



AMS-IX CONNECTION AGREEMENT FOR MEMBERS 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) AMS-IX has been appointed by the association 'Vereniging Amsterdam Internet Exchange', having its registered office in Amsterdam, The Netherlands (hereinafter: "the AMS-IX Association") to deal on its behalf with membership applications from parties that have entered into, or are willing to enter into, an AMS-IX Connection Agreement;
- d) Customer also wishes 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. The parties agree however that this agreement is **CONDITIONAL ON** AMS-IX having sent to Customer a written statement confirming the acceptance (i) of Customer's Connection to the AMS-IX Infrastructure and (ii) of Customer as a member of the AMS-IX Association.
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) 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 confirms that it has read the articles of association of the AMS-IX Association (also published at www.ams-ix.net/articles-of-association) and that it accepts these articles including all rights and obligations they confer to members of the AMS-IX Association.
4. The Contractual Contact Person (CCP), which will be appointed by Customer pursuant to article 4.1 of the AMS-IX General Terms and Conditions, shall represent Customer and shall vote on its behalf in the General Meeting of the AMS-IX Association. It is preferred for Customer to designate one of its executives as CCP. The CCP may be represented by another employee of Customer if duly authorized.
5. 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.
6. In addition to article 7.2 of the AMS-IX General Terms and Conditions, AMS-IX Company is not obliged to make or keep the Connection available for Customer if Customer is no longer a member of the Association.
7. This AMS-IX Connection Agreement may be terminated as set out in article 6.2 of the AMS-IX General Terms and Conditions. If Customer's membership of the AMS-IX Association has ended in accordance with the Association's articles of association, said termination will be effective immediately upon receipt of the notice of termination as set out in article 6.2 of the AMS-IX General Terms and Conditions.
8. 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.
9. 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.
10. 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) (signature)

AMSTERDAM INTERNET EXCHANGE B.V. [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.
Frederiksplein 42
1017 XN Amsterdam
The Netherlands |
| 2a. Name and address Customer | [CONTRACT_NAME]
[LEGAL_ADDRESS]
[LEGAL_ZIPCODE] [LEGAL_CITY]
[LEGAL_COUNTRY] |
| b. Invoice name and address Customer | [BILLING_NAME]
[BILLING_ADDRESS]
[BILLING_ZIPCODE] [BILLING_CITY]
[BILLING_COUNTRY] |
| 3. Housing Site | [HOUSING_SITE]
[HOUSING_STREET]
[HOUSING_ZIPCODE] [HOUSING_CITY]
[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 ⁽¹⁾	[PORT_SPEED]	€ [PRICE]	— ⁽²⁾

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.

⁽¹⁾ Customer is responsible for contacting the co-location provider or carrier for the necessary cabling between the router or layer ½ demarcation and the AMS-IX switch panel.

⁽²⁾ [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]