



Remote Peering Service Agreement

This agreement (the "Agreement") is entered into by and between:

LU-CIX asbl, a non profit association established at 4, rue A. Graham Bell L-3235 Bettembourg, Luxembourg and registered with the Luxembourgish Trade Register under the number F0007911, and represented here by Marco Houwen its President.

hereinafter referred to as "LU-CIX"

and

Company _____, a _____.

established at _____.

registered with the _____.

under the number _____.

and represented here by _____ its _____.

hereinafter referred to as "Member".

Article 1: Object

The purpose of this Agreement is to determine under which conditions LU-CIX will allow Member to use LU-CIX physical infrastructure (the "Internet Exchange Point") to trade remote Internet Exchange peering services to other LU-CIX members with whom Member will have entered into a reselling agreement for remote Internet Exchange peering (the "Service")

Article 2: Membership

Member expressly acknowledges that LU-CIX is a non-profit association and that the Internet Exchange Point practicality, is entirely contingent on LU-CIX members' interconnection of their respective networks to it. As such and to ensure the durability of the services based on the Internet Exchange Point, Member commits to remain a member of the LU-CIX association for the whole duration of the Agreement.

Should Member no longer be part of LU-CIX association, Member shall then be automatically prevented from using the Service thus rendering any remote peering agreement entered into with other members void.

Article 3: License

LU-CIX grants to Member a limited, non-exclusive, non-transferrable and non-assignable license to use the Service to interconnect its network with other members'. (the "License")

Article 4: Acceptable use

Use of the Service is expressly limited to LU-CIX Members.

Member must notify LU-CIX within five (5) days of any notices received by Member that could adversely affect LU-CIX including, but not limited to, notices of claims or proceedings that involve the Service. Member must promptly notify LU-CIX of any defect, malfunction, or problem experienced in using the Services.

Member undertakes NOT to directly or indirectly use the Service for any purpose that is unlawful or prohibited by any applicable Law and/or the Agreement, otherwise in any way that could be detrimental to LU-CIX and/or its members, including but not limited to:

- perform an unreasonable number of operations in a limited time ("hammering")
- use the Services in any way that is not conform to the relevant and up-to-date technical specifications of the Internet Exchange made available on request to LU-CIX.
- transmit any content containing or suspected of containing viruses such as Trojan horses, worms, time bombs or any other computer program that could damage the computer operating system of any content recipient.
- make or facilitate the use of the Services in a way that infringes the Intellectual Property or any other right of a third party

Member shall assume sole responsibility for the consequences of any improper activities, which are beyond LU-CIX' control from all standpoints including technical.

Member may not interfere with the use by LU-CIX or others of the LU-CIX Network, nor may Member sublicense the Service or allow third parties to use the Internet Exchange Point.

Article 5: Compliance with laws and regulatory statutes currently in force

In using the Service, Member shall abide by all applicable electronic commerce statutes, including in particular Luxembourg's law of 14 April 2000 on electronic commerce including explicitly the regulations therein pertaining to spamming, as well as European Community directives (irrespective of whether they have been transposed into national law) currently in force pertaining to electronic signatures, electronic commerce and protecting data privacy.

And more generally, Member shall take every steps necessary to ensure that its use of the Service does not violate any law or regulatory statute currently enforceable in Luxembourg or elsewhere pertaining to public order, public security and public decency. Member shall be solely responsible for any violations of such rules or laws.

Article 6: Free of charge

The Service provision shall be included in the LU-CIX membership fee and shall not be subject to an additional fee. However, the provision of switch ports and/or the provision of trunks with a higher bandwidth will remain subject to the payment of a specific fee according to the LU-CIX price list.

Article 7: Service Limitations and suspension

7.1 Service Availability

The Service provision is subject to the availability of all necessary facilities, including those acquired, leased or rented by LU-CIX from other entities (the "Facilities"). LU-CIX may, at its sole discretion, decline to accept Service requests if it determines that, based on its existing

Facilities at the time of the order and its current and forecasted need to provide the Services, it requires the available Facilities for other service needs. LU-CIX may therefore limit its provisioning of the Service, if necessary, in order to manage the LU-CIX Network in an efficient manner and to meet the reasonable Services expectations of its existing and future members based on current and projected available Facilities capacity. In addition, LU-CIX may restrict or allocate the Services among members, when necessary, due either to Facilities shortages or causes beyond LU-CIX' control.

