

VOIP-IX (a brand of Open Coconut SRL)

General terms and Conditions for Operators

1. Introduction

1.1 VOIP-IX provides Internet Exchange for Internet Operators

1.2 Connection to the exchange point is offered only to Internet Operators with their own AS number registered with one of the Regional Internet Registries.

1.3 Each of the Parties has appointed their own contact persons, who are authorized to represent the Party with binding effect in all matters related to this Agreement, whether technical or other issues. A Party shall notify the other Party in writing how the contact persons can be reached in emergency situations, and shall without delay notify in writing when previously provided information about contact persons has been changed.

2. Technical specifications and provisions

2.1 The Operator shall agree on technical specifications with the VOIP-IX before connection.

2.2 Modifications of technical specifications which, at VOIP-IX's discretion, will have an essential effect on the connection shall be notified in writing or by e-mail to the Operator not later than three (3) months prior to implementation of the modifications. Such major modifications of the technical specifications may be implemented only if a notification has been made, except for such modifications that require immediate action in order to prevent disruptions in VOIP-IX's operations.

2.3 Upon request by VOIP-IX, the Operator shall report its technical specifications and its present and expected traffic volume. The Operator shall cooperate in fault isolation and restoration, if necessary.

3. Connection to the exchange point

3.1 The connection, which can be offered at a certain time, is dependent upon the exchange point's capacity and specifications at such time, the Operator's traffic volume, and the Operator's geographical location and technical conditions. VOIP-IX retains the right, during the Agreement period, to modify the technical specification of connection offered to the Operator, provided that written notification is sent to the Operator not less than three (3) months prior to the implementation of the modification.

3.2 The Operator shall allow VOIP-IX or its subcontractors access to its premises to the extent required to enable connection to the exchange point from the Operator's premises. In the event equipment, which is located at the Operator's premises for the Operator's exchange point connection, requires electricity and/or cooling, such shall be supplied by the Operator.

4. Delivery date

4.1 The agreed delivery date is set forth in the service form order (SOF).

5. Fees and Terms and Conditions of payment

5.1 As set forth in the Agreement, the Operator shall pay the fees for each connection which the Operator has to the exchange point, and, as the case may be, fees related to the work by VOIP-IX's subcontractors in conjunction with disconnection and/or moving the connections, according to the specific price list in force from time to time.

5.2 The fees shall be paid monthly in advance. All fees shall be paid against the invoice with a thirty (30) day due date.

5.3 In the event that no payments have been made by the end of the due date, penalty interest is charged at a rate of 0.05% for each day of late payment of the amount of the payment, but not more than 50% of the amount of the overdue payment.

5.4 VOIP-IX is entitled to increase the amount of fees during the term of the Agreement if VOIP-IX incurs increased costs due to decisions of the Government of the Belgium Kingdom or other authorities, leading to an increase in taxes and other fees. VOIP-IX shall notify the Operator in writing no later than 60 days before such fee increase becomes effective. If the Operator cannot accept such an increase in the amount, then he has the right to initiate termination of the contract.

6. Fault notification and restoration

6.1 If a Party becomes aware of problems or disruptions in VOIP-IX's system or functions, such information shall immediately be reported to the other Party. If problems occur with the Operator's system or functions that may have repercussions for other operators or for VOIP-IX, VOIP-IX shall immediately be notified. Fault reporting to VOIP-IX shall always be made by the Operator. The Operator's customers may not be directed to make fault reports to VOIP-IX directly.

6.2 The Operator shall always conduct a preliminary determination of whether the fault observed most likely originates from the Operator's or from VOIP-IX's equipment. Where the fault is suspected to originate from another operator's equipment, such operator shall, where possible, be contacted directly by the Operator at the same time as VOIP-IX is informed of the fault.

6.3 VOIP-IX has the right to charge the Operator for the cost of fault localization and maintenance or repair work, which is demanded by the Operator and proves to be unwarranted (false alarm") or is caused by a party other than VOIP-IX if the Operator has failed to do a thorough fault localization prior to fault notification.

6.4 Fault reports should be sent to noc@voip-ix.net.

7. Operation and maintenance

7.1 In the event of a disruption in the operation of the exchange point functions as a result of technical faults or maintenance for which VOIP-IX is responsible, wholly or partly, the Operator is entitled to compensation if the disruption lasts longer than 8 consecutive hours. Compensation will be paid with 1/365 of the paid annual fee for each calendar day when such disruption occurs. A refund to the Operator shall be made not later than 30 days after the end of the month during which the disruption took place, provided that the Operator has made a claim for refund in writing within 60 days from the disruption. If the claim is made later, the Operator has no right to a refund.

