

## FICIX AGREEMENT

(2022-v1)

### GENERAL

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

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

Agreement between

and

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

### MEMBERSHIP TERMS, ASSOCIATION RULES AND AGREEMENT DEPENDENCE

FICIX ry is a membership based association. Rules of the association, as well as terms for membership, are published on FICIX webpages. Rules and terms are binding members equally. Every member has the right to vote at meetings, make initiatives and stand for trustee positions (restrictions may apply due to Finnish legislation). This agreement does not cover association membership issues other than that signed agreement is treated as a membership application if membership has not being applied separately or agreement is solely for fiber patch panels. All applications are handled by FICIX board and either accepted or rejected. Applicant will be notified about the decision.

### 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.

FICIX is providing and maintaining a web page (<https://www.ficix.fi/>) with links to the individual members' 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 will be invoiced as monthly fee's. Invoicing period is three (3) months with standard payment term of 30 days. Billing currency is Euro.

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 preferred channel for both orders and terminations of services.

New orders are invoiced electrically (email or e-invoice) from next full calendar month. Terminations are only compensated from next full calendar month after the notification period defined below.

## **AGREEMENT TERMINATION**

This 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 either party terminate it. Termination policy for either party is 30 days notification period in written.

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.

## **LIMITATION OF LIABILITY**

In any dispute situation between the association and Partner the maximum amount of liability that FICIX can be responsible of is limited to one (1) month invoicing value of the service in question. This applies both direct and indirect loss despite of duration or nature of the claim.

## **GOVERNING LAW, 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 competent court in Helsinki, Finland.

Date:    /    /

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Antti Siivonen  
Chairman, FICIX ry

Appendix A – locations, financial information and initial order

## **FICIX locations**

### **FICIX1**

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 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>

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

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

Initial service subscription is for \_\_\_\_\_ peering port at **FICIX1**  
Initial service subscription is for \_\_\_\_\_ peering port at **FICIX1-HDC**.

Initial service subscription is for \_\_\_\_\_ peering port at **FICIX2**.  
Initial service subscription is for \_\_\_\_\_ peering port at **FICIX2-HE7**.

Initial service subscription is for \_\_\_\_\_ peering port at **FICIX3**.