicant to control the disposition of any Claim, Applicant shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. Applicant agrees to notify ARIN promptly of the assertion against it or any other person of any claim or the commencement of any action or proceeding relating to any transaction contemplated by this Agreement, whether or not an Indemnified Party is named in the claim or action.

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 APPLICANT'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE APPLICANT USES. ARIN MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS 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 APPLICANT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, 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 AGREEMENT, IN NO EVENT WILL ARIN'S LIABILITY TO APPLICANT OR ANY THIRD PARTY EXCEED THE GREATER OF (i) THE AMOUNT PAID BY 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 Agreement shall commence on the date Applicant first receives the Services (the "Effective Date") and shall continue for one year thereafter. This 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 Agreement or if Applicant gives written notice to ARIN of its desire not to renew this 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 Agreement for cause by providing written notice to Applicant in accordance with Section 15(j): (i) for the reasons as set forth in Sections 3, 4(c), 4(d), 6(c), 8, 11, or if Applicant breaches any provision of Section

5; or (ii) if Applicant breaches any other provision of this Agreement and such breach remains uncured in ARIN's reasonable determination for thirty (30) days following Applicant's receipt of written notice of the breach from ARIN.

(c) Termination for Cause by Applicant. Applicant shall have the right to terminate this Agreement for cause upon written notice if ARIN materially breaches this Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Applicant.

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

(e) Effect of Termination. If this Agreement expires or is terminated: (i) ARIN will immediately revoke the number resources and otherwise cease providing the Services and will have no liability for doing so; (ii) Applicant must immediately pay ARIN all fees that Applicant owes for Services rendered up to and including the date of expiration or termination; and (iii) Applicant will lose all membership rights and benefits in ARIN, if any.

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

15. GENERAL PROVISIONS.

(a) Assignment or Transfer.

(i) Except as provided in 15(a)(ii), Applicant may not assign or delegate this Agreement or any of its rights or obligations under it, including without limitation the exclusive right to use the number resources allocated or assigned to it, without ARIN's express written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's then current Transfer Policies, as included in the Policies.

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

(iii) Any attempt by Applicant to assign this Agreement or any rights or obligations under it, other than as provided in this Section 15(a), will be of no force or effect.

(iv) ARIN shall have the right to freely assign this Agreement or any of its rights or obligations under it upon written notice to Applicant if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Information. Pursuant to the Policies, Applicant consents to assume responsibility for ensuring information involving assignments and allocations from within its allocated or assigned number resources received from ARIN 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 Agreement.

(d) Entire Agreement. This Agreement (and the Policies and the Fee Schedule, which are hereby incorporated by reference) 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 subject matter of this Agreement.

(e) Waiver. No waiver of any provision or consent to any action under this 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 a past or future waiver or consent.

(f) 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.

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

(h) 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.

(i) Construction. This 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 Agreement will be delivered to the other party by any of the following methods: (i) hand delivery; (ii) certified U.S. or international mail, return receipt requested, postage prepaid; (iii) reputable overnight courier; (iv) electronic mail; or (v) electronic messaging via ARIN Online. If Applicant gives notice to ARIN, it must use the following address: ARIN, Attention: Financial Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Applicant, ARIN must use the contact information provided by Applicant to ARIN during the application process or other contact information provided by 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; (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated; or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(k) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party 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 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 a


party from performing its obligations under this Agreement, that party may, in its discretion, terminate this Agreement immediately upon written notice to the other party.

(l) **Governing Law, Jurisdiction, and Venue.** This 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 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 after thirty (30) days, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in Fairfax County, Virginia, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. A single arbiter shall be selected by the parties by striking in turn from a list of arbiters 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. 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. This arbitration provision will apply unless the Applicant is part of a national, state, or local government authority whose laws or regulations require that their law and jurisdiction must apply to such an agreement. In such an instance, upon written demonstration of such national, state, or local law or regulation, arbitration shall be conducted in the city or county in which Applicant's principal place of business is domiciled, in accordance with the provisions set forth above, except that Applicant's law shall be controlling. The Arbitrator may reallocate the costs of the arbitration's expense between the parties, but may not reallocate legal fees incurred by the parties. The Arbitrator is permitted to assess all arbitration costs, including any legal fees incurred by the parties, against any party that has acted in bad faith during the proceeding.

Applicant acknowledges its acceptance, without modification, of all the terms and conditions of the Agreement.

Agreed: (This section to be completed by Applicant)	Authorized Officer
Legal Name of Company (Applicant): <i>Seattle Internet Exchange, Inc.</i>	Name (Print): <i>Chris Caputo</i>
D/B/A (if any):	Title (Print): <i>Secretary/Treasurer</i>
ORG ID: <i>SEATT-11</i>	Signature: 
Ticket Number: <i>ARIN-20120104-X1849</i> <i>ARIN-20120101-X1850</i> <i>1250012</i>	Date: <i>1/10/2012</i>
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer
Name (Print):	Phone: <i>206-367-4320</i>
Title (Print):	E-Mail: <i>hostmaster@seattleix.net</i>
Phone:	Street Address: <i>1700 7th Ave Ste 116 PMB 400</i>
E-Mail:	City and State: <i>Seattle, WA</i>
Street Address	Postal Code: <i>98101-1323</i>
City and State	Country: <i>U.S.A.</i>
Postal Code:	
Country:	

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

ARIN's Authorized Contracting Agent	
Name (Print): <i>Robert P. Stratton</i>	Signature: 
	Date: <i>JAN 12 2012</i>



PAID