

Connection Agreement for DIX

i2
DTU, Building 305
2800 Lyngby
VAT-no. DK-30060946
(henceforth called **i2**)

and

[Company]
[Address]
[Address]
[Address]
VAT-no. [XX-9999999]
(henceforth called **the Participant**)

hereby enter into this agreement on cooperation regarding connection to the Danish Internet eXchange (henceforth called **DIX**), which is operated by **i2**.

1. Objective of this Agreement

The general purpose of the peering point is to promote the use of data communications and to provide a framework for cooperation that will allow the users of the participating networks to communicate with each other in the easiest way possible. The cooperation will, by implication, follow the prevailing standards and practices of the worldwide IP-network, the Internet, which each of the participating networks are a part of.

2. Connecting the Participant to the DIX

2.1 General provisions

The Participant establishes a network connection to one or more of the locations where the **DIX** is present. If this requires power, hosting or other services at these locations, this is not included in the present agreement and must be purchased separately. The DIX locations are described on the web page of the **DIX**, www.dix.dk.

The Participant may order one or more connections to the neutral **DIX** backbone network. Choice and configuration of terminal equipment must be made in consultation with **i2**. The following principles apply to the **DIX** backbone network:

- a) The connections must be implemented such that each network operator is able to control its internal traffic. Consequently, traffic internal to the network of **the Participant**, must not pass the **DIX** backbone network.
- b) Operators joining the neutral **DIX** backbone network are free to set up bilateral network connections independently of the **DIX**.
- c) Routing must be structured such that a network is always identified as being the same AS as 'source as' even when it involves more than one peering point.
- d) The connection is implemented by way of a BGP protocol. Currently BGP4 is being used.
- e) Each operator is free to determine its policy towards each of the other network operators connected to the DIX.
- f) IGP-protocols (RIP, IGRP, ISIS, OSPF, etc.) must not be used or transmitted on the neutral **DIX** backbone network.

The Participant will pay all costs related to connecting the network of **the Participant** to the **DIX**.

i2 will cooperate with **the Participant** to facilitate these connections and ensure the operation of the infrastructure of the **DIX** neutral network. All other services from **i2** are not part of this agreement and must be agreed upon separately.

2.2 Exclusion and disruption

i2 is entitled to collect statistical data about the traffic on the **DIX** neutral backbone as well as occasional logging in order to ensure the operation and development of the **DIX** and the adherence to the above mentioned principles a-f.

Based on statistics, occasional logging and the operational judgment of **i2**, **i2** may disrupt one or more of the connections of **the Participant** to the **DIX** in order to ensure the operational quality and stability of the **DIX** service. Examples of situations where this could happen are:

- if **the Participant** does not adhere to the above principles a-f
- if traffic originating from **the Participant** has suddenly changed in volume or in the type of traffic to such an extent that this constitutes an operational problem for the DIX neutral backbone or for a multitude of other connected participants
- if **the Participant** or users of **the Participant's** network deliberately misuse the connection in any other way

In the event that **i2** wants to disconnect or block one or more connections, **i2** should make an effort to contact **the Participant** before such a disruption is effectuated. However, in situations of extreme urgency, **i2** may disrupt traffic immediately and must then make a reasonable effort to contact **the Participant** immediately thereafter.

2.3 Security

i2 will use its best efforts to secure the **DIX** infrastructure from unauthorized access, transmission or use. **i2** will work with **Participant** in good faith to address security issues and develop appropriate security procedures, which may be updated from time-to-time. Subject to **i2**'s rights set forth above in Section 2.2, **i2** acknowledges, covenants and agrees that the **DIX** infrastructure will not be utilized by **i2** or any third party to access or use any data, traffic or content of a member transmitted through the **DIX** infrastructure. **Participant** will have access to the **DIX** point-of-presence in accordance with **i2**'s standard procedure for purposes of removing and installing participant equipment, and for the purpose of auditing security measures and **i2**'s compliance with the terms of this Agreement.

3. International connections

This Agreement confers no rights upon either party to use the other party's international connections.

4. Rights

All parties undertake to observe any and all rights owned by equipment and software suppliers servicing any other party connected to the DIX.

5. Liability

No party to this agreement can be held liable for indirect or consequential damage.

6. Updating of equipment

The parties are entitled to install new versions of equipment and software. If this causes disruption of service, the other party should be informed.

7. Other provisions

7.1 Transfer

No party to this agreement may transfer its part of this agreement to any third party without the approval of the other party. **The Participant** may, however, transfer its part of this agreement to an affiliate, sub-supplier or a service provider upon giving notice to **i2** of such transfer.

7.2 Legal disputes

Any dispute and controversy arising out of or in connection with this agreement shall be referred to arbitration according to Danish law.

7.3 Breach

In case of breach of the agreement on the part of **the Participant** as stipulated in section 2.2, by omission of payment, in connection with bankruptcy or the like, or by violation of other stipulations in this agreement, **i2** reserves the right to disconnect **the Participant** from the DIX, and to cancel the agreement with immediate effect or by the end of the current half year.

7.4 Assignment of the agreement

This agreement or part of the agreement must not be assigned to third party without prior written consent by **i2**.