7.2 Operation disruption as stated above in section 7.1 means a period of time during which functions are completely lost.

7.3 Operation disruption according to section 7.1 does not include disruption resulting from scheduled maintenance. The Operator shall be notified of scheduled maintenance by e-mail to the designated administrative contact person no later than 5 working days in advance.

8. VOIP-IX's equipment

8.1 In the event that equipment belonging to VOIP-IX is located at the Operator's premises, the Operator is responsible for keeping the equipment in such a manner that it is not accessible to unauthorized persons.

8.2 The Operator shall provide VOIP-IX with access to VOIP-IX's equipment whenever necessary.

9. Disconnection of the Operator's connection

9.1 Following written notice to the Operator, VOIP-IX may disconnect the Operator's connection to the exchange point without the Operator being entitled to make any claims for compensation, if the Operator:

- a) fails to pay the fees within 60 days from the invoice's due date; or
- b) despite notification, does not disconnect equipment which disrupts VOIP-IX's or other operator's equipment, or operations,

9.2 The Operator shall pay fees according to the Agreement during the period in which the connection is disconnected in accordance with section 9.1 above.

10. Disruption of traffic, etc.

10.1 The Operator is responsible for monitoring its connection and equipment so that disruptions do not occur in VOIP-IX's or other Operators' traffic or operations. Where disruptions cannot be avoided in any other manner, the Operator shall immediately disconnect its equipment from

the exchange point. Notification regarding such disruptions shall immediately be submitted to VOIP-IX. Where disruptions have occurred, the Operator shall, upon request, allow VOIP-IX the possibility to examine the connection equipment and related equipment for fault localization.

10.2 Traffic may only be sent to destinations in respect of which the Operator has agreed in advance upon an exchange of traffic.

10.3 VOIP-IX is not in any event liable to the Operator for disruptions caused by another operator.

11. Routing exchange, etc.

11.1 The Operator shall, as soon as possible after connection to the exchange point, for the benefit of other operators and VOIP-IX, publish its routing policy, if possible by registering the policy with RIPE NCC (Reseaux Internet Protocol Europeens Network Coordination Centre) pursuant to the valid RPSL-policy.

11.2 Routing may not be exchanged over the exchange point with routing protocols employing multicast or broadcast, such as, for example, routing protocols RIP (Routing Information Protocol) or OSPF (Open Shortest Path First).

11.3 Private AS numbers, i. e. AS numbers that have not been obtained through an allocation from RIPE NCC or other RIR may only be used in an exchange point if they have been coordinated and approved in writing by VOIP-IX. Routing information, which is exported to other destinations on the Internet, may not contain private AS numbers.

11.4 The Operator may not use static routing or default routing (routing where all traffic to an address, which is unknown to the router, is forwarded to a particular destination), in conjunction with directing traffic over the exchange point unless all operators that are affected by the traffic exchange gives prior consent to such routing.

12. Limitation of liability and damages

12.1 The Parties are not in any event liable for indirect damage, such as, for example, lost profit, diminished production or business turnover, inability to fulfill obligations to third parties or loss of benefit of the Agreement.

12.2 Any claim for compensation for faults or damage must be presented in writing by a Party to the other Party within 60 days after the fault or damage occurred.

12.3 Notwithstanding any other provisions in this Agreement, VOIP-IX's liability per incident shall, regardless of reason, always be limited to an amount corresponding to the agreed annual fee for the 12-months agreement period during which the damage occurred.

12.4 VOIP-IX only provides technical service and does not assume any liability for how the service is used by the Operator. Each Operator is responsible for its operations. In the event that VOIP-IX is held liable for any form of operations conducted or action taken by the Operator, the Operator undertakes to indemnify VOIP-IX for all costs that might occur fully.

12.5 A Party's obligations pursuant to this Agreement shall be conditional upon such obligation not being prevented or made unreasonably burdensome as a result of circumstances over which

the party has no control and which could not reasonably be foreseen at the time the Agreement was entered into. The following are inter alia causes for an excuse of performance: labor conflict, fire, lightning, war, acts of terror, mobilization, currency exchange restrictions, public authority regulations, general shortage of goods, unauthorized data access, or similar occurrences. In order for a Party to have the right to invoke such ground for an excuse of performance, the other Party shall be immediately notified in writing regarding the occurrence. A ground for an excuse of performance shall excuse a Party from full performance of its obligations at the agreed time and for such time thereafter as full performance must be postponed because of the occurrence. This shall apply regardless of whether the ground for an excuse of performance arose prior to, or subsequent to, the contracted delivery date. If a ground for an excuse of performance remains for more than a consecutive three months period, either Party may terminate the Agreement with immediate effect.

