

# AMS-IX CONNECTION AGREEMENT

*Relating to a connection to the Amsterdam Internet Exchange  
(AMS-IX) between*

*[Organization Name]*

*and*

Amsterdam Internet Exchange B.V.

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**AGREEMENT NO.: A2009/[Contract Number]**

**Dated:** May 28, 2009

**THE UNDERSIGNED PARTIES,**

***[Organization Name]***

established in [VA City], [VA Country],  
duly represented in this matter by [CCP name]

Function: [CCP function]

hereinafter called: CUSTOMER,

and

Amsterdam Internet Exchange B.V.,

established in Amsterdam, the Netherlands,  
duly represented in this matter by Mr. J.P. Witteman,  
Chief Executive Officer,

hereinafter called: the AMS-IX B.V.,

**HAVE AGREED AS FOLLOWS:**

# AMS-IX CONNECTION AGREEMENT

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## Article 1. DEFINITIONS

For the purpose of this agreement the following terms shall have the following meanings:

- a. AMS-IX Infrastructure: the Amsterdam Internet Exchange Infrastructure, which is a metro network in Amsterdam, which facilitates peering and IP traffic exchange between its customers.
- b. Connection: the physical connection of the router of CUSTOMER (directly or via a third party network) to the AMS-IX Infrastructure
- c. Co-location: any physical location in which the AMS-IX Infrastructure is present
- d. AMS-IX Company: any party either AMS-IX B.V. itself or a third party appointed by AMS-IX B.V. to act on its behalf which performs activities related to the coordination, administration or operation of the AMS-IX Infrastructure
- e. AMS-IX IP-address: one or more IP-addresses, received by CUSTOMER for its own router per port CUSTOMER has applied for, out of a dedicated address range reserved for the AMS-IX Infrastructure
- f. Association: The Vereniging Amsterdam Internet Exchange, an Association according to Dutch law which must have accepted CUSTOMER's application for membership prior to the signing of this Connection Agreement
- g. Articles of Association: the articles of the AMS-IX Association of which the Dutch text is official and binding and of which an unofficial English translation is provided as an annex to this agreement just for the convenience of CUSTOMER.
- h. General Meeting: The general meeting of the members of the Association
- i. Assignment Date: the date when AMS-IX Company communicates the connection details to CUSTOMER.
- j. Production Date: the date AMS-IX Company defines the connection in production in consultation with CUSTOMER.

## Article 2. AMENDMENTS, APPENDICES

- 2.1 Amendments or supplements to this agreement are valid only if agreed in writing.
- 2.2 The appendices referred to in this agreement form an integral part of this agreement.

## Article 3. OBJECT

- 3.1 AMS-IX Company will make available to CUSTOMER and maintain the Connection, and CUSTOMER agrees to pay the price therefore, under the terms of this agreement. The obligations and responsibilities of the AMS-IX Company with regard to the Connection under this agreement will not apply beyond the Service Demarcation point or patch at the Co-location as referred to in article 7.4.
- 3.2 CUSTOMER is responsible for arranging co-location facilities for routing equipment. In case of remote connection using a third party network the CUSTOMER is responsible for arranging the local cross-connect between the third party network and the AMS-IX Infrastructure.
- 3.3 Peering is not covered by this agreement. The CUSTOMER is responsible for the conclusion and implementation of peering arrangements with other customers of the AMS-IX Company.

## Article 4. ORGANIZATIONAL SET-UP

- 4.1 CUSTOMER will appoint a Contractual Contact Person (CCP) in order to represent CUSTOMER and to vote on its behalf in the General Meeting (Org Meeting) of the Association. The CCP may be represented by another employee of CUSTOMER who is duly authorized to do so.
- 4.2 CUSTOMER will appoint a Technical Contact Person (TCP) in order to represent CUSTOMER in the Technical Meeting of the Association and who will function as contact person with respect to all technical matters relating to the Connection.

**4.3** CUSTOMER will appoint a Network Operations Contact (NOC) with respect to operational and emergency matters relating to the Connection. CUSTOMER guarantees that the NOC can be reached 24 hours per day, 7 days per week through one point of contact.

**4.4** CUSTOMER will appoint an Administrative Contact Person (ACP) who will function as contact person with respect to all administrative and financial matters relating to the Connection.

## **RATES AND PAYMENT**

**5.1** CUSTOMER agrees to pay the price for the Connection as specified in Appendix II (including additional future order-forms) in Euros. The price shall be periodically invoiced to CUSTOMER and shall be due on the Production Date, with a maximum of 30 days after assignment. Invoices shall be sent in the first month of the period concerned in accordance with Appendix I.

**5.2** Payment must be made within 30 days of the invoice date.

**5.3** The AMS-IX Company shall periodically re-assess and re-establish the price of the Connection in accordance with the Long Term Commercial Strategy as established and adapted from time-to-time by the General Meeting.