Assignment can only take place at the beginning of the first or second half year and only by request from the customer as well as the third party in writing.

Final assignment can only apply if all payments regarding this agreement have taken place and the third party has signed a new agreement.

Assignment cannot take place on a prior date.

Assignment of any equipment does not involve **i2** at any point.

7.5 Confidentiality

Each of the **Participant** and **i2**, as well as their respective staff, sub-contractors and the like shall keep secret all matters pertaining to the other party or other parties, including all matters which they learn about in connection with fulfillment of this agreement; provided that for the staff of **i2**, the rules and regulations of government administration apply.

Neither **i2** nor **Participant** will issue a press release or other publicity related to this agreement or to the relationship between **i2** and **Participant** except as agreed in writing.

7.6 Exclusion of liability and disputes

i2 excludes any liability regarding errors and defects, except in case of gross negligence on the part of **i2** that can be documented.

No party to this agreement can be held liable for indirect or consequential damage.

Except for each party's liability arising out of its payment and confidentiality obligations and to the fullest extent permissible by Danish law, liability for all claims arising hereunder, whether in contract, tort, negligence or otherwise, shall not exceed the amount of 50.000,00 EUR.

None of the exclusions and limitations in this section shall apply in respect of (I) liability in negligence causing personal injury or death; (II) liability for fraud, fraudulent misrepresentation or willful misconduct; or (III) any other liability which cannot by law be excluded or limited (as appropriate).

7.7 Force Majeure

Neither **i2** nor **the Participant** shall be liable to the other party in so far as the liability is the result of conditions beyond the control of the party in question, and which the party in question should not reasonably have considered, avoided or overcome. Force majeure can be, but is not limited to, strike, natural disaster, war, rebellion, fire, explosion, blockade or lockout.

Force majeure with regard to delay can only apply with the number of working days that the force majeure situation lasts. In case a time limit for **i2** is postponed due to force majeure, the pertaining payments are postponed accordingly.

Force majeure can only be invoked when the party in question has given written notice to the other party, at the latest 10 working days after the force majeure has come to his notice.

The party, who is not affected by the force majeure situation, may cancel the agreement regarding the part of the agreement that has not been fulfilled, if the time of delivery exceeds 60 working days due to force majeure.

8. Duration of this Agreement

This Agreement shall take effect as from the date of signature and remain in force until the end of the calendar year, after which it is extended automatically for the next calendar year unless terminated by either party giving three months' notice in writing prior to the end of the year.

9. Agreed delivery & pricing

The prices for each year are published on the website of the **DIX**, www.dix.dk, at the beginning of the year. If these prices are not acceptable for the **Participant**, he may choose to give a notice of termination of the contract before 1st of April that year, in which case, he may continue to be connected until 1st of July and only pay the same fees as the previous half year.

At the beginning of this agreement, the following services are provided to **the Participant**:

Membership fee:	DKK	[XX.000] for the current year
	DKK	22.000 for the next year (*)
[XX] ports of 1 Gbit/s at DIX [location]:	DKK	[XX.000] for the current year
	DKK	18.000 for the next year (*)
[XX] ports of 10Gbit/s at DIX [location]:	DKK	[XX.000] for the current year
	DKK	38.000 for the next year (*)
Total:	DKK	[XX.000] for the current year
	DKK	[XX.000] for the next year (*)

(*) Price is subject to change.

All prices are exclusive of VAT. Invoicing takes place two times a year.

Notice: Bouncing invoices back to **i2** due to missing PO-numbers, order references or the like, will not be accepted, and the DIX connection may consequently be closed, if payment is not received in due time.

10. Connection locations

Connection to the DIX is available at:

i2, Lyngby
DTU building 304
2800 Lyngby, Denmark

InterXion, Ballerup
Industriparken 20A
2750 Ballerup, Denmark

Nianet, Skanderborg
Niels Bohrs Vej 35,
Stilling 8660, Denmark

Global Connect, Taastrup
Hørskædden 3,
2630 Taastrup, Denmark

11. Contact persons

i2 administrative contacts are:

Martin Bech (primary)

i2

DTU bldg. 305
DK-2800 Lyngby
Denmark

Tel: +45 35 888 200

Email: Martin.Bech@i2.dk

Jan Ferré (secondary)

i2

DTU bldg. 304
DK-2800 Lyngby
Denmark

Tel: +45 35 888 200

Email: netdrift@deic.dk

i2 technical contacts are: **i2** netdrift DIX@i2.dk, +45 35 888 222

12. Contact information for the participant

DIX connection for [Company].

AS[XXXXXX] at [location].

The Participant's administrative contacts to be included on the administrative contacts list and dix-adm mailing list are:

[Name, Address, email, telephone]

The Participant's technical contacts to be included on the technical contacts list and dix-tech mailing list are:

[Name of NOC, and contact info]

The Participant's financial contacts (if different from the administrative contacts) are:

[Name, Address, email, telephone]

13. Signatures

This Connection Agreement for DIX shall commence on [XX-XX-20XX].

For and on the behalf of **i2**:

Place: _____ Date: _____

Signature: _____

Printed name: _____

Position: _____

For and on the behalf of **the Participant**:

Place: _____ Date: _____

Signature: _____

Printed name: _____

Position: _____