13. Term of the Agreement and termination

13.1 The Initial Term of the Agreement shall be one (1) month. If a Party has not terminated the Agreement at least one (1) months prior to the expiration of the term of the Agreement, the Agreement shall be extended by one month each time, with a one (1) month mutual termination period. Termination shall be made in writing by the stated administrative contact or authorized signatory to the other Party's stated administrative contact person.

13.2 Where a Party has committed a material breach of contract and has not rectified such breach within 15 days following receipt of a written request, therefore from the other Party, the latter Party has the right to terminate the Agreement immediately. Such circumstances which entitle VOIP-IX to discontinue the Operator's connection as stated in section 9 shall always be deemed to constitute a material breach of contract irrespective of whether VOIP-IX discontinues the connection or not.

13.3 A Party is entitled to terminate the Agreement with immediate effect where the other party suspends payment, has commenced composition proceedings, has been placed into liquidation, placed into bankruptcy, or is otherwise insolvent.

13.4 In case the Operator is notified of an adjustment of the Agreement pursuant to section 14.1 below, the Operator, provided the adjustment subsequently takes effect, is entitled to terminate the Agreement with sixty (15) days of written notice from such notification. Paid fee is not refunded.

13.5 The Operator may terminate the Contract or all or part of the Services with respect to one or more orders in writing at any time, without resulting in a termination of the Contract. The parties shall agree on the date on which the termination will take effect, taking into account the technical specificities of the Service(s). VOIP-IX will send a written confirmation of the effective date of termination. If the Operator terminates the Agreement or puts an end to all or part of the Service with respect to one or more orders prior to the end of its Initial Term of the Agreement. In that case, full compensation shall be payable to VOIP-IX amounting to 100% of the amounts payable by the Customer for the Service that has been terminated on the order, as from the date

on which the Service was terminated on the order until the end date of the Initial Term of the Service in question.

14. Amendments and supplements to the Agreement

14.1 VOIP-IX is entitled to make adjustments to the Agreement during the agreement period, provided VOIP-IX notifies the Operator in writing not less than ninety (90) days prior to such adjustment taking effect.

14.2 Where amendments to this Agreement are required as a result of changes in law, or decisions by governmental authorities, the Parties shall jointly commence negotiations regarding how the Agreement should be amended in order to best adapt to the new law or decision by the governmental authority.

15. Confidentiality etc.

Each Party undertakes to observe confidentiality with respect to information obtained from the other Party as a result of the Agreement. The Operator is obliged to store all documents received from VOIP-IX, which are marked "confidential" in a manner such that they cannot come into the possession of third parties. "Document" means, in addition to paper documents, all other forms of information-storage objects. The Operator and VOIP-IX are obliged to comply with the other Party's notified instructions for ensuring confidentiality.

15.2 Notwithstanding the above VOIP-IX is entitled to disclose the Operator's administrative and technical contacts.

15.3 A Party is entitled to disclose confidential information if the Party is required by a court of competent jurisdiction or by another statutory, fiscal, or other authority to disclose the information due to mandatory law. In such a case, the Party is obliged to, without delay, inform the other Party.

16. Assignment of the Agreement

16.1 A Part may not assign its rights and obligations under this Agreement to another party without the prior written consent of the other Party.

17. Notice

17.1 Adjustments of the Agreement in accordance with section 14, termination or any other notices to be given by a party under this Agreement (hereinafter called a Notice) shall be deemed to be valid and effective if sent by e-mail, personally served on the other party, sent by mail or by telefax to the addresses stated in the Contract, or subsequently changed addresses. A Notice shall be deemed to have been given:

- a) in case of an e-mail, when the e-mail is sent, provided receipt is confirmed by the other party,
- b) in the case of personal service: at the time of service;
- c) in the case of mail: at the latest seven days after the date of mailing;

Changes of address shall be notified to the other Party without delay.

18. Disputes

18.1 Any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally settled by the Permanent Court of Arbitration (PCA), Den Haag, the Netherlands.

The language to be used in the arbitral proceedings shall be English.

18.2 Notwithstanding the provisions of section 18.1, VOIP-IX is entitled to institute an action before a court of general jurisdiction or enforcement service with respect to overdue fees.

19. Governing law

19.1 This Agreement shall be governed by the substantive law of Belgium.