Unless otherwise expressly agreed by the parties, the datacenter and more generally the Facilities used to provide the Service shall be of LU-CIX' exclusive choosing. In no event will title to any of the Facilities used to provide the Service vest in Member.

7.2 Service Suspension

LU-CIX may, without notice and without incurring any liability, discontinue the provision of the Service: (a) if Member uses or misuses the Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service provided to Member or to other existing or prospective members of LU-CIX (b) if Member uses, or threatens to use the Service for any unlawful purpose or otherwise violates the terms of the Agreement (c) to protect its LU-CIX staff, agents, facilities or services, (d) in case of legal obligation, judicial or governmental request, or request from a duly competent regulatory or administrative authority (e) in case of urgent work in the datacenter and/or on the LU-CIX Network (f) if LU-CIX has reasonable grounds to believe that Member uses or threatens to use the Service in a fraudulent and/or unlawful and/or criminal manner or in a manner which could prejudice LU_CIX, especially but not limited to, in case of possible infringement of Articles 383, 454 and following of Criminal Code of Luxembourg (Code Pénal luxembourgeois) (e) in case of Force Majeure, as defined in article 15 hereafter.

Notwithstanding the foregoing, LU-CIX shall make its best efforts to notify Member of the suspension within a reasonable prior delay. Additionally, LU-CIX shall make its best efforts to limit the suspension period.

Article 8: Term and termination

8.1 Term

The Agreement is valid for one (1) calendar year starting from the date of execution ("the Term"). Unless terminated as stipulated in article 8.2 of this Agreement, the Agreement will be automatically renewed for additional periods of one (1) year.

8.2 Termination

The Agreement may be terminated by either party at any time by sending a one (1) month prior notice of termination by registered letter to the other party.

Article 9: No warranty.

The Service is provided "AS IS" and LU-CIX shall exercise no control over, and accept no responsibility for, the informational content transiting via the Internet Exchange Point. LU-CIX MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE AND DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Use of any information involving the Service shall be at Member's own risk. LU-CIX specifically denies any responsibility for the accuracy or quality of information obtained via the Service.

Article 10: LIMITATION OF LIABILITY:

LU-CIX WILL NOT BE LIABLE FOR ANY (a) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SERVICE; (b) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR ALTERATION; OR (c) EVENTS BEYOND ITS REASONABLE CONTROL. ALSO, LU-CIX WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF CHANCE, OR COSTS INCURRED TO LIMIT ANY DAMAGE SUSTAINED) REGARDLESS OF THE FORM OF ACTION WHETHER

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, OR OTHERWISE, EVEN IF LU-CIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE CERTAIN JURISDICTIONS DO NOT ALLOW SUCH EXCLUSION OR LIMITATION OF LIABILITY, LIABILITY WILL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

Article 11: Maintenance Work on LU-CIX Network

In case of scheduled disruption of the LU-CIX Network, LU-CIX shall notify Member of such disruption, by sending an email, to Member at least 5 (five) Working Days before the scheduled disruption.

If Member does not object to the time and date of the scheduled disruption within two (2) Working Days following LU-CIX notification, Member shall be deemed to have accepted the scheduled time and date.

If Member objects to the time and date of the scheduled disruption within two (2) Working Days following LU-CIX notification, the parties shall try to rescheduled the disruption to an agreeable time and date.

In cases where the scheduled disruption may have consequences for other LU-CIX members and no agreement has been reached between LU-CIX and all of the concerned members, LU-CIX shall at its own discretion, decide of the disruption date and time.

In case of forced and/or unforeseen disruption of the LU-CIX Network and more generally in case of disruption beyond LU-CIX control, LU-CIX shall make its best efforts to notify Member of the disruption within a timely fashion.

Article 12: Intellectual Property

Each party acknowledges: (a) that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever, which are used in connection with the Service shall remain the sole property of the entitled owner of such rights or its subcontractors; and (b) that it shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of the other without its prior written consent.

Article 13: Non-exclusive character

This Agreement is concluded on a non-exclusive basis. LU-CIX shall therefore be entitled to provide the Service to any third party including but not limited to other members which may be competitors of Member.

Without limiting the generality of the foregoing, Member acknowledges that nothing in this Agreement shall prevent or limit LU-CIX from commercializing and selling the Services, in whole or in part, (a) itself or (b) directly or indirectly to any third party or (c) from appointing representatives, resellers and other agents, without compensation to Member.

Article 14. Waiver

Any delay or omission in the exercise of a right under the Agreement shall not be deemed a waiver of such right. A waiver of a right is only valid with written consent of the party who waives that is signed by a duly authorized representative of this party.

Article 15. Force Majeure

LU-CIX shall not be responsible for any delay or non-performance resulting from any event of force majeure as the latter is commonly defined by custom, law and the courts, or for any outage in any electrical grid, telecommunications or Internet system. Furthermore, are included in the list of force majeure events (non-exhaustive list) any circumstance over which LU-CIX has no sole and direct control and any event that leads to economic imbalance for LU-CIX preventing the continuity of the Agreement in the same conditions. If LU-CIX fails to fulfil his contractual obligations due to a Force majeure event, LU-CIX shall inform Member as soon as possible. The Service shall be suspended from the appearance of the force majeure event until its disappearance.

Article 16. Survivability

The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the performances of the parties shall survive the completion of those performances and the Agreement's termination. These include, without limitation, the making of payments due under the Agreement.

Article 17. Severability

Should any term or provision of this Agreement be declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

Article 18. Relationship between the parties

Member is an independent contractor. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall create or be construed as creating any agency, resellership, association, joint venture or other form of joint enterprise between Member and LU-CIX.

Member shall purchase and resell the Service in his name and at its own expense.

Member shall not be entitled to take any action in the name and/or on behalf of LU-CIX and more generally any action that may bind LU-CIX without LU-CIX's prior and express written consent.

Article 19. Notices

All notices, requests or other communications hereunder shall be in writing, addressed to the parties at the address indicated on the first page of the Agreement. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the 5th business day following the mailing or sending thereof. Notices sent by facsimile shall be deemed to have been received when the delivery confirmation is received.

Article 20. Assignment

Neither party may assign this agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void and may result in this agreement being void.

Article 21. Applicable law and jurisdiction

This Agreement is subject to Luxembourg Law, and any disputes will be resolved in the applicable Luxembourg Court.

Made in _____ on _____ in two original copies.

LU-CIX

Member

By:

By:

Printed Name:

Printed Name:

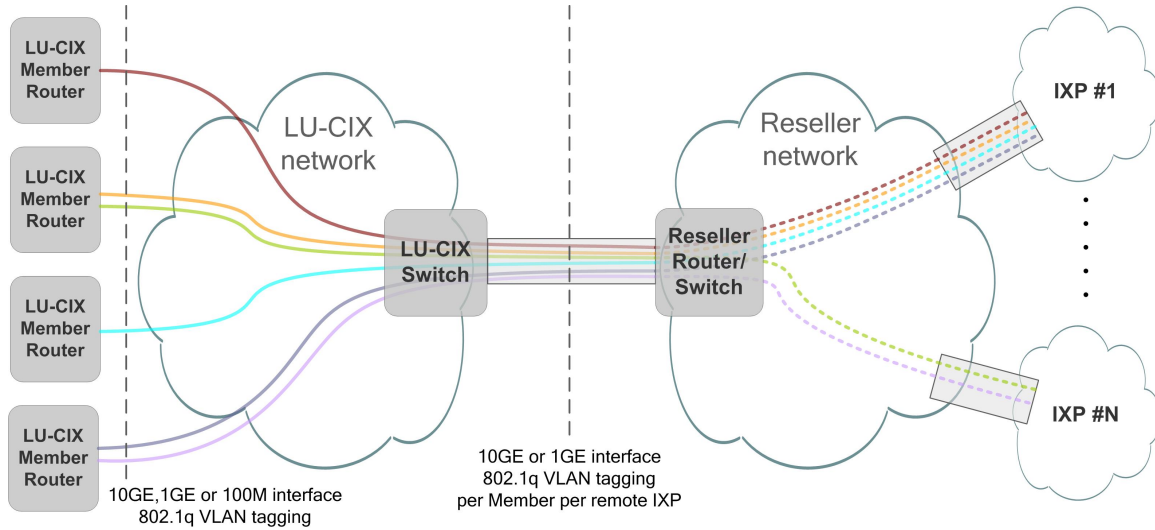
Title:

Title:

Exhibit 1: Technical specifications

Technical setup

The following schema summarizes the technical setup of the remote peering service:



Member and LU-CIX network interconnection is based on 802.3 Ethernet protocol with 802.1q VLAN tagging. Special care has to be taken when specifying the applicable VLAN IDs to guaranty compatibility with remote IX services if VLAN translation is not provided by Member.