**5.4** Price changes shall be made public at least 3 months prior to a change.

**5.5** If the Association or the AMS-IX Company renders any additional services to CUSTOMER, CUSTOMER agrees to pay such additional services separately.

## **TERM AND TERMINATION**

**6.1** This Connection Agreement shall come into force on the date of its signing by both parties and shall remain in force until its termination in accordance with this article 6.

**6.2** This agreement can be terminated at any time by any of the parties by means of a written notice by a registered contact (article 4.1 or 4.4) to the other party. The termination is effective as of the end of the calendar quarter in which the other party received the said written notice. However, if:

- a) CUSTOMERS' membership of the Association has ended in accordance with the Articles of Association or
- b) in case of a negative decision of the Executive Board of the AMS-IX Association on CUSTOMERS' application for membership of the AMS-IX Association:  
termination will be effective immediately upon receipt of the said written notice.

**6.3** Each of the parties is at any time entitled to terminate this agreement by means of a written notice to the other party:

- if the other party, after an appropriate written default notice and the lapse of a reasonable term for remedy, is in breach with one or more of its obligations under this agreement; the party whose breach caused such termination is liable towards the other party for damages, suffered by such party as a result of such breach and termination, within the limits however of article 8;
- If the other party is dissolved ("ontbonden"), is declared bankrupt or applies for a general suspension of payments ("surséance van betaling").

**6.4** Any termination is effective only for the future and entails no obligation for the parties to return or refund any benefits received until the moment of termination. Upon termination of this agreement AMS-IX Company will immediately terminate the availability for CUSTOMER of the AMS-IX IP-address(es) CUSTOMER was assigned under this agreement.

## **USE AND LIMITATIONS**

**7.1** CUSTOMER is entitled to use the Connection for its normal business purposes. CUSTOMER's rights under this agreement are non-exclusive. CUSTOMER is not entitled to assign and/or sublicense any of its rights under this agreement to any third party without prior written consent of AMS-IX Company.

- 7.2** AMS-IX Company is not obliged to make or continue the Connection if:
- a valid Connection Agreement does not exist between the parties;
  - CUSTOMER is not yet or no longer a member of the Association;
  - CUSTOMER does not have at its disposal an Autonomous System Number (ASN) assigned by an official assigning Authority.
- 7.3** CUSTOMER agrees to exchange traffic through the AMS-IX Infrastructure only when there is a bilateral agreement to exchange traffic between CUSTOMER and each of the other CUSTOMERS with whom traffic is exchanged.
- 7.4** AMS-IX Company shall provide all reasonable care, skill and diligence to ensure that the Connection functions in accordance with the operational and functional specifications in the Service Description as established and adapted from time-to-time by AMS-IX Company.
- 7.5** CUSTOMER is solely responsible that its use of the Connection does not cause or is likely to cause any damage, or is in any other way harmful, to the AMS-IX Infrastructure, to AMS-IX Company or to the normal operation, availability or functionality of the Connection and/or the Co-location or to the traffic exchanged.
- 7.6** CUSTOMER agrees to implement any reasonable measures that AMS-IX Company may propose to prevent or repair such damage or harm.
- 7.7** AMS-IX COMPANY is entitled to (a) suspend or (b) discontinue the Connection, in whole or in part, and/or (c) to require that certain conditions be met before continuation thereof, if:
- CUSTOMER is infringing article 7.5 or 7.6 and CUSTOMER has not, after a written warning from the AMS-IX Company, implemented adequate measures to prevent or repair such infringement;
  - such is necessary for AMS-IX Company to comply with a statutory obligation or a judicial decision;
  - such is necessary in the view of AMS-IX Company for the operation of the AMS-IX infrastructure, in accordance with article 7.5
  - AMS-IX Company has received a claim as referred to in article 7.8, or
  - CUSTOMER is in breach of one or more of its essential obligations under this agreement.
- 7.8** CUSTOMER will safeguard the Association and AMS-IX Company and hold them harmless from any and all damage they might suffer as a result of a claim of a third party that information, exchanged on the AMS-IX Infrastructure through the Connection of CUSTOMER, would be violating Dutch or foreign statutory rules, rules of public order or decency or rights of third parties.

## **LIABILITY**

- 8.1** Parties will not be liable towards one another for compensation of indirect or consequential damage, including lost profits and damage consisting of or resulting from loss of data or information.
- 8.2** Any liability of AMS-IX Company towards CUSTOMER for compensation of damages resulting from AMS-IX Company performance or non-performance of this agreement is at all times limited to the total amount of fees paid by CUSTOMER to AMS-IX Company under this agreement over the 12 months, preceding the event (or, in case of a series of events: the occurrence of the first events of such a series) that caused such damages.
- 8.3** Any liability of CUSTOMER towards AMS-IX Company for compensation of material damage to the physical components belonging to the Connection resulting from CUSTOMER performance or non-performance of this agreement, is limited to the total amount of fees paid by CUSTOMER to AMS-IX Company under this agreement over the 12 months, preceding the event (or, in case of a series of events: the occurrence of the first events of such a series) that caused such damages.
- 8.4** The amounts mentioned in clauses 8.2 and 8.3 do not apply to damage that is caused by gross negligence or by harmful or criminal intent.

