

1. DEFINITIONS and GENERAL PRINCIPLES

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

- 1.1. **SwissIX Association:** The association 'Verein SWISSIX INTERNET EXCHANGE', having its registered office in Glattbrugg, Switzerland.
- 1.2. **SwissIX:** The SwissIX Internet Exchange, which is a neutral Internet Exchange Service offered to the participants by the SwissIX Association.
- 1.3. **SwissIX Site:** Physical location on which SwissIX Infrastructure is present.
- 1.4. **SwissIX Infrastructure:** The Swiss Internet Exchange Infrastructure. It is based on a layer2 shared medium in Switzerland, which facilitates the exchange between connected participants.
- 1.5. **SwissIX Connection Agreement:** The agreement between a Customer and the SwissIX Association, providing for Customer's connection to the SwissIX Infrastructure.
- 1.6. **SwissIX IP-address:** IP-address, received by participant for his own equipment out of a dedicated address range reserved for SwissIX.
- 1.7. **Participant:** The party who has obtained connection to the SwissIX Infrastructure through a SwissIX Connection Agreement.
- 1.8. **Connection:** The physical connection of a participant to the SwissIX Infrastructure.

2. PREREQUISITES FOR THE CONNECTION

- 2.1. No formal membership of the SwissIX Association is required to connect to the SwissIX, however only members may vote at the yearly general meeting.
- 2.2. International Connectivity: SwissIX members are required to have their own global Internet connectivity.
- 2.3. Autonomous System Number: SwissIX members are required to have their own AS number and IP-Range, assigned by a regional Internet registry.
- 2.4. Router co-location is not required. SwissIX accepts remote participants connecting via Layer-2 (e.g. MPLS Service).

3. SERVICES PROVIDED BY THE SWISSIX ASSOCIATION

- 3.1. Proper function of the SwissIX core equipment is continually monitored, aiming at seamless operation.
- 3.2. The SwissIX provides and maintains a web page (<http://www.swissix.ch/>) with links to the individual members' homepage. Peering status (voluntary), operational status, summary statistics and other information is also made public through this web page.
- 3.3. The SwissIX provides and maintains a closed mailing list for operational information, where all participants must subscribe with a suitable role mailbox (NOC).

4. ROUTER HOUSING / CO-LOCATION

- 4.1. SwissIX does not offer co-location space. Any required housing rack space must be obtained from the respective co-location supplier.

5. RESPONSIBILITIES OF THE PARTICIPANT

- 5.1. Subject to article 4, participant is responsible for arranging and contracting housing facilities at a SwissIX Site.
- 5.2. Peering with other connected participants is not covered by this agreement. The participant is responsible for the conclusion of bilateral peering arrangements.
- 5.3. All routing prefixes, which are announced to any peer on the SwissIX Infrastructure, must be registered with the appropriate origin AS in the internet routing registry (IRR). All official RIRs (like RIPE, ARIN, APNIC) or RADB are accepted.
- 5.4. Participant must appoint a contractual contact person in order to represent participant in contractual and legal matters (RFC2622 CONTACT-C).
- 5.5. Participant must appoint a technical contact person in order to represent participant in technical matters (RFC2622 TECH-C).
- 5.6. Participant must appoint an administrative contact person acting as contact person with respect to all administrative and financial matters relating to the Connection (RFC2622 ADMIN-C).
- 5.7. Participant agrees to immediately communicate all organisational, operational and technical changes and issues which are relevant for this agreement by e-mail to noc@swissix.ch
- 5.8. Participant agrees to strictly follow the technical requirements described in the appendices of this document.

6. USE and LIMITATIONS

- 6.1. Participant is entitled to use the connection for peering purposes only. This licence is exclusive and non-transferable. Participant is neither entitled to assign and/or sublicense any of its rights under this agreement to any third party without previous written consent of SwissIX Association.
- 6.2. Participant agrees to exchange traffic with a third party through SwissIX only if it has entered into a bilateral agreement with this third party. The required routing protocol for all SwissIX peering relations is BGP4. Internal routing protocols are not allowed.
- 6.3. Participant is solely responsible that his use of the connection does not cause - or is likely to cause - any damage, or is in any other way harmful, to the SwissIX infrastructure or to the normal operation, availability or functionality of SwissIX or to the traffic exchanged thereon. The participant agrees to implement any reasonable measures that SwissIX may propose to prevent or repair such damage or harm. The participant must observe any relevant Best Current Practices (BCPs), which are published by the SwissIX i.e. appendices, on its web page or the operations mailing list. The participant agrees to continuously survey the connection quality. To ensure the best quality the link must not be oversubscribed

and port upgrades should be planned ahead.

- 6.4. The SwissIX Association 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 of the Connection:

if participant does not comply with Article 6.3 and has not heeded a written warning by e-mail from the SwissIX operations staff and implemented adequate measures to prevent or repair such breach of contract;

or

if SwissIX needs to comply with a judicial decision;

or

if it should be necessary for SwissIX to install or maintain hardware, software or other infrastructure used. Prior to such action the participants will receive ample notification;

or

if participant is in breach of one or more of its essential obligations to this agreement.

7. RATES and PAYMENT

- 7.1. Participant must pay all costs for the Connection as published by SwissIX Association at www.SwissIX.ch and is to assume all bank charges. Monthly costs must be periodically invoiced to participant and are due as from the month of connection.
- 7.2. All Payment must be made within 30 days upon receipt of the invoice.

8. SUSPENSION and TERMINATION

- 8.1. This Connection Agreement is valid as soon as the connection for the participant is established and remains in force until a new version of this connection agreement is issued or the participant leaves SwissIX.
- 8.2. SwissIX reserves the right improve this Agreement -including but not limited to rates, payment and appendices. The participant will be notified of any changes with at least 30 days notice before coming into effect unless the participant object in writing within the same period.

9. CONFIDENTIALITY

- 9.1. Participants, as well as the SwissIX Association, have a duty of confidentiality to the other SwissIX participants in SwissIX affairs. Any information, not already in the public domain, passed between SwissIX and/or its participants must be kept confidential and must not be passed or revealed to any third party, without the prior written consent of the party to which it relates.

10. INSURANCE and LIABILITY

- 10.1. Neither the participants nor the SwissIX Association are liable towards any other party for any indirect or consequential damage, including but not limited to any loss of profits, business, revenue and damage consisting of or resulting from any loss of data or information.
- 10.2. Any liability of the SwissIX Association towards participants for any direct or

indirect damages arising out of or in connection with the SwissIX performance or non-performance of this Agreement is at all times limited to the total amount of fees paid by the participants.

11. GOVERNING LAW, PLACE OF JURISDICTION

11.1. The governing law of this agreement is that of Switzerland, and the jurisdiction recognised is that of the Swiss court in Zürich.