

# RIPE Atlas Service Terms and Conditions

Version 2.0, Updated 30 September 2013

## Introduction

The RIPE Atlas Service is a RIPE NCC service available to the RIPE Community. This document stipulates the Terms and Conditions for the RIPE Atlas Service.

## Article 1 – Definitions

In these Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below: RIPE NCC - Réseaux IP Européens Network Coordination Centre, a Membership association under Dutch law, with a registered office in Amsterdam, the Netherlands

RIPE Atlas Service – A RIPE NCC service that provides a measurement platform using RIPE Atlas Data collected by active Probes and Anchors around the world

RIPE Atlas Portal – The webpages of the RIPE Atlas website accessible through a User's credentials

API – Application Programmable Interface that allows Users to perform measurements and access their Probe details, Credits information and Results

Probe – A hardware device with software embedded that makes observations by sending active measurement traffic and observing responses for the purposes of the RIPE Atlas Service

Anchor – A hardware device that performs as a Probe and has additional functionalities as a target

Probe Host – A natural person or a legal entity that has a Probe registered with the intention that it be installed in a network

User – A person that has access through their personal credentials to the RIPE Atlas Portal and API and may perform Measurements. This includes Probe Hosts.

Measurement – A request for, and the execution of, a set of observations, with a given set of properties (time period, flags, etc.), towards a single target, involving one or more Probes. Measurement can be requested either by using the RIPE Atlas Portal or API command, authenticated with the key generated by the User.

Result – A simple data point collected by RIPE Atlas Service, consisting of source IP address or hostname, destination IP address or hostname, measurement type, timestamp and observation (and other optional attributes)

RIPE Atlas Data – Data collected via RIPE Atlas including Measurements and Results

Credit – A metric unit used in the RIPE Atlas Service. Credits may be earned and spent by Registered Users in accordance with the Credit System described at <https://atlas.ripe.net/doc/credits>

## Article 2 – General

2.1. The Terms and Conditions come into effect by means of an offer by the RIPE NCC

and an acceptance by the User.

2.2. By clicking the "I accept" button when the Terms and Conditions appear in the RIPE Atlas Portal, the user confirms that they have read, understood and agree to be bound by these Terms and Conditions for every future use of the RIPE Atlas Service. 2.3. The RIPE NCC reserves the right to amend these Terms and Conditions. After such amendments, the User will be asked to confirm that they have read, understood and agree to be bound by the amended Terms and Conditions in the same manner as described in Article 2.2 above

2.4. These Terms and Conditions prevail over explanatory documents and any text regarding the RIPE Atlas Service, which exist for guidance and informational purposes only and do not affect the interpretation of these Terms and Conditions.

2.5. These Terms and Conditions replace any and all existing agreements between the RIPE NCC and the User with regard to the RIPE Atlas Service.

2.6. The latest version of the RIPE Atlas Terms and Conditions is available at: <https://atlas.ripe.net/legal/anchors/terms-conditions/>

### **Article 3 – Use of RIPE Atlas Service**

3.1. The RIPE Atlas Service is a measurement platform for purposes such as research, network monitoring, network debugging and alerting about network events (hereafter referred to as the purposes of the RIPE Atlas Service).

3.2. Subject to these Terms and Conditions, Users may create their own Measurements via the RIPE Atlas Portal or the RIPE Atlas API. Users agree that their Measurements and Results may be publicly available.

3.3. The RIPE NCC will publish the RIPE Atlas Data in various forms and make this available via <http://www.ripe.net/> as well as RIPE Atlas API.

### **Article 4 – Performing Measurements**

4.1. Users are entitled to perform Measurements provided they have sufficient Credits and provided the set Measurements are reasonable in terms of resource usage.

4.2. Measurements may be performed by any Probe and may include any Probe.

### **Article 5 - Use of RIPE Atlas Data**

5.1. Any RIPE Atlas Data may be available publicly for the purposes of the RIPE Atlas Service. The name and contact details of Probe Hosts and of the Users involved in a particular Measurement will not be publicly available unless explicitly allowed by them.

5.2. Users agree that any RIPE Atlas Data they submit or produce through the RIPE Atlas Portal may be publicly available. The RIPE NCC reserves the right to publicly publish any collected data at any given time.

