

General Services Agreement

This Agreement is effective as of January 1st, 2011, by and between the Internet Society ("ISOC"), a non profit corporation, with its principal offices located at Reston, Virginia (US) and Geneva, Switzerland and LACNIC with offices República de México 6125 Montevideo, 11400 Uruguay hereinafter referred to as "LACNIC".

WHEREAS, LACNIC and ISOC desire to enter into an agreement for the provision of certain facilities and services by LACNIC from time to time in connection with activities being conducted by ISOC.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SERVICES: LACNIC shall provide to ISOC office space and facilities as mutually agreed upon.
2. TERM: Services described herein shall be provided from the date of this Agreement and shall continue until December 31st, 2012, when will be automatically renewed for another year unless either party decides not to continue this agreement with a written notice to the other party 30 (thirty) days before the expiration date.
3. COMPENSATION: Subject to all the provisions of this Agreement and the execution of this Agreement ISOC agrees to pay LACNIC as full and complete consideration for LACNIC's services hereunder, and LACNIC agrees to accept, US\$ per month without invoice. For any other services, LACNIC shall submit invoices to ISOC to AP@ISOC.org. Invoices will be paid within fifteen (15) days after approval by ISOC.
4. INDEPENDENT CONTRACTOR STATUS: Each party acknowledges and agrees that its employees or agents, if any, are not employees or agents of the other party for any purpose.
5. INDEMNITY: Each party hereby agrees to indemnify, defend and hold the other harmless for any loss, liability, costs or damages arising from actual or threatened claims or causes of actions resulting from the negligence, gross negligence or intentional misconduct of the indemnifying party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable).
6. SURVIVING OBLIGATIONS: The parties' representations, warranties, and indemnity shall remain in effect following the termination or expiration of this Agreement.
7. TERMINATION: Either party may terminate this Agreement for any reason whatsoever at anytime with ninety (90) days notice. Either party may terminate this Agreement immediately upon written notice to the other party if such other party (a) becomes insolvent or makes an assignment for the benefit of creditors; (b) files or has filed against it any petition under any applicable bankruptcy, insolvency, reorganization or similar debtor relief law which is not discharged within thirty (30) days of said filing; (c) requests or suffers the appointment of a trustee or receiver, or the entry of an attachment or execution as to a substantial part of its business or assets; or (d) materially breaches any of its other obligations under any provision of



this Agreement (including ISOC's failure to pay), which breach is not remedied within thirty (30) days after notice thereof by the non-breaching party to breaching party.

8. MISCELLANEOUS:

(a) Counterparts: This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts) each of which shall be an original, but all of which together shall constitute one and the same instrument.

(b) No Violation of Law: If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to a part hereof; no invalidity or unenforceability shall affect any other portion of this Agreement.


(c) Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by the applicable laws of the party seeking remedy.

(d) Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

9. ENTIRE AGREEMENT: This Agreement is not valid or binding unless and until in writing and signed by a duly authorized officer of ISOC and by LACNIC. No amendment, modification, extension, release, discharge or waiver of this Agreement, or any provision hereof, shall be valid or binding unless in writing and signed by a duly authorized officer of ISOC and by LACNIC. No oral agreement shall be binding on ISOC or LACNIC unless and until reduced to writing and signed by a duly authorized officer of ISOC and LACNIC.

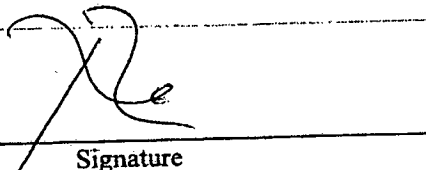
The parties shall indicate their acceptance of this entire Agreement by signing in the appropriate space provided below.

Internet Society

By: 
Signature

Gregory M. Kapler CEO
Print Name

LACNIC

By: 
Signature

RAR ECHEBERRIA
Print Name