

SwissIX Internet Exchange
Connection Agreement

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(1) DEFINITIONS and GENERAL PRINCIPLES

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

- (1.1) **SwissIX:** The SwissIX Internet Exchange, which is a neutral Internet Exchange Service offered by the SwissIX association to Internet Service Providers. It is based on a layer 2 shared medium in Switzerland, which facilitates the exchange between connected participants.
- (1.2) **SwissIX Site:** Physical location at which the SwissIX is present, (e.g. Interxion, IWB, IXEurope).
- (1.3) **Core Area:** Room, cage or otherwise dedicated and separated rack space at the Housing Site where the SwissIX equipment (e.g. LAN switch) is located.
- (1.4) **The Connection:** The physical connection of a participant to the SwissIX shared medium (e.g. LAN switch).
- (1.5) **Peering:** It is the responsibility of each connected participant to establish bilateral peering agreements with other participants. There is no requirement to peer with any specific number or with all other participants. However, we are encouraging an open peering policy.
- (1.6) **SwissIX IP-address:** IP-address, received by participant for its own equipment out of a dedicated address range reserved for the SwissIX.

(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 participants connecting via Layer-2 (e.g. MPLS Service).

(3) SERVICES PROVIDED BY THE SWISSIX

- (3.1) Proper function of the SwissIX core equipment is continually monitored, aiming at seamless operation.
- (3.2) The SwissIX is providing and maintaining 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 is providing and maintaining a closed mailing list for operational information, where all participants must subscribe with a suitable role mailbox (NOC).

(4) ROUTER HOUSING / COLOCATION

- (4.1) SwissIX does not offer co-location space. Any required housing rack space must be agreed with the respective SwissIX Site. (e.g. InterXion, IWB, IXEurope, etc) . Participant must cover all costs regarding co-location and agree contract with the co-location provider.

(5) RESPONSIBILITIES OF THE PARTICIPANT

- (5.1) Subject to article 4, participant shall be responsible for arranging and contracting housing facilities. Housing can only be situated at those locations where the SwissIX is physically present.
- (5.2) Peering with other connected participants is not covered by this agreement. The participant shall be responsible for the conclusion of bilateral peering arrangements.
- (5.3) All routing prefixes, which are announced to any peer on the SwissIX, shall be registered with the appropriate origin AS in the routing registry part of the RIPE-DB.
- (5.4) A peering shall be established with at least the SwissIX service AS and the SwissIX route collector, as detailed on the SwissIX web page.
- (5.5) Participant shall appoint a contractual contact person in order to represent participant in contractual and legal matters.
- (5.6) Participant shall appoint a technical contact person in order to represent participant in technical matters.
- (5.7) Participant shall appoint an administrative contact person acting as contact person with respect to all administrative and financial matters relating to the Connection.
- (5.8) 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

(6) USE and LIMITATIONS

- (6.1) Participant is entitled to use the connection for peering purposes only. This licence is non-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.
- (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 must not be used on nor exported to the shared exchange medium.
- (6.3) Participant 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 SwissIX infrastructure or to the normal operation, availability or functionality of the SwissIX or to the traffic exchanged thereon. Participant agrees to implement any reasonable measures that SwissIX may propose to prevent or repair such damage or harm. Participant shall observe any relevant Best Current Practices (BCPs), which are published by the SwissIX, on its web page or the operations mailing list.
- (6.4) The SwissIX is at its own discretion, 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:

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

or

if necessary for the SwissIX to comply with a judicial decision;

or

if necessary for installation or maintenance of hardware, software or infrastructure that is used or otherwise relevant for the SwissIX; such action, of course, has to be preceded by an adequately scheduled notification;

or

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

- (6.5) VLAN Service. SwissIX can, upon request, assign one or more dedicated VLAN to two or more participants within the same SwissIX Site. Such VLAN's can be used for Transit Service and might be commercial. **VLAN services between different SwissIX locations are not available. Transiting, commercially or for own usage between sites is strictly prohibited. If participant is doing this, SwissIX reserves the right to interrupt participant's connection without prior notice. Connections between sites must be obtained from commercial suppliers.**

SwissIX recommends its sponsors for such services.

- (6.6) VLAN for special purpose. SwissIX can assign additional VLAN's for special purposes (i.e. multicast) between SwissIX sites.

(7) RATES and PAYMENT

- (7.1) Participant shall pay all costs for the Connection as published by SwissIX at www.SwissIX.ch, assuming all bank charges. Monthly costs shall be periodically invoiced to participant and shall be due as from the month of connection.
- (7.2) Any Payment must be made within 1 month upon receipt of the invoice.
- (7.3) Each SwissIX location might have different port prices, reflecting the effective cost arising for SwissIX. Pricing is always published at www.SwissIX.ch

(8) TERM and TERMINATION

- (8.1) This Connection Agreement shall come into force as soon as the connection of participant is established and shall remain in force until a new version of this document is issued or participant leaves SwissIX.
- (8.2) SwissIX reserves the right to amend any provision of this Agreement - including but not limited to rates, payment and appendices and will notify the participant of such amendment at least one month before coming into effect. Such modifications shall take effect unless participant objects in writing within that period.

(9) LIABILITY

- (9.1) Neither party nor the SwissIX shall be liable towards any other party for any indirect or consequential damage, including but not limited to any loss of profits and damage consisting of or resulting from any loss of data or information.
- (9.2) Any liability of the SwissIX 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 Member pursuant to this agreement.

(10) GOVERNING LAW, PLACE OF JURISDICTION

- (10.1) This agreement shall be governed by Swiss Law.
- 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 in Zürich, Switzerland.