5.3. Users agree to make responsible use of the RIPE Atlas Data in line with the purposes of the RIPE Atlas Service. Users may perform research using RIPE Atlas Data, and they can notify the RIPE NCC about the results of this research by sending an email to [atlas@ripe.net](mailto:atlas@ripe.net). Any commercial use of the RIPE Atlas Data is subject to prior permission by the RIPE NCC.

5.4. The RIPE NCC is entitled to retrieve, reproduce, make available, store and combine

RIPE Atlas Data obtained through the RIPE Atlas Service for the purposes of the RIPE Atlas. The RIPE NCC, at its own discretion, will analyse the RIPE Atlas Data and make the Results publicly available on the RIPE NCC website.

5.5. The RIPE NCC may provide RIPE Atlas Data and analysis of RIPE Atlas Data to third parties for scientific and statistical purposes. This provision may continue even after the RIPE Atlas Service is no longer available.

## **Article 6 – Use of Probes**

6.1. Subject to these Terms and Conditions, the Probe Host shall receive and install a Probe on a network. The Probe Host must have obtained clear permission for the connection and use of the Probe in this network.

6.2. The Probe Host shall register the Probe with correct and valid data in the RIPE Atlas Portal. The Probe Host shall ensure the data submitted via the RIPE Atlas Portal is valid at all times.

6.3. Subject to these Terms and Conditions, the Probe Host may use the Probe in order to perform Measurements and obtain Results via the RIPE Atlas Portal.

6.4. The Probe Host agrees that the details about their Probe will be publicly visible and that other Users may perform their own Measurements using that RIPE Atlas Probe.

6.5. The Probe Host shall make a best effort to keep the Probe connected to the Internet at all times. If the Probe Host wants to disconnect the Probe indefinitely they must notify the RIPE NCC and the RIPE NCC will try to make arrangements to find a new host for the Probe.

6.6. The Probe Host shall not interfere with the Measurements performed via their Probe, shall not try to disassemble the Probe and shall not tamper with it or harm it in any other way. The Probe Host is not allowed to use Probes for activities irrelevant to the purposes of the RIPE Atlas Service and in particular for any activities that may damage other persons or networks in any way.

6.7. The RIPE NCC shall update the software on the Probe automatically.

6.8. The Probe Host has no property rights to the Probe. The Probe is the property of the RIPE NCC. If the Probe Host purchases the Probe hardware, the Probe Host shall obtain RIPE NCC's written permission before repurposing the hardware.

## **Article 7 – Use of RIPE Atlas Anchor Probes**

7.1 RIPE Atlas Anchor Probes are treated the same as Probes and have the same terms and conditions as explained in this document. In addition, the hosts of RIPE Atlas Anchor Probes must agree to the RIPE Atlas Anchor Host Memorandum of Understanding before using the service.

## **Article 8 – Control of Use**

8.1. The RIPE NCC is entitled to restrict any use of the RIPE Atlas Service. The RIPE NCC may perform security checks and audits to determine unauthorised use of the RIPE Atlas Service.

8.2. Users must assist the RIPE NCC with security checks and audits.

## **Article 9 –Termination of the Use of the RIPE Atlas Service**

9.1. The RIPE Atlas Service will be available on a best effort basis and the RIPE NCC may suspend its operation, availability or liability to the Users for technical, operational, legal, anti-abuse or any other reasons within the scope of managing the operations of the RIPE Atlas Service.

9.2. Users are entitled to discontinue their use of the RIPE Atlas Service at any time, for any reasons, without any obligations of notifying the RIPE NCC. If the User also hosts a RIPE Atlas Probe, article 6.5 of this document will apply.

9.3. If Users decide to delete their RIPE Atlas Data from their RIPE Atlas Portal, the RIPE NCC is entitled to maintain copies of their Measurements and Results, analyse them and make them publicly available.

9.4. If the Probe Host's obligations under these Terms and Conditions are substantially enlarged pursuant to a change in the Terms and Conditions or in the specifications described in any other relevant supplemented agreements signed by the RIPE NCC, the Probe Host shall notify the RIPE NCC in writing and the RIPE NCC will disable the Probe of the Probe Host within one month of the date of the written notification.

