Tuesday, 23 June 2020

Cloud Innovations
C/o Abacus (Seychelles) Limited
Mont Fleuri, Mahe
Seychelles
Mahe
Seychelles

Dear Member,

Re: IPv4 Number Resources Allocated to Cloud Innovation Ltd - ORG-CIL1-AFRINIC

We write to you pursuant to Clauses 2(d), 4(c)(i) and (ii) of the Registration Service Agreement **("the Agreement")**, Section 5.3.2 of our Consolidated Policy Manual **("the Policy Manual")**, and Section 6 of the AFRINIC's Bylaws **("the Bylaws")**.

You may now therefore take notice that an examination of the utilisation records registered in the AFRINIC WHOIS database pertaining to the IP Number Resources allocated to Cloud Innovation Ltd has revealed as follows:

(1) That some 2026 records pertaining to your company appear to be inconsistent with what is visible in the global routing.

In particular, we note with concern that the purported discrepancy existing between the descriptions of the registered usage of the IP Number Resources and the countries where these resources are actually being used. Such inconsistencies contravene the provisions of Section 5.3.2 of the Policy Manual as well as Clause 4(c)(ii) of the Agreement which was signed by Mr Lu Heng on behalf of Cloud Innovation Ltd on 23 July 2013.
Refer to attached spreadsheet (Cloud-Innovation.xlsx) for details

(2) That most of the utilisation records registered in the AFRINIC WHOIS database show a usage that is not consistent with the "needs" expressed in accordance to the Agreement signed, relating to the IP Number Resources applied for.

Your attention is hereby drawn to Clause 6(d)(iii) of the Agreement whereby Cloud Innovation Ltd expressly acknowledged and agreed that the "right of use" of IP Number Resources is bestowed within the ambit of the "need" which is justified in its application and for no other purpose during the currency of the present agreement.

We note with concern that, whilst Clause 2(d) of the Agreement provides for changes occurring after the receipt of an application for IP Number Resources, Cloud Innovation Ltd failed to notify AFRINIC of these changes promptly, accurately and fully by an authoritative and valid contact. Consequently, we consider the acts and doings of Cloud

Innovation Ltd amounting to a breach of Clauses 2(d), 4(c)(i), and 6(d) (iii) of the Agreement.

(3) That the majority of the IP Number Resources allocated to Cloud Innovation Ltd by AFRINIC are not originating services within the AFRINIC service region as required by section (6) of the AFRINIC Bylaws.

We find it apt to remind you that "Membership" is clearly and unequivocally defined in section 6 of the Bylaws. Consequently, your attention is drawn to the fact that IP Number Resources allocated by AFRINIC must originate services within the defined region, except as regards those issued under the "SOFT-LANDING Policy". For IP Number Resources allocated under this policy, it is permissible to use a part of their resources only for connectivity back to the service region. Unfortunately, your current situation does not conform to the provisions of these two guiding documents.

In light of the aforementioned purported breaches of the Agreement, applicable Policy Manual and the AFRINIC Bylaws, we hereby most formally request you to provide your comments on the above-described discrepancies, as well as to submit justification(s) thereon.

Your comments and justifications, if any, should reach AFRINIC by 14 July 2020 at latest failing which AFRINIC will take such actions as it may be advised, in the circumstances.

Yours faithfully,

[redacted]

Eddy Kahiyura
Chief Executive Officer

Encl.:

1. Spreadsheet with inconsistent details
2. Signed RSA