## **CONFIDENTIALITY**

**9.1** AMS-IX Company shall treat as confidential all information classified as such by CUSTOMER of which it has learned by virtue of the performance of activities under this agreement.

**9.2** CUSTOMER shall treat as confidential all information classified as such by AMS-IX Company of which it has learned by virtue of the performance of activities under this agreement.

**9.3** Parties undertake to include in contracts with third parties the obligation to take such measures to maintain confidentiality with respect to confidential information in the above-mentioned sense of the other party.

## **GOVERNING LAW, DISPUTES**

**10.1** This agreement shall be governed by Dutch Law.

**10.2** Any dispute concerning the conclusion, interpretation or performance of this agreement, and any other dispute with respect to or relating to the agreement, shall be submitted exclusively to the competent court of law in Amsterdam, the Netherlands.

**10.3** The English text of this agreement is official and legally binding, any translation of this agreement is solely for the convenience of CUSTOMER.

## Signature Page

### Belonging to Connection Agreement: A2009/[Contract Number]

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives in duplicate

At [VA City], [VA Country], .....on.....

at Amsterdam, the Netherlands on.....

.....

.....

**Name Company : [Organization Name]**  
**Signed by : [CCP name]**  
**Function : [CCP function]**

**Amsterdam Internet Exchange B.V.**  
**Signed by : Mr. J.P. Witteman**  
**Function : Chief Executive Officer**

## APPENDIX I TO AGREEMENT NO: A2000/[Contract Number]

May 28, 2009

### ADDRESS AND INVOICE INFORMATION

1	Name and address	Amsterdam Internet Exchange B.V. Westeinde 12 1017 ZN Amsterdam The Netherlands
2 a.	Name and address CUSTOMER	[Organization Name] [Visiting Address 1] [Visiting Address 2] [VA City] [VA Postal Code] [VA Country]
b.	Invoice name and address CUSTOMER	[Invoice Organization] [Invoice Address 1] [Invoice Address 2] [Invoice City] [Invoice Postal (ZIP) Code] [Invoice Country]
3	Housing Site	[Housing Site] Housing Street Housing Postal Code / City Housing Country
4	Contact persons	
	Contractual Contact (CCP):	[CCP name]
	Technical Contact (TCP):	[TCP name]
	Administrative Contact (ACP):	[ACP name]
5	Invoice information	
a	Ascription	see 2a.
b	Invoice address	see 2b.
c	Invoice references	<b>[Invoice reference]</b>
d	Submission	Single copy
6	Invoice period	Quarterly   Annually
7	Due date	February 1, May 1, August 1, November 1 The expiry date for the first payment is fixed at 30 calendar days after the date on which connection took place.

Initials CUSTOMER:

Initials AMS-IX BV:

## APPENDIX II TO AGREEMENT NO:A2009/[Contract Number]

May 28, 2009

[Organization Name]

The amounts mentioned in this Appendix are due per month in EURO and are exclusive of applicable VAT.

### SERVICES AND RATES:

Type of connection:

Costs:

Connection to the switched Ethernet infrastructure<sup>(1)</sup> €  
(1 Gigabit Ethernet/ 10 Gigabit Ethernet), consisting of:

- one IPv4 AMS-IX IP-address out of the prefix that is in use on the AMS-IX Infrastructure;
- one IPv6 AMS-IX IP-address out of the prefix that is in use on the AMS-IX Infrastructure
- the associated PTR RR in the Primary DNS for the In-addr.arpa mapping of the prefixes that are in use on the AMS-IX Infrastructure.

#### Or via APP

Connected via AMS-IX Partner Program Agreement PA2004/ [AMS-IX partner number] of Partner [AMS-IX partner name],

Connection (1Gigabit Ethernet/ 10 Gigabit Ethernet) (Article Number) to the switched ethernet infrastructure (1) used on the [Connection VLAN] VLAN, (2)

consisting of:

- one AMS-IX IP-address out of the prefix that is in use on the AMS-IX Infrastructure;
- one PTR RR in the Primary DNS for the In-addr.arpa mapping of the prefix that is in use on the AMS-IX Infrastructure.

- (1) CUSTOMER is responsible for contacting the co-location provider or carrier for the necessary cabling between the router or layer1/2 demarcation and the AMS-IX switch panel.
- (2) invoices for this connection will be send via AMS-IX Partner (PA2004/[AMS-IX partner number]).

Initials CUSTOMER:

Initials AMS-IX BV: