

General Terms and Conditions **concerning a connection to the** **Vienna Internet eXchange (VIX)**

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1. DEFINITIONS and GENERAL PRINCIPLES

These terms and conditions shall be applied to all agreements governing the connection to the Vienna Internet eXchange (VIX) infrastructure.

For the purpose of the terms and conditions the following terms shall have the following meanings:

- 1.1. **VIX:** The Vienna Internet eXchange is a neutral Internet Exchange Point (IXP) service provided and operated by the University of Vienna, Austria.
- 1.2. **VIX Infrastructure:** The Vienna Internet eXchange Infrastructure, providing Ethernet/Layer 2 connections in Vienna/Austria, facilitating the exchange of IPv4 and IPv6 Internet traffic between connected participants.
- 1.3. **VIX Location:** Physical location where the VIX shared infrastructure is present.
 - VIX1: UniVie/NIG, Universitaetsstrasse 7, 1010 Vienna, Austria
 - VIX2: Interxion/IEC, Louis-Haefliger-Gasse 10, 1210 Vienna, Austria
 - VIX3: e-shelter/VIE1, Computerstrasse 4, 1100 Vienna, Austria
- 1.4. **VIX1 Shared Area:** Dedicated and separated rack space at the VIX1 Location where participant may rent rackspace for peering equipment on a per height unit basis.
- 1.5. **VIX NOC:** The VIX Network Operations Center is responsible for the operations and maintenance of the VIX infrastructure. The VIX Network Operations Center service is exclusively provided by staff members of the University of Vienna Computer Center (ZID) and can be contacted by means of e-mail: <noc@vix.at> and telephone: +43 1 4277 14030
- 1.6. **VIX Services:** services, that provide access to the VIX Infrastructure.
- 1.7. **Participant:** Organization (legal entity) having access to VIX Infrastructure and / or using VIX services and holding a valid Connection Agreement. A participant is required to have a Direct Connection Agreement with VIX (i.e. Direct Participant) or a contractual relationship with a Reseller (i.e. Reseller Participant).
- 1.8. **Reseller:** An organization that sells connections to the VIX infrastructure to Reseller Participants whereby these Reseller Participants do not have a direct contractual relationship with the VIX. Resellers are contractually related to the VIX via a “VIX Reseller Agreement”.
- 1.9. **Direct Participant:** Organization that has signed a Direct Connection Agreement with VIX.
- 1.10. **Reseller Participant:** Organization that has a contractual relationship with a Reseller.
- 1.11. **VIX Reseller Agreement:** agreement between VIX and Reseller, providing for the appointment of Reseller as a reseller of the connection through the VIX infrastructure, including any attachments hereto.
- 1.12. **Connection Agreement:** an agreement governing the connection of a Participant to VIX infrastructure. A connection agreement can be a VIX Connection Agreement between Direct Participant and VIX or a contractual relationship between Reseller and Reseller Participant.
- 1.13. **VIX Connection Agreement:** the agreement between VIX and a Direct Participant which contains the rights and obligations regarding a connection to VIX infrastructure.
- 1.14. **Port:** A Port is the technical interface between a Participant or a Reseller and the VIX Infrastructure. A Port may be either a physical port of a Direct Participant, a port channel, a Reseller Port or a Reseller Participant Port.

- 1.15. **Port Channel:** A port channel is the concatenation of several physical ports.
- 1.16. **Reseller Port:** A physical access port to the VIX Infrastructure of at least 10 Gigabit Ethernet that is made available to Reseller for reselling the VIX Services to Reseller Participants. A Reseller can also use a Reseller Port for his own connection to VIX Infrastructure.
- 1.17. **Reseller Participant Port:** The bandwidth a Reseller may sell to Reseller Participants. A Reseller Participant Port is represented as VLAN on the Reseller Port. The range of capacities of Reseller Participant ports is published by VIX.
- 1.18. **Contractually agreed reseller capacity:** The capacity a Reseller may actually use and pays for. This capacity may be less than the capacity of the Reseller Port. The range of contractually agreed reseller capacities is published by VIX.
- 1.19. **Local Connection:** The physical cable connection or connections of a Direct Participant's co-located peering router to the VIX infrastructure.
- 1.20. **Remote Connection:** The physical connection path of a Direct Participant's distant peering router, using either Participants or third party cable and/or higher layer infrastructure to the VIX shared medium.
- 1.21. **Transit Services:** A BGP peering relation between two autonomous systems, where one of the involved parties provides full routing table or announces a default route with the intention to provide global internet connectivity.
- 1.22. **Reseller Marketing Effort:** any activity by a Reseller or VIX that is directed at eventually selling VIX Services under a VIX Reseller Agreement.
- 1.23. **Support Services:** all support services provided to Participant by Reseller or VIX related to Participant's use of VIX Services.
- 1.24. **VIX IP Address:** Unique IP-address assigned to each Participant for access to VIX infrastructure. Each Participant gets one unique IPv4 and/or IPv6 address assigned per Connection, out of a dedicated address range allocated for the VIX infrastructure.
- 1.25. **VIX VLAN Identification:** Unique VLAN identification assigned to Reseller Participants for access to VIX infrastructure. Each Reseller Participant gets one VLAN Identification assigned per Connection, out of a dedicated VLAN range allocated for the VIX infrastructure.

General principles

Participants and Resellers acknowledge that VIX is **not** an Internet Service Provider (ISP) itself and it is **not** intended for the sale of Internet transit services over the peering LAN. VIX provides a complementary infrastructure to its participants for optimization of regional Internet traffic flows.

It is the responsibility of each connected Participant to establish either bilateral peerings with other Participants or multilateral peerings using the VIX route servers. An open and settlement-free peering policy is encouraged at VIX but not compulsory. The only routing protocol allowed on the peering LAN is BGP4.

A connection agreement also applies for ports that are additionally ordered (upgrades) after the signing of the connection agreement. In case a new port order triggers the signing of a new connection agreement this new agreement always fully replaces any previous version of the connection agreement.

Participant hereby confirms entering in relations with VIX not as a consumer. Any regulations of Consumer Protection Acts are therefore not applicable on the agreements between VIX and the Participant.

2. PREREQUISITES for the CONNECTION to VIX

- 2.1. **Autonomous System (AS) Number:** Participants are required to use their own properly assigned and globally unique AS number for any BGP4 peering session on the VIX infrastructure. All advertised AS numbers on any peering session at VIX have to be globally unique and properly assigned and documented in a RIR database (Regional Internet Registry, e.g. the RIPE-NCC) and the announcing VIX participant needs to be authorized to do so.
- 2.2. **IP Address Space:** All advertised IP address space on any peering session at VIX has to be globally unique and properly assigned and documented in a RIR database (Regional Internet Registry, e.g. the RIPE-NCC) and the announcing Participant needs to be authorized to do so.
- 2.3. **Global Internet Connectivity:** Participants are required to have their AS number and IP address space provided with global Internet connectivity before the connection to VIX infrastructure is established.

3. SERVICES PROVIDED BY VIX

- 3.1. VIX will provide access to its infrastructure (VIX-Services) either directly or via Reseller.
- 3.2. VIX will provide and maintain the Connections for all Participants (directly and via Reseller) under the same General Terms and Conditions. Resellers are required to include these terms and conditions in their contractual relationship with Reseller Participants.
- 3.3. Proper function of the VIX core equipment and shared infrastructure is continually monitored, aiming at seamless operation.
- 3.4. VIX is providing resilient BGP route servers. Participants are encouraged to use these route servers to ease peering configuration.
- 3.5. VIX is providing and maintaining a web page (<http://www.vix.at/>) with links to the individual Participants' homepage. Peering status (voluntary), Reseller, operational status, summary statistics and other information is also made public through this web page. More detailed views for Participants, like port and peering statistics, are made available through a web portal, only accessible by individually registered staff.
- 3.6. VIX is providing and maintaining a closed (password-protected) mailing list for operational information, where all Participants are subscribed with a suitable role mailbox (noc).
- 3.7. VIX will provide Support Services for VIX Services to Direct Participants during VIX normal business hours (9:00 to 17.00 CET / CEST, Monday through Friday excluding public holidays recognized in Austria). These services are also provided to Reseller or Reseller Participant after careful screening of the issue by Reseller. Outside those hours, only best effort Support Services are offered by VIX.

4. RESPONSIBILITY of PARTICIPANTS

- 4.1. All routing prefixes which are announced to any peer at VIX shall be registered with the authorized origin AS number in an RPSL based IRR (Internet Routing Registry), preferably in the RIPE-DB.
- 4.2. A peering session with at least the VIX service AS (AS1120) and/or the VIX routing collector is required, whichever enables the Looking Glass service on the VIX web page.
- 4.3. Only one unique Ethernet/MAC address may be used and brought to the attention of the VIX on the VIX infrastructure on any Participants Connection (port or port channel) to the VIX. The VIX port security will automatically discard packets, which are violating the MAC address limitation. The VIX port security is also applied to Reseller Participant ports.

- 4.4. Only the specifically assigned unique unicast IPv4 and/or IPv6 VIX peering LAN address may be used on any particular Connection.
- 4.5. ICMP Pings to these peering LAN addresses shall be allowed from within the VIX peering LAN and from the monitoring machines of VIX.
- 4.6. Proper configuration and performance of its Connection(s) shall be periodically verified by Participant by using the tools and views offered by the VIX web portal that shows own port and peering statistics to Participant, and information regarding round trip delay and jitter, layer 2 views and layer 2 anomalies of all connected Participants.
- 4.7. Participant has to continuously fulfil the prerequisites according to Article 2.
- 4.8. Participant agrees to upgrade any of its Ports where the traffic exceeds 80% (95th percentile) of the port capacity within 30 days, or 90% (95th percentile) of the port capacity within 14 days.
- 4.9. The following contacts shall be appointed in order to represent Participant and Resellers in specific matters:
 - Contractual Contact (official addressee for any legal correspondence)
 - Technical Contact
 - Billing Contact
 - Peering Contact
 - Housing ContactReseller Participants provide these Contact data to Reseller.
- 4.10. All organizational changes relevant for these terms and conditions have to be immediately communicated to VIX, at least by e-mail to admin@VIX.at, all operational and technical issues to noc@VIX.at.
- 4.11. Notifications from the VIX NOC regarding performance relevant issues of any of Participant's Connection shall be considered and confirmed within three working days.

5. USE and LIMITATIONS

- 5.1. Participant is entitled to use the Connection to VIX for peering purposes only. This right is non-exclusive and non-transferable. Participant is not entitled to assign any of its rights under this terms and conditions to any third party without previous written consent of VIX. Selling of Transit Services using the Connection to the VIX infrastructure is not supported.
- 5.2. To actually exchange traffic at VIX, bilateral agreements need to be established between participants. By using VIX route servers an open peering policy can be implemented conveniently. In that case no individual bilateral agreements with other Participants, that also have chosen open peering policy, are required. The route server web-interface provides contact information of other Participants and ease the management of peering agreements. The required routing protocol for all VIX peering relations is BGP4. Internal routing protocols must not be used on nor exported to the VIX infrastructure.
- 5.3. Participant accepts full responsibility for its use of the connection to the VIX infrastructure specifically that neither Participant nor Participant's use of the connection does cause or is likely to cause any damage, or is in any other way harmful to the VIX infrastructure or to the normal operation, availability or functionality of the VIX services or to the traffic exchanged thereon. Participant agrees to implement any reasonable measures that VIX may propose to prevent or repair such damage or harm. Participant will observe relevant Best Current Practices (BCPs) which are published on the VIX web page and announced to the operations mailing list.

- 5.4. VIX is entitled to (a) suspend or (b) discontinue the Connection of a Participant, in whole or in part, and/or (c) to require that certain conditions be met before continuation thereof, if:
- Participant is infringing Article 5.3 and has not, within reasonable terms after a written (e-mailed) request from the VIX operations staff, implemented adequate measures to prevent or repair such infringement; suspension without previous written request may be imposed on Participant in case of urgent danger for the VIX or its operations;
 - it is necessary for VIX to comply with a judicial decision;
 - it is necessary for installation or maintenance of hardware, software or infrastructure that is used or otherwise relevant for VIX; such action, of course, has to be preceded by an adequately scheduled notification;
 - Participant is in breach of one or more of its essential obligations under this terms and conditions especially if a violation of Article 4.8 of these Terms and Conditions occurs.
 - Participant connects via an unstable or broken Remote Connection to VIX.

The entitlement of VIX according to this Article is effective for Direct Participants and Reseller Participants. In case of Reseller Participants, Reseller will immediately be informed about the intention of VIX to take action according to this Article. Reseller is required to support VIX in communication to Reseller Participant and in any technical or organisational matters.

6. FEES and PAYMENT

- 6.1. Direct Participants agree to pay the costs as specified in the Connection Agreement. Resellers agree to pay the costs as specified in the Reseller agreement.
- 6.2. All payment shall be made in Euros, assuming all bank charges. Monthly costs will be periodically invoiced in advance and are due within one month of the date of the invoice. The setup fee is due with signing of the Connection or Reseller Agreement and payment is a prerequisite for the establishment of the Connection. The penalty for late payment is set at 8% above the standard interest rate published by the Austrian National Bank (ÖNB) and applies if Participant or Reseller has not settled its invoice within one month. VIX is entitled to enter into collection assignment agreements with third parties. The resulting costs will have to be covered by the Participant or Reseller.
- 6.3. Discounts will be granted only according to published terms on the VIX web site. Discounts do not apply to VIX services made available by a Reseller.
- 6.4. If VIX is unable to collect the fees for two consecutive months, VIX is entitled to discontinue the connection without any further notice.
- 6.5. VIX is entitled to inform Reseller Participants about delayed payments by its Resellers.

7. TERM and TERMINATION

- 7.1. Any Agreement according to these Terms and Conditions comes into force on the date of its signing by both parties and shall remain in force until its termination in accordance with this Article.
- 7.2. A Connection Agreement under these Terms and Conditions is entered into for an indefinite period of time and can be terminated at any time by any of the parties for convenience by means of a written notice to the other party; in this case this agreement is terminated at the end of the third calendar month, following the month in which the said written notice was sent.
- 7.3. A Reseller Agreement under these Terms and Conditions is entered into for an indefinite period of time and can be terminated at any time by any of the parties for convenience by means of a written notice to the other party at any moment after (but not before) an agreement has been in force for least two (2) years. Any such termination requires a prior written notice and can be effected at the end of the sixth calendar month, following the month in which the said written notice was sent.

- 7.4. Any Agreement under these Terms and Conditions between VIX and Direct Participant or between VIX and Reseller can be terminated with immediate effect in case:
- of default in the performance of any provision of an agreement, after the non-defaulting party has issued a written notice to the defaulting Party and the default is not cured within a reasonable period;
 - Direct Participant or Reseller changes ownership or a substantial amount of its share capital is acquired by a competitor of VIX, as reasonably determined by VIX;
 - Direct Participant or Reseller sells all or a substantial part of its assets, participates in a merger, or other reorganization in which it is not the surviving entity; or
 - Direct Participant or Reseller ceases to do business, becomes unable to pay its debts when they fall due (e.g. according to section of 6.4. of these Terms & Conditions), becomes or is deemed insolvent or bankrupt, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), enters into liquidation whether compulsory or voluntary.
- 7.5. Upon cancellation or termination for any reason of an agreement under these terms and conditions:
- all rights granted to Direct Participant or Reseller shall cease;
 - Direct Participant or Reseller shall cease all activities authorised by their agreement;
 - parties shall immediately pay to each other any sums due to the other party under the agreement;
 - Direct Participant or Reseller shall return to VIX all advertising material and other documents and samples that have been supplied by VIX and that are still in its possession;
- 7.6. The cancellation or downgrading of ports shall not constitute a termination of the Connection agreement. Cancellation or downgrading of ports shall become effective upon a written notice and a at the end of the second calendar month, following the month in which the said written notice was sent.

