

FICIX PARTNER AGREEMENT

(v.2021-1)

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 reselling FICIX services and payment terms related.

Agreement between Service provider:

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

and the Reseller (Partner):

Terminology

- **Partner or Reseller:** party that uses FICIX port(s) to connect it's customers to FICIX peering LAN
- **IXP:** FICIX public peering LAN services
- **Remote Customer:** Reseller's customer that connect to FICIX public peering LAN via reseller port(s)
- **Remote Member:** FICIX member that connect to FICIX public peering LAN via reseller port(s)
- **Virtual Port:** VLAN setup for remote customer or member at FICIX port

PARTNER TERMS

Partner is not obligated to join FICIX as a member and thus membership terms do not apply. If Partner prefers to become a FICIX member a separate agreement (FICIX membership agreement) will be signed and memberships terms will apply.

Partner connects remote customers or members to IXP via reseller port(s). Remote customers do not need to join as a FICIX member.

All remote members must apply for FICIX membership and are treated equally as other association members. Remote members are bound by association rules and terms in full, as well as they have rights to vote and possibility to stand for trustee positions. Partner agrees to inform remote members about the need to apply for FICIX membership.

Reseller port pricing is documented in Appendix A and technical details in Appendix B.

Partner may use FICIX Partner brand name, logo and other marketing material to promote partner's services. All FICIX brand related material may not be altered in any way. FICIX will list and publish Partner contact information on FICIX association webpages.

Partner 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 Partner.

Peering arrangements are not covered with this FICIX Partner Agreement. The Remote customer or member 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.

Partner is obligated to assist FICIX to solve technical issues related to remote customer or member connectivity problems or traffic issues (e.g. removing such traffic that can technically harm IXP and/or members).

FICIX is providing and maintaining a web page (<https://www.ficix.fi/>) with links to the individual customers or members homepage. Traffic statistics are also made public through this web page. Remote customers and members have an option to opt-out from public individual statistics by request.

Pricing is set annually by FICIX association annual general meeting (AGM) and based on annual budget prepared and presented by the board. Services and pricing are documented on Appendix A.

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 the next billing period is started. Reconnection(s) require clearance of all unpaid invoices and costs from disconnection/reconnection work. This applies to both partner services and membership based services. Partner carries full accountability towards its customers in case where reseller port is disconnected because of unpaid services leading to the disconnection of remote customers and members behind the Partner in question.

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 beginning from the next full calendar month after service delivery.

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:

- Partner, remote customer or member is infringing article Terms and Conditions below and Partner, remote customer or member 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 Partner 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 Partner 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 Partner is entitled to use the Connection for its normal business purposes.
- b. Only traffic from networks routed by the remote customer or member itself may be transferred over the internetworking point. The internetworking point must not be used as a default route or for forwarding transit traffic
- c. The Remote customer or member shall make or keep IP network services generally available through the network that has been registered for connection to Internet exchange point
- d. The Partner, remote customer or member may not be engaged in any activity that is in conflict with Finnish legislation or EU regulations
- e. The Partner, remote customer or member may not cause any interference in the operation of the access points for interconnecting traffic
- f. The remote customer or member shall belong to some regional Internet register (RIR), such as RIPE NCC
- g. The remote customer or member shall have a registered AS number that is active in the common routing table
- h. The remote customer or member 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 Partner, remote customer or member 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 Partner, remote customer or member shall accept the e-mail as a channel for communications in matters related to the FICIX
- k. The remote customer or member 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 Partner 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 Partner 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, PLACE OF JURISDICTION AND

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 for Partner port(s)

FICIX locations

FICIX1:

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

FICIX2:

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

FICIX3:

DNA Palvelut Oy
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 for 2021:

Joining fee: 0 euro one time fee
Service fee: 100 euro monthly fee
1G peering port: 70 euro monthly fee
10G peering port: 400 euro monthly fee
100G peering port: 445 euro monthly fee
10/100G additional port to the same LAG-link: 80 euro monthly fee
Virtual peering port (through reseller): 20 euro monthly fee

Fiber patch panel placement at FICIX splice cabinet (for customer own cabling):
800 euro one time fee and 20 euro monthly fee

All prices are VAT 0%.

Customer is responsible for all connections and transmission to FICIX services. FICIX peering port fees include optical modules (vendor standard options).

Initial service subscription is for _____ peering port at **FICIX1**.
Initial service subscription is for _____ peering port at **FICIX2**.
Initial service subscription is for _____ peering port at **FICIX3**.

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

Partner has the right to set services and pricing towards its customers freely.

Appendix B – technical details for partner port(s)

PARTNER PORT SETUP

All standard ports available at FICIX are useable for partner ports as such.

FICIX will provision partner ports as 802.1Q trunk ports and assign VLAN ID's for each remote customer or member. Assigned VLAN ID's will be switched to peering VLAN 4 at FICIX port entry. Several physical ports can be bundled together (LAG).

RESELLER	OPTICS	L2 SETUP	SERVICES
10G	LR, ER		
100G	LR4, MSA		
802.1Q Trunk		Mandatory	
LAG		Supported	
Port Security			On VLAN only
Statistics			Port+VLAN's

VLAN ID to partner for remote customer or member connection is provided by FICIX upon order. Link addressing is provided from FICIX to remote customer or members for both IPv4 and IPv6 peering.

Port security (allowing only one MAC address from any virtual interface) is valid.

TECHNICAL SETUP DIAGRAM

