

**SIDE LETTER**  
belonging to the Connection Agreement

THE UNDERSIGNED:

Amsterdam Internet Exchange B.V., a company duly incorporated under the laws of The Netherlands, having its registered office at Westeinde 12 (1017 ZN) Amsterdam, The Netherlands (hereinafter referred to as: "AMS-IX"), duly represented by its Managing Director, Job Witteman;

and

/.../, a company duly incorporated under the laws of /.../, having its registered office at /.../ (hereinafter referred to as "PARTNER"), duly represented by its /.../, /.../;

and

/.../, a company duly incorporated under the laws of /.../, having its registered office at /.../ (hereinafter referred to as "CUSTOMER"), duly represented by its /.../, /.../;

WHEREAS:

- a) pursuant to the Partnership Agreement dated /.../ between PARTNER and AMS-IX, PARTNER has been appointed by AMS-IX as a reseller of the connection through the AMS-IX infrastructure;
- b) as a result of the efforts of PARTNER in this respect AMS-IX and CUSTOMER have entered into the Connection Agreement dated /.../;
- c) Parties wish to entrust PARTNER with the execution of certain clauses under the Connection Agreement.

HAVE AGREED AS FOLLOWS:

- 1. Article 5.1 of the Connection Agreement must be understood to mean that PARTNER will invoice CUSTOMER for the costs referred to in said article and these costs will be paid by CUSTOMER to PARTNER in accordance with the payment terms as set by partner. PARTNER will pay these costs to AMS-IX after an invoice to that effect.
- 2. Article 4.3 of the Connection Agreement must be understood to mean that PARTNER, on behalf of CUSTOMER, will appoint an Administrative Contact as referred to in said article.
- 3. Article 7.4 of the Connection Agreement must be understood to mean that CUSTOMER guarantees a 24 hours per day reachability and that CUSTOMER

will provide PARTNER with the information necessary therefore (at least a phone number and e-mail address).

4. This side letter has no effect on the other provisions of the Connection Agreement.
5. This side letter will continue as long the Connection Agreement will stay in force, unless terminated earlier by one of the Parties. After giving proper notice of default, AMS-IX is entitled to terminate this side letter with immediate effect in case PARTNER is in default in the performance of its (payment) obligations under this side letter.
6. After termination of this side letter, the Connection Agreement will remain in force, in which case the original language of articles 4.3, 5 and 7.4 of the Connection Agreement shall revive. Termination of the Connection Agreement also leads to termination of this side letter.
7. In case of non-payment by CUSTOMER, PARTNER is entitled to ultimately require AMS-IX a disabling & termination procedure.
8. This side letter cannot be assigned without prior written agreement between the Parties.
9. No addition or modification to this side letter shall be valid unless made in writing.
10. This side letter shall exclusively be governed by Dutch law. Any dispute concerning the conclusion, interpretation or performance of this side letter, and any other dispute with respect to or relating to this side letter, shall be submitted exclusively to the competent courts in Amsterdam, the Netherlands.

*IN WITNESS of which the parties have caused this Agreement to be executed in triplo by their duly authorised representatives at .....(place) ,  
..... (date).*

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AMS-IX B.V.

PARTNER

CUSTOMER

Mr. J.P. Witteman

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