8. AMENDMENTS, ANNEXES and SUPPLEMENTS

- 8.1. These General Terms and Conditions form an integral part of a Connection Agreement and a Reseller Agreement.
- 8.2. A Connection Agreement according to these terms and conditions includes the following supplements:
- Supplement I: Contact, Address and Invoice Information
 - Supplement II: Fees for VIX Services
 - Supplement III: Additional Information for Remote Connections
- 8.3. Annex 1 to these terms and conditions includes specific terms and conditions for Direct Participants. Annex 2 to these terms and conditions includes specific terms and conditions for Resellers.
- 8.4. Further amendments or supplements to the Connection Agreement are valid only if agreed in writing.
- 8.5. VIX reserves the right to update or modify the articles and clauses of these General Terms and Conditions and of the VIX Connection Agreement and the VIX Reseller Agreement - including Fees, Payment Terms. Changes made to the price and/or pricing model shall become applicable three months following the moment published information in writing about the relevant decision by VIX or about the change of price and/or pricing model, or at a later date if so stated in the communication. Downward price-changes may be applied instantly.

9. LIABILITY

- 9.1. Neither VIX nor Participant or Reseller shall be liable towards any other party for compensation of indirect or consequential damage, including lost profits and damage consisting of or resulting from loss of data or information.
- 9.2. Any liability of VIX towards Participant or Reseller for compensation of material damage directly resulting from the VIX performance or non-performance of this agreement is at all times limited to the amount of fees paid by Participant under Agreements under these Terms and Conditions within the last 24 months from the event.

10. FORCE MAJEURE

- 10.1. An “Event of Force Majeure” means any circumstance not within the reasonable control of the Participant / Reseller and VIX, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be, prevented, avoided or removed by the Participant / Reseller and VIX, and (ii) such circumstance materially and adversely affects the ability of the Participant / Reseller or VIX to perform its obligations under these Terms and Conditions Agreement, and Participant / Reseller and VIX have taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on their abilities to perform their obligations and to mitigate the consequences thereof.
- 10.2. Events of Force Majeure shall include, but not be limited to fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods or other natural calamities and acts of God; explosion, accident, breakage of a plant or equipment, structural collapse, acts of war, invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, rebellion, strikes, lockouts, work stoppage, labour disputes.
- 10.3. Participant / Reseller and VIX shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Force Majeure Event.

11. CONFIDENTIALITY

- 11.1. Participant / Reseller will maintain as confidential all information obtained under its agreement(s) with VIX and will not divulge such information to any person (except to their own employees or subcontractors and then only to those employees or subcontractors who need to know same) without VIX’s prior written consent.
- 11.2. This clause will not extend to
 - information which was rightfully in the possession of the participant / reseller prior to the participation in the VIX,
 - information which was already in the public domain or becomes so at a future date (otherwise than as a result of a breach of this clause or any other confidentiality agreement) or
 - information which is trivial or obvious.
- 11.3. Participant / Reseller will ensure that its employees, subcontractors, assignees or agents are aware of and comply with the requirements of this clause. If requested, the participant / reseller or its employees or subcontractors will sign a confidentiality agreement in a form specified and provided by VIX.

12. APPLICABLE LAW

- 12.1. These terms and conditions are concluded according to Austrian Law. Any dispute concerning the conclusion, interpretation or performance of the VIX Connection Agreement or the VIX Reseller Agreement and its General Terms and Conditions, and any other dispute shall be submitted exclusively to the competent court of law in Vienna, Austria.