

ConnectAmericas Service Provider Display Conditions

The undersigned contributor ("Contributor") hereby acknowledges the Inter-American Development Bank's ("IDB") interest in displaying links (in text and/or audio-visual format) in the ConnectAmericas.com web site ("ConnectAmericas Web Site") that, upon activation, shall remit visitors to certain Contributor materials (the "Linked Materials") publicly performed or displayed in the Contributor's website (including services, events, and other information). The Linked Materials shall be (i) of use to visitors of the ConnectAmericas Web Site and (ii) displayed or performed from a server under the direction or control of Contributor.

Prior to incorporating the links in the ConnectAmericas Web Site that remit to Linked Materials, the IDB shall submit by email a description of the link's content for the Contributor's final approval. An email by Contributor agreeing with the IDB's proposal shall suffice for approval purposes.

In consideration of the opportunity to having such links displayed and/or performed on the ConnectAmericas Web Site, Contributor agrees as follows:

1. Contributor grants to IDB a royalty-free, non-exclusive worldwide right and license (a) to display or perform such Linked Materials within the ConnectAmericas Web Site by offering links to the Contributors' website, and (b) to create derivative works such as customary translation, editing, formatting, and adaptation to the publication and/or display styles adopted from time to time by IDB, applied in a reasonably consistent manner.
2. Contributor represents and warrants to IDB that Contributor owns or has irrevocable rights to such Linked Materials, in each case sufficient to permit Contributor to grant to IDB the rights set forth in this Agreement. To the extent that the Linked Materials include subject matter offering or promoting products and/or services, Contributor represents and warrants that it has all licenses and permits required by law for the offer and provision of such products and/or services. Contributor represents and warrants that the Linked Materials describe facilities and services of Contributor that are accurate and fairly represent the offerings and capabilities of Contributor.
3. To the extent that any Linked Materials include the name, likeness or signature ("Publicity Rights") of any person, living or who has lived within the preceding 75 years, Contributor hereby authorizes the use of such Publicity Rights by IDB in connection with the operation, advertising or marketing of the ConnectAmericas Web Site. Contributor further represents and warrants to IDB that Contributor has all rights to grant such Publicity Rights to IDB as provided in this Agreement.
4. In the event that Contributor chooses to prospectively revoke any grant of rights granted hereunder, Contributor may do so by fourteen days' written notice to IDB. Upon receipt of such

a notice of withdrawal or revocation, IDB shall use commercially reasonable efforts within a reasonable period of time to remove such links to the Linked Materials from the ConnectAmericas Web Site and/or disable the display or performance thereof. Nothing herein constitutes the commitment of IDB to display the links to the Linked Materials on the ConnectAmericas Web Site initially or for any period of time.

5. Contributor agrees to defend, indemnify, and hold IDB, its affiliated entities, and its and their respective officers, directors, employees and agents harmless from and against any losses, claims, liabilities, and causes of action asserted against IDB arising from any allegation that any Linked Materials or portion thereof infringes or misappropriates the intellectual property rights or Publicity Rights of any third party or otherwise violates the rights of or is unlawfully damaging to any third party.

6. Contributor agrees that no joint venture, partnership, employment, or agency relationship exists between Contributor and IDB as a result of this Agreement or the licenses granted to IDB hereunder.

7. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

8. This Agreement will be governed, interpreted and enforced in accordance with the laws of the District of Columbia, United States of America, without giving effect to the conflict of laws provisions of that jurisdiction. Any legal action arising out of this Agreement or over the contents of the ConnectAmericas Web Site shall be subject to arbitration before a tribunal in Washington, D.C. appointed by the American Arbitration Association, in accordance with the commercial rules of the American Arbitration Association then in effect. The arbitral panel shall consist of a single arbitrator and the proceedings shall be conducted in English. Any dispute not subject to arbitration shall be brought in the federal courts located in Washington, D.C.

9. No waiver by IDB of any provision of this Agreement shall be binding except as set forth in writing signed by its duly authorized representative.