9.5. Without prejudice to any provisions of this article the RIPE NCC shall be entitled to terminate or suspend the RIPE Atlas Service with immediate effect, without being liable to pay damages to the User and without prejudice to the RIPE NCC's right to claim (additional) damages from the User if:

a. The User in any way acts or neglects to act such as to cause damage to the name, trademarks or intellectual property rights of the RIPE NCC;

b. The User fails to observe any rule of applicable law, which should be adhered to by the User and which, in the opinion of the RIPE NCC, is of such a nature as to justify immediate termination; such behavior may include the participation of the User in any type of network abuse.

c. If the User's behaviour exposes the RIPE NCC or its members to liability.

d. The RIPE NCC is no longer able to establish communications with the User (for example, if the User repeatedly does not respond to emails from the RIPE NCC or if the User fails to maintain a valid email address that is known to the RIPE NCC).

e. In the event of a breach by the User of any other obligation under these Terms and Conditions that is not fixable or which is not remedied within thirty days of written notice from the RIPE NCC requiring that it be remedied.

9.6. The RIPE NCC reserves the right to remotely disconnect a Probe from the RIPE Atlas Service if the RIPE NCC has reason to believe that the Probe is malfunctioning, misbehaving or has been altered in its function, or the RIPE Atlas Data provided is false.

9.7. Should the RIPE NCC make a Probe unavailable in line with these articles, the Probe Host shall return the Probe immediately in the best possible condition to the RIPE NCC.

## **Article 10 – Liability**

10.1 The RIPE NCC shall not be liable against Users for any damages caused by a failure by the RIPE NCC to meet any obligation under these Terms and Conditions.

10.2 In no event shall the RIPE NCC be liable for indirect damages caused by a failure by the RIPE NCC to meet any obligation under these Terms and Conditions, including damage to the User's business or loss of profits.

10.3 Notwithstanding any other provision in this Article, the RIPE NCC shall not accept

liability for:

- Mutilation or loss of RIPE Atlas Data or other data during transmission or when stored on the User's computers
- Results and consequences of analysis of RIPE Atlas Data undertaken by the RIPE NCC
- The consequences of any modification or adaptation to the Probe made by the Probe Host or from the combination of the Probe with hardware or software other than that specified in these Terms and Conditions.

10.4 Notwithstanding any other provision in this articles, the RIPE NCC shall not be liable for damage as a result of a failure to meet any obligation under this agreement if such failure is due to circumstances for which the RIPE NCC is not considered accountable according to law, contract or trade custom. The RIPE NCC in any event shall not be accountable for failures to perform resulting from interruptions or improper functioning of power or telecommunication services facilities.

10.5. The User indemnifies the RIPE NCC for any third-party claims filed against it in relation to the User's use of the RIPE Atlas Service and Probe or resulting from the non-performance by the User of any obligation arising out of these Terms and Conditions.

10.6. In no event shall the RIPE NCC be liable for the correct operation of the Probe or for any damage that a Probe may cause to Probe Hosts, to Users or to any other party. Also, the RIPE NCC shall not be liable for incorrect Results and other incorrect RIPE Atlas Data made available at atlas.ripe.net.

10.7. In no event shall the RIPE NCC be liable for any type of misuse or abuse of the RIPE Atlas Service or the Probes and for any damage caused thereof.

## **Article 11 – Miscellaneous**

11.1. All the RIPE Documents referred to in this agreement are available on <http://www.ripe.net/>. The Host will regularly take notice of updated RIPE Documents on the website. The RIPE Documents referred to in these Terms and Conditions, as well as any related supplemented agreements signed with the RIPE NCC, may be replaced by new documents or agreements. The RIPE NCC may announce such replacements through the dedicated mailing list hosted at ripe-atlas@ripe.net.

Any change to the text will then immediately become a part of these Terms and Conditions.

11.2. The RIPE NCC's intellectual property (agreements, documents, software, databases, website, etc.) may only be used, reproduced and made available to third parties upon prior written authorisation from the RIPE NCC. 11.3. If any provision contained in the Terms and Conditions is held to be invalid by a court of law, all other provisions of these Terms and Conditions will continue to be effective.

## **Article 12 – Governing Law**

These Terms and Conditions shall be exclusively governed by the laws of the Netherlands. The competent court in Amsterdam shall have exclusive jurisdiction with regard to disputes arising from these Terms and Conditions.