

FICIX SERVICE AGREEMENT

(2025-v1)

GENERAL

The Finnish Communication and Internet Exchange – FICIX ry (**FICIX**) run services to interconnect Internet Service Providers (ISPs), content providers and similar organizations to exchange IP traffic in between. FICIX is membership based non-profit association registered to Helsinki, Finland.

This agreement is an agreement between parties for services and payment terms.

Agreement between Service provider:

Finnish Communication and Internet Exchange – FICIX ry, Business ID: FI17439300
P.O. Box 146, 00181 Helsinki, Finland

and the Customer:

MEANING OF THE AGREEMENT

FICIX may provide its services to non-member parties on a moderate extent and upon compensation. In this agreement FICIX and the Customer agree on the terms on which the Internet Exchange Point (Service) is provided to the Customer. The Customer is not a member of FICIX association.

Customer is responsible for arranging cross- connects between its equipment or that of a used third party transport network and the designated FICIX termination point (patch panel). This responsibility may be carried out by a designated third party assigned by Customer.

Peering arrangements are not covered with this FICIX Service Agreement. The Customer is responsible for the negotiation, conclusion and implementation of peering arrangements with other users of the FICIX Infrastructure.

SERVICES AND PRICING

FICIX services are described on association webpages. All services are provided on "as-is" basis. For customer support FICIX has a target of next business day response and five (5) business days for service delivery. FICIX has full coverage against hardware failures with 4 hour response time and 24/7/365 monitoring. However, FICIX is not responsible for any direct or indirect damage that may incur due delays on response time, unless the delay is due to FICIX's intentional or grossly negligent action.

FICIX is providing and maintaining a web page (<https://www.ficix.fi/>) with links to the individual customers' homepage. Traffic statistics and other information is also made public through this web page.

Pricing is set annually by annual general meeting (AGM) and based on annual budget prepared and presented by the board. Services and pricing are documented on the website (<https://ficix.fi/membership/pricing>)

BILLING INFORMATION

FICIX services are invoiced as monthly fees. Invoicing period is three (3) months with a payment term of 30 days. Billing currency is Euro. VAT is added to the final invoice according to the Finnish tax regulations.

Unpaid services are disconnected before each billing period is started. Reconnection(s) require clearance of all unpaid invoices and costs from disconnection/reconnection work.

In detail financial information and initial services are documented in Appendix A.

ORDERING AND TERMINATING SERVICES

Only orders in writing are accepted as binding orders. E-mail is accepted and preferred channel for both orders and terminations of services.

New orders are invoiced electrically (email or e-invoice) from the next full calendar month.

FICIX is entitled to (a) suspend or (b) discontinue the Connection, in whole or in part, and/or (c) require that certain conditions be met before continuation thereof, if:

- Customer is infringing article Terms and Conditions below and Customer has not, after a written warning from the FICIX, implemented adequate measures to prevent or repair such infringement;
- Such is necessary for FICIX to comply with a statutory obligation or a judicial decision;
- Such is necessary in the view of FICIX for the operation of the FICIX infrastructure, in accordance with article Terms and Conditions below.

AGREEMENT TERMINATION

This agreement shall come into force as soon as both parties have agreed and signed this contract. Invoicing according to this contract will begin when the connection of the Customer is established and shall remain in force until the parties agree to make a new contract or one or both of the parties terminates this contract.

Term of notice is one (1) month count from the beginning of the next full calendar month following the notice of termination. Any payments made before the notice of termination are not refundable.

The FICIX may terminate this agreement if a Customer fails to pay the due required subscription fees or is otherwise in default of the obligations it assumed when signing this agreement or that, through its action causes significant damage to the FICIX or that no longer fulfils the article Terms and Conditions listed below.

FICIX 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.

TERMS AND CONDITIONS

- a. The Customer is entitled to use the Connection for its normal business purposes.
- b. Only traffic from networks routed by the customer itself may be transferred over the inter-networking point. The internetworking point must not be used as a default route or for forwarding transit traffic
- c. The Customer shall make or keep IP network services generally available through the network that has been registered for connection to Internet exchange point
- d. The Customer may not be engaged in any activity that is in conflict with Finnish legislation or EU regulations
- e. The Customer may not cause any interference in the operation of the access points for interconnecting traffic

- f. The Customer shall belong to some regional Internet register (RIR), such as RIPE NCC
- g. The Customer shall have a registered AS number that is active in the common routing table
- h. The Customer shall make its contact details available to the other customers and members of the FICIX and accept that they are made public on the FICIX webpage
- i. The Customer shall hold in confidence any information on the other customers and members that may come to its attention through the activities of the FICIX
- j. The Customer shall accept the e-mail as a channel for communications in matters related to the FICIX
- k. The Customer shall transmit and receive via the access points for interconnecting traffic at its own risk

LIMITATION OF LIABILITY

In any dispute situation between FICIX and the Customer the maximum amount of liability that FICIX may be held responsible for is limited to one (1) month invoicing value of services provided to the Customer according to this agreement. FICIX is not responsible for any indirect losses unless the losses are due to FICIX's intentional or grossly negligent action.

GOVERNING LAW AND THE PLACE OF JURISDICTION

This agreement shall be governed by Finnish 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 Helsinki District Court.

Before taking any disputes to court, the parties are obligated to pursue to settle the dispute through negotiations between the parties.

Date: / /

Antti Siivonen
Chairman, FICIX ry

Appendix A – locations, financial information and initial order

FICIX locations

FICIX1-Innopoli:

Innopoli 1 (www.innopoli.fi)
room K322 (meetme -room)
Tekniikantie 12
02150 Espoo, Finland

FICIX1-HDC:

Telia Helsinki Datacenter (HDC)
Valimotie 5
00380 Helsinki, Finland

FICIX2-Digita:

Digita TV-broadcast center
room 0.010 (FICIX splice cabinet & Digita optical cross-connection panels)
Uutiskatu 5/Radiokatu 5
00240 Helsinki, Finland

FICIX2-HE7:

Equinix HE7 – Helsinki, Sinimäki
Sinimäentie 8
02630 Espoo, Finland

FICIX3:

DNA Oyj
Rack 16D R0110
Torikatu 16 (meetme -room at Torikatu 18)
90100 Oulu

FICIX bank contact details for payments:

Finnish Communication and Internet Exchange - FICIX ry
Account IBAN: FI67 5780 3820 0008 33
SWIFT OKOYFIHH

Services and pricing:

An up-to-date price list and services can be found: <https://ficix.fi/membership/pricing>

Customer is responsible for all connections and transmission to FICIX services.

Please fill in the required port speed (10G, 100G-LR1,100G-LR4, 2x100G-LR1, 400G, virtual) in the fields below:

Initial service subscription is for _____ peering port at FICIX1-INNOPOLI
Initial service subscription is for _____ peering port at FICIX1-HDC
Initial service subscription is for _____ peering port at FICIX2-DIGITA
Initial service subscription is for _____ peering port at FICIX2-HE7
Initial service subscription is for _____ peering port at FICIX3