



**AMS-IX CONNECTION AGREEMENT FOR CUSTOMERS A2011/[CONTRACT\_NUMBER]**

DATE: April 23, 2018

THE UNDERSIGNED,

**Amsterdam Internet Exchange B.V.**, a company existing under the laws of The Netherlands, having its registered office at Frederiksplein 42, 1017 XN, Amsterdam, The Netherlands (hereinafter: "AMS-IX"), duly represented by Mr. Jesse Robbers, its CCO;

and

**[CONTRACT\_NAME]**, a company existing under the laws of [LEGAL\_COUNTRY], having its registered office at [LEGAL\_ADDRESS\_1] [LEGAL\_ADDRESS\_2] [LEGAL\_CITY], [LEGAL\_ZIPCODE], [LEGAL\_COUNTRY] (hereinafter: "Customer"), duly represented by [CCP\_NAME], its [CCP\_JOB];

WHEREAS:

- a) AMS-IX can provide its customers with a Connection to the AMS-IX Infrastructure;
- b) Customer wishes to be connected to the AMS-IX Infrastructure, and wishes to enter into an AMS-IX Connection Agreement with AMS-IX for this purpose;
- c) Customer does not wish to become a member of the AMS-IX Association;

HAVE AGREED AS FOLLOWS:

1. AMS-IX agrees to make available to Customer the Connection to the AMS-IX Infrastructure and related services, and Customer agrees to pay the price, as mentioned in the Attachment to this AMS-IX Connection Agreement.
2. Customer hereby accepts and agrees that the AMS-IX General Terms and Conditions are applicable to, and therefore form part of, this AMS-IX Connection Agreement. Customer agrees that it has received a copy of the AMS-IX General Terms and Conditions (also published at [www.ams-ix.net/gtc](http://www.ams-ix.net/gtc)) and that it has read and accepted these conditions. By signing this AMS-IX Connection Agreement, Customer also accepts any future modifications and additions that may be made to the AMS-IX General Terms and Conditions as set forth in article 11 of the AMS-IX General Terms and Conditions
3. Customer acknowledges and accepts that AMS-IX is entitled to discontinue or suspend Customer's Connection to the AMS-IX Infrastructure pursuant to article 7.7 of the applicable AMS-IX General Terms and Conditions without being liable therefore in any respect.
4. Capitalized terms as used in this AMS-IX Connection Agreement shall have the meaning as set out in this AMS-IX Connection Agreement or the AMS-IX General Terms and Conditions.
5. In case of a conflict between the terms and conditions of this AMS-IX Connection Agreement and the AMS-IX General Terms and Conditions, the terms and conditions of this AMS-IX Connection Agreement shall prevail.
6. Parties hereby agree that the electronic signing of this AMS-IX Connection Agreement by use of DocuSign or any comparable tool, shall qualify as sufficiently reliable, as meant in article 3:15a (1) of the Dutch Civil Code. Parties therefore deviate from article 3:15a (2) and (3) of the Dutch Civil Code. Parties agree that this Agreement shall constitute conclusive evidence between them.

IN WITNESS OF WHICH the parties have signed this AMS-IX Connection Agreement in duplicate,

at ..... (place)

at ..... (place)

..... (date)

..... (date)

..... (signature)  
AMSTERDAM INTERNET EXCHANGE B.V.

..... (signature)  
[CONTRACT\_NAME]

**ATTACHMENT**  
to  
**AMS-IX CONNECTION AGREEMENT A2011/[CONTRACT\_NUMBER]**

**ADDRESS AND INVOICE INFORMATION**

- |                                      |   |
|--------------------------------------|---|
| 1. Name and address AMS-IX           | Amsterdam Internet Exchange B.V.<br>Frederiksplein 42<br>1017 XN Amsterdam<br>The Netherlands |
| 2a. Name and address Customer        | [CONTRACT_NAME]<br>[LEGAL_ADDRESS]<br>[LEGAL_ZIPCODE] [LEGAL_CITY]<br>[LEGAL_COUNTRY]         |
| b. Invoice name and address Customer | [BILLING_NAME]<br>[BILLING_ADDRESS]<br>[BILLING_ZIPCODE] [BILLING_CITY]<br>[BILLING_COUNTRY]  |
| 3. Housing Site                      | [HOUSING_SITE]<br>[HOUSING_STREET]<br>[HOUSING_ZIPCODE] [HOUSING_CITY]<br>[HOUSING_COUNTRY]   |
| 4. Contact person                    |   |
| 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 reference                 |   |
| d. Submission                        | Single copy   |
| 6. Invoice frequency                 | [INVOICE_FREQUENCY]   |
| 7. Payment terms                     | 30 days from invoice date   |

**SERVICES AND RATES:**

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

Co-location	Connections	Speed	Costs (€ each)	SLA fees (€ each)
[LOCATION]	# connections to the AMS-IX infrastructure <sup>(1)</sup>	[PORT_SPEED]	€ [PRICE]	— <sup>(2)</sup>

Total Cost: € [TOTAL\_COST]

Each link 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, where applicable.

<sup>(1)</sup> Customer is responsible for contacting the co-location provider or carrier for the necessary cabling between the router or layer 1/2 demarcation and the AMS-IX switch panel.

<sup>(2)</sup> [Optional: The terms and conditions of the attached Service Level Agreement shall apply to the Connection and the traffic on the AMS-IX Infrastructure.]

.....  
AMSTERDAM INTERNET EXCHANGE B.V.

.....  
[CONTRACT\_NAME]