

# LATIN AMERICAN AND CARIBBEAN INTERNET ADRESSES REGISTRY

### **REGISTRATION SERVICES AGREEMENT**

| Identification Sheet                                |
|---|
| Organization Name ( as indicated in the template ): |
| Request Sender Data:<br>Name:                       |
| Telephone:  |
| E-mail:   |
| C R R R R R R R R R R R R R R R R R R R             |

### **IMPORTANT:**

The Registration Service Agreement with LACNIC is a Adhesion Agreement and its contents must not be changed. In order to receive the resources from LACNIC, this agreement must be signed as it is in the following pages.



## LATIN AMERICAN AND CARIBBEAN INTERNET ADRESSES REGISTRY REGISTRATION SERVICES AGREEMENT

This AGREEMENT is entered on the City of Montevideo, Uruguay, between the LATIN AMERICAN AND CARIBBEAN REGISTRY FOR INTERNET NUMBERS, LTD. ("LACNIC"), a non-profit organization, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the Applicant Company ("Company"); who agree to celebrate the following registration services agreement and whose addresses and representatives are set forth below.

**1. INTRODUCTION.** LACNIC is a regional Internet Registry serving Latin America and the Caribbean, and is responsible for the registration, administration, and conservation of Internet Protocol (IP) address space in these geographic areas. Company wishes to apply to LACNIC for registration services including an allocation of Internet Protocol (IP) address space and/or assignment of autonomous system numbers. This Agreement shall enter into force once it's accepted at the offices of LACNIC.

2. REGISTRATION SERVICES. Registration services provided by LACNIC to Company include, but are not limited to: allocation of IP address space, issuance of autonomous system numbers, inverse addressing on network blocks, maintenance of network records, and administration of IP address space. LACNIC will evaluate Company's request for IP address space and/or autonomous system numbers based on LACNIC's Internet Protocol address space allocation and assignment guidelines, which are incorporated herein by reference and made a part of this Agreement. Company agrees that all requests for an allocation of IP address space and/or an assignment of autonomous system numbers, whether made under this Agreement or any renewals of this Agreement must be in compliance with LACNIC's Internet Protocol address space allocation and assignment guidelines as published on LACNIC's web site. If Company is an Internet Service Provider, Company agrees that IP addresses are to be used solely for their internal infrastructure or to further assign to its customer base for whom the Internet Service Provider is supplying internet access.



**3. TERM.** Upon acceptance by LACNIC this Agreement shall be effective for one year starting on the date the IP address space and/or the autonomous system numbers are initially electronically allocated and/or assigned by LACNIC to Company. This Agreement shall be renewable on the anniversary date of the initial allocation and/or assignment and each year thereafter, subject to the then applicable terms and conditions established by LACNIC, unless sooner terminated in accordance with the termination provisions of this Agreement.

**4. FEES AND PAYMENTS.** Company agrees to pay a registration fee to LACNIC as consideration for receiving an allocation of IP address space and/or an assignment of autonomous system numbers. Company agrees to pay the registration fee prior to receiving the requested allocation of IP address space and/or the assignment of autonomous system numbers. Company agrees to pay a renewal registration fee prior to the annual anniversary date on which this Agreement is to be renewed. Company agrees that if, for any reason, Company does not pay the renewal registration fee for IP address space and/or pay the renewal registration fee for autonomous system numbers this Agreement will not be renewed and the IP address space previously allocated and/or the autonomous system numbers previously assigned will be revoked by LACNIC.

5. INTERNET PROTOCOL ADDRESS SPACE ALLOCATION AND ASSIGNMENT GUIDELINES and REVIEW OF COMPANY'S IP ADDRESS SPACE. I) Company agrees, as a condition to submitting this Agreement, and if this Agreement is accepted by LACNIC, to be bound by the terms of LACNIC's Internet Protocol address space allocation and assignment guidelines which are incorporated herein by reference and made a part of this Agreement and any renewals hereof. Company agrees that LACNIC may, at any time, modify or amend its Internet Protocol address space allocation and assignment guidelines and that such modifications or amendments shall be binding upon the Company. II) Company agrees that LACNIC reserves the right to review, at any time, the utilization of previously allocated IP address space and/or assigned autonomous system numbers made to Company under this Agreement or under any renewals of this Agreement. Company agrees that if IP address space and/or autonomous system numbers are not being used for the purpose allocated and/or assigned, LACNIC reserves the right to revoke the IP



address space and/or autonomous system numbers not being used for the purpose allocated and/or assigned.

**6. COOPERATION.** Company agrees to provide LACNIC with all information, assistance and cooperation which LACNIC requests for its review of Company's utilization of allocated IP address space and/or assigned autonomous system numbers. Company agrees that failure to provide LACNIC with all information, assistance and cooperation may result in the revocation of the current IP address space allocated and/or autonomous system numbers assigned or may adversely impact Company's future allocation of IP address space and/or assignment of autonomous system numbers.

**7. TERMINATION.** This Agreement or any renewal Agreement maybe terminated: I) by LACNIC if Company fails to pay the renewal annual registration fee when due or is in default of any other provision of this Agreement or of any renewal Agreement. II) by Company upon written notification to LACNIC prior to any annual renewal date that Company does not wish to renew this Agreement. Company agrees that in the event this Agreement or any renewed Agreement is, for any reason, terminated, the IP address space allocated and/or the autonomous system numbers assigned by LACNIC shall be revoked by LACNIC.

**8. SEVERABILITY.** The terms and provisions of this Agreement are severable. If any term or provision is declared invalid, it shall not affect the remaining terms or provisions which shall continue to be binding.

**9. ENTIRE AGREEMENT.** Company agrees that this Agreement is the complete and exclusive Agreement between LACNIC and Company regarding the subject matter hereof and that this Agreement supersedes all prior agreements or understandings between the parties whether established by custom, practice or precedent.

**10. GOVERNING LAW.** Company agrees that this Agreement shall be governed in all respects by and construed in accordance with the laws of the Republic of Uruguay.



**11. ARBITRATION.** In case of differences, discordances or controversies between the parties, they will try to solve them by the Center for Conciliation and Arbitration of the Uruguayan Chamber of Commerce (*Centro de Conciliacion y Arbitraje de la Camara de Comercio del Uruguay*), according to the rules contained in their Conciliation Code. In case conciliation fails, these differences, discordances or controversies, will be definitely solved by arbitration. The dispositions contained in the Chamber of Commerce Arbitration Code will be observed for the designation of the arbitrators, who will be three, and for the rules of the arbitration procedure.

**12. DOMICILES AND NOTIFICATIONS.** Any notice required or permitted to be given hereunder by either party, unless otherwise specifically provided, shall be given by sending such notice properly addressed to the domicile the other party declared herein, by telegram or any valid way of communication or notification.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized representatives at the places and on the dates set forth below.

#### LACNIC

#### **COMPANY NAME**

| by:        |   |                              |
|------------|---|------------------------------|
|            | LACNIC Authorized Contracting Agent                               | Authorized Contracting Agent |
| Print Name |   |                              |
| Address    | Rambla República de México 6125<br>C.P: 11400 Montevideo, Uruguay |                              |
| Date       |   |                              |