

**Brander Group Inc.**

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**IPv4 Buyer Order Form**

Company: City of Cartersville

The Facilitator and Buyer set forth on the signature page of this Order Form (hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”) agree as follows:

**1. Transaction Terms.** The Parties agree that the transaction details are as follows:

| <b>IPv4 Address Block</b> | <b>Owner</b>        | <b>Region</b> | <b>Total IPs</b> | <b>Seller Price</b> |
|---------------------------|---------------------|---------------|------------------|---------------------|
| 64.7.36.0/22              | Digicon Corporation | ARIN          | 1024             | \$ 40,448.00        |

**2. Transfer of IP Addresses.** Facilitator represents it is authorized by the owner of the IPv4 Address Block (the “Owner”) to offer the IPv4 Address Block for sale and to perform all services necessary to effectuate the sale of the IPv4 Address Block. The Owner represents that it is the sole and exclusive beneficial holder of the rights to the IPv4 Address Block and hereby transfers all such rights to the IPv4 Address Block to Buyer, free and clear of any liens, encumbrances or claims to hold or use the IPv4 Address Block, subject only to ARIN’s approval. The Facilitator does not own the IPv4 Address Block and makes no claims regarding the IPv4 Address Block. Except as provided otherwise herein, the IPv4 Address Block are being transferred on an “as is, where is” basis and no warranties, either express or implied, have been made regarding the IPv4 Address Block.

**3. Transaction Steps.**

- a. This Order Form is signed by both Parties.
- b. Buyer makes payment to Facilitator within five (5) business days via escrow.com using or wire transfer
- c. The Owner submits a transfer ticket linking IPv4 Address Block to Buyer’s ARIN Org-ID: CC-961
- d. Buyer submits recipient ticket to accept IPv4 Address Block.
- e. Whois updates to reflect CC-961 as the new owner of the IPv4 Address Block.
- f. Facilitator releases funds to Owner.

**4. Termination Rights.** If the Owner has not submitted a transfer ticket to regional registry within five (5) business days of receipt of Buyer’s payment or if ARIN does not complete the transfer of the IPv4 Address Block within thirty (30) days from the date of the Owner’s submission of the transfer request with their regional registry to transfer the IPv4 Address Block to the Buyer, the Buyer may request a refund from the Facilitator or receive a different IPv4 Address Block of equal size, in the sole discretion of the Facilitator. The Facilitator may terminate this agreement if the Buyer fails to make payment to the Facilitator within five (5) business days of the execution of this IPv4 Order Form; or if the Buyer fails to take actions necessary to complete the transaction, as determined in the sole discretion of the facilitator.

**5. Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify the other Party and its owners, directors and employees (the “Indemnified Parties”), and shall not hold any of the Indemnified Parties responsible for any losses or claims resulting from (a) any breach of any representation or warranty from the Indemnifying Party in this

agreement, or (b) any failure to comply by the Indemnifying Party of any arrangement, agreement or obligation of the Indemnifying Party in this agreement. The Buyer shall also indemnify Brander Group and its owners, directors, employees, legal counsel or any affiliates and shall not hold Brander Group responsible for any losses or claims resulting from any claim, dispute, arbitration, disagreement or legal proceeding arising from this agreement, without regard to whether such claim is made by a Party or a third party.

**6. Counterparts; Delivery.** This IPv4 Order Form may be executed by electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**7. Governing Law; Jurisdiction.** This IPv4 Order Form is governed by and shall be construed in accordance with the laws of the State of Delaware. This IPv4 Order Form embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions, agreements or understandings relating thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this IPv4 Order Form as of date set forth below.

**Buyer**

Company: City of Cartersville

Signature: Steven Grier

Name: Steven Grier

Title: IT Director

Date: May 09 2023 14:29 GMT

**Facilitator**

Company: Brander Group Inc.

Signature: Lauren Bedrick

Name: Lauren Bedrick

Title: Operations