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12/17/1999

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT

This AGREEMENT is between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia non-profit organization, and its successors and assigns, and the Applicant Company ("Company"), and its successors and assigns.

1. **INTRODUCTION.** ARIN is a regional Internet Registry serving North America, South America, the Caribbean, and sub-Saharan Africa and is responsible for the registration, administration, and conservation of Internet Protocol ("IP") address space in these geographic areas. Company wishes to apply to ARIN for registration services including an allocation of Internet Protocol ("IP") address space and/or assignment of autonomous system numbers. This Agreement shall be accepted at the offices of ARIN.

2. **TERM.** Upon acceptance by ARIN 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 ARIN 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 ARIN, unless sooner terminated in accordance with the termination provisions of this Agreement.

3. **FEES AND PAYMENTS.** Company agrees to pay a registration fee to ARIN 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 ARIN.

4. **REGISTRATION SERVICES.** Registration services provided by ARIN 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. ARIN will evaluate Company's request for IP address space and/or autonomous system numbers based on ARIN'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 ARIN's Internet Protocol address space allocation and assignment guidelines as published on ARIN'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.

5. **INTERNET PROTOCOL ADDRESS SPACE ALLOCATION AND ASSIGNMENT GUIDELINES.** Company agrees, as a condition to submitting this Agreement, and if this Agreement is accepted by ARIN, to be bound by the terms of ARIN'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 ARIN 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.

6. **REVIEW OF COMPANY'S IP ADDRESS SPACE.** Company agrees that ARIN 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

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used for the purpose allocated and/or assigned, ARIN reserves the right to revoke the IP address space and/or autonomous system numbers not being used for the purpose allocated and/or assigned.

7. COOPERATION. Company agrees to provide ARIN with all information, assistance and cooperation which ARIN 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 ARIN 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.

8. TERMINATION. This Agreement or any renewal Agreement may be terminated:

by ARIN 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.

by Company upon written notification to ARIN 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 ARIN shall be revoked by ARIN.

9. 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.

10. ENTIRE AGREEMENT. Company agrees that this Agreement is the complete and exclusive Agreement between ARIN 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.

11. GOVERNING LAW. Company agrees that this Agreement shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America. By submitting this Agreement to ARIN for approval, Company consents to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division. If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, then jurisdiction shall be in the Circuit Court of Fairfax County, Fairfax, Virginia.

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

COMPANY NAME

by:

ARIN Authorized Contracting Agent

Robert P. Stratton

Print Name

MAY 14 2001

Date

by:

Authorized Contracting Agent

Mareo Moran

Print Name

April 11, 2001

Date

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Registration Services Agreement

Page 3 of 3

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American Registry for Internet
Numbers, LTD.

by:

(ARIN Authorized Contracting Agent)

Print Name:

Date:

Company Name:

by:

(Authorized Contracting Agent)

Print Name: Marco Moran

Date: April 6, 2001

RSA Version 3
12/17/99

ARIN-20010404-1357

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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 ARIN's Internet Protocol address space allocation and assignment guidelines as published on ARIN's website. 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.

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6. REVIEW OF COMPANY'S IP ADDRESS SPACE. Company agrees that ARIN 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, ARIN reserves the right to revoke the IP address space and/or autonomous system numbers not being used for the purpose allocated and/or assigned.

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About Arin Registration Services Whois Minutes & Presentations
Routing Registry Membership Internet Coordination Library

IPv4 Services

IPv6 Services

ASN Registrations

IP/ASN Transfers

Fee Schedule and
Billing Account Forms

General Registration
Information

IP Statistics

Registration
Services Agreement

American Registry for Internet Numbers, Ltd. Registration Services Agreement

This AGREEMENT is between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia non-profit organization, and its successors and assigns, and the Applicant Company ("Company"), and its successors and assigns.

In order for this Agreement to be duly executed, it must be signed and submitted intact and complete in its current published form, and must not be modified or altered in any way. Any changes or modifications made within its text will render this Agreement null and void.

1. INTRODUCTION. ARIN is a regional Internet Registry serving North America, South America, the Caribbean, and sub-Saharan Africa and is responsible for the registration, administration, and conservation of Internet Protocol ("IP") address space in these geographic areas. Company wishes to apply to ARIN for registration services including an allocation of Internet Protocol ("IP") address space and/or assignment of autonomous system numbers. This Agreement shall be accepted at the offices of ARIN.

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The IP
Registration
Services Help
Desk is open from
7 a.m. to 7 p.m.,
Eastern Time to
assist you and may
be reached by
E-mail:
hostmaster@arin.net
Phone:
(703) 227-0660
Fax:
(703) 227-0676

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03/13/98AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
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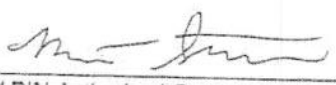
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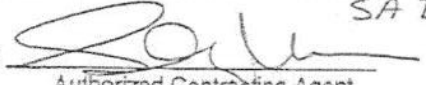
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AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

COMPANY NAME

SAND HAN INTERNACIONAL,
SA DE CV.

by: 
ARIN Authorized Contracting Agent

by: 
Authorized Contracting Agent

Robert Smet
Print Name

Stephen M. Cohen
Print Name

4-8-98
Date

3-30-98
Date

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