

**Please fax to: +31 (0) 70 – 392 22 16**

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**Connection agreement number: NL-ix/.....**

**Parties:**

.....

Established at.....

Duly represented by .....

[Name responsible person]

.....

[Function]  
(at least Senior Manager)

Hereinafter called: Internet Service Provider (ISP)

and

The Netherlands Internet Exchange  
Established at Den Haag, the Netherlands  
Duly represented in this matter by Mischa van Rossum  
Managing director  
Hereinafter called: NL-ix

have agreed, under the laws of The Netherlands, as follows:

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## Article 1. DEFINITIONS

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

**NL-ix Infrastructure:** the NL-ix Infrastructure, which is a layer 2 shared medium at the NL-ix locations, which facilitates the peering and pay-load exchange between Internet Service Providers (ISP's).

**The router:** the device of the ISP that is needed to establish a connection with the NL-ix infrastructure.

**The Connection:** the physical connection to the NL-ix infrastructure (cable to the ISP equipment not included).

**Peering:** the advertising of routes via BGP4.

**Autonomous System Number (ASN):** a globally unique interdomain routing identifier, assigned by a Regional Internet Registry.

**Regional Internet Registry (RIR):** organizations providing allocation and registration services for a specific region, under authority of IANA, which jointly support the operation of the Internet globally. In Europe this is done by RIPE NCC, in the USA by ARIN;

**Housing Site:** any physical location in which the NL-ix Infrastructure is present, i.e. where the router of ISP is located.

**The NL-ix Operator:** any party either NL-ix itself or a third party appointed by NL-ix to act on its behalf, which performs and/or co-ordinates all services, administration or other activities pertaining to the operation of the NL-ix infrastructure.

**NL-ix IP-address:** one IP-address, received by the ISP for its own router per port ISP has applied for, out of a dedicated address range reserved for the NL-ix Infrastructure.

## Article 2. AMENDMENTS, ORDER FORM

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

## Article 3. OBJECT

- 3.1 NL-ix will provide and maintain the Connection for ISP under the terms of this agreement.
- 3.2 ISP is responsible for arranging housing facilities. Housing can only be situated at those locations where the NL-ix Infrastructure is physically present.
- 3.3 Peering is not covered by this agreement. The ISP is responsible for the conclusion of peering arrangements.

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#### Article 4. ORGANIZATIONAL SET-UP

- 4.1 ISP will appoint an administrative contact person (mentioned in the Order Form point 3.) who will function as contact person with respect to all administrative and financial matters relating to the Connection.
- 4.2 ISP will appoint an implementation contact person (mentioned in the Order Form point 10.) who will function as contact person with respect to all implementation matters relating to the Connection

#### Article 5. RATES AND PAYMENT

- 5.1 ISP agrees to pay the costs for the Connection as specified in the Order Form in Euros. Costs shall be invoiced quarterly to ISP and shall be due as from the date of reservation. Invoices shall be sent 14 days before the beginning of the period.
- 5.2 Payment must be made within 14 days of receipt of the invoice.
- 5.3 NL-ix is allowed to annually re-assess the costs of the Connection and shall be entitled to change the costs due for any following year.
- 5.4 If the NL-ix Operator or NL-ix renders any additional services to ISP, ISP agrees to pay such additional services.

#### Article 6. 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 of the order form. Orders under this Agreement shall come into force on the date the service is delivered and shall remain in force until its termination in accordance with this article 6.
- 6.2 After the contract duration, mentioned in the order form under point 6, orders under this agreement can be terminated at any time by any of the parties by means of a written notice to the other party; in that case this agreement is terminated at the end of the calendar quarter, following on the calendar quarter in which the said written notice was sent.
- 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 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;
  - 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 ISP will immediately return to the NL-ix Operator the NL-ix IP-address(es) it had acquired under this agreement.

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## Article 7. USE AND LIMITATIONS

- 7.1 ISP is entitled to use the Connection for its normal business purposes. This license is non-exclusive and non-transferable. ISP is not entitled to assign and/or sublicense any of its rights under this agreement to any third party without previous written consent of NL-ix.
- 7.2 NL-ix is not obliged to make or continue the Connection if:
- a valid Connection Agreement does not exist between the parties;
  - ISP does not have at its disposal its own Autonomous System Number (ASN).
- 7.3 ISP agrees to exchange traffic through the NL-ix Infrastructure only where there is a bilateral agreement to exchange traffic between ISP and the party with whom traffic is exchanged.
- 7.4 ISP guarantees 24 hours per day reach ability and to provide NL-ix with the information necessary therefore (at least a phone number and e-mail address).
- 7.5 The NL-ix shall provide all reasonable care to ensure that the Connection functions in accordance with the operational and functional specifications as agreed between the parties.
- 7.6 ISP 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 NL-ix Infrastructure to NL-ix or to the normal operation, availability or functionality of the Connection and/or the Housing Site or to the traffic exchanged. ISP agrees to implement any reasonable measures that NL-ix or the NL-ix Operator may propose to prevent or repair such damage or harm.
- 7.7 NL-ix 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:
- ISP is infringing article 7.6 and ISP has not, after a written warning from NL-ix, implemented adequate measures to prevent or repair such infringement;
  - Such is necessary for NL-ix to comply with a statutory obligation or a judicial decision;
  - Such is necessary in the view of NL-ix for installation or maintenance of hardware, software or infrastructure that is used or otherwise relevant for the NL-ix Infrastructure;
  - NL-ix has received a claim as referred to in article 7.8, or
  - ISP is in breach of one or more of its essential obligations under this agreement.
- 7.8 ISP will safeguard the NL-ix and the NL-ix Operator 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 NL-ix Infrastructure through the Connection of ISP, would be violating Dutch or foreign statutory rules, rules of public order or decency or rights of third parties.

## Article 8. LIABILITY

- 8.1 None of the parties nor the NL-ix operator will be liable towards any other party 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 NL-ix and the NL-ix operator towards ISP for compensation of damages resulting from NL-ix or the NL-ix Operator's performance or non-performance of this agreement is at all times limited to the total amount of fees paid by ISP to NL-ix under this agreement over the 12 months, preceding the event that caused such damages.
- 8.3 Any liability of ISP towards NL-ix for compensation of material damage to the physical components belonging to the Connection resulting from ISP's performance or non-performance of this agreement is limited to an amount of 500.000 EURO.

**Article 9. CONFIDENTIALITY**

- 9.1 Both NL-ix and the NL-ix Operator shall treat as confidential all information classified as such by ISP of which it has learned by virtue of the performance of activities under this agreement.
- 9.2 ISP shall treat as confidential all information classified as such by NL-ix or the NL-ix Operator 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.

**Article 10. GOVERNING LAW, DISPUTES**

- 10.1 Dutch Law shall govern this agreement.
- 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.

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

Place .....	Den Haag
Country .....	The Netherlands
date .....	.....

.....

Name Company .....	NL-ix
Signed by.....	Signed by Jan Hoogenboom / Mischa van Rossum
Function .....	Function: Managing Director