

NIXI Connection Agreement

This Agreement is executed on this day of

between

..... With Registered Office at-----
hereinafter referred to as “Member”

And

*The Chief Executive Officer,
National Internet Exchange of India,
6C,6D,6E,Hansalaya Building 15, Barakhamba Road, New Delhi-110001
India hereinafter referred to as “NIXI”*

WHEREAS NIXI is established to be a neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic.

AND WHEREAS the Member is an ISP duly licensed by the Government of India (“Licensor”) to provide Internet services in India in accordance with the terms of the License granted to it.

NOW the Member and NIXI agree as follows:

1. Definitions

“**ASN**” means Autonomous System Number, which is a globally unique identifier for Autonomous Systems. An Autonomous System (AS) is a group of IP networks having a single clearly defined routing policy, run by one or more network operators.

“**BGP**” means Border Gateway Protocol which is a [protocol](#) for exchanging routing information between [gateway hosts](#) (each with its own [router](#)) in a network of [autonomous systems](#). BGP is often the protocol used between gateway hosts on the Internet. The routing table contains a list of known routers, the addresses they can reach, and a cost [metric](#) associated with the path to each router so that the best available route is chosen.

“**Connection**” means the physical connection of the peering router of ISP to the NIXI shared medium (e.g. LAN switch), which is not allowed to go beyond the premises of the respective Housing Site.

“**Core Area**” is the Room, cage or otherwise dedicated and separated rack space at the Housing Site where the NIXI equipments (e.g. LAN switch) is located.

“**Housing Site**” is the Physical location at which the NIXI is present, and where the peering router of ISP is located.

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1

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“**ISP**” shall mean an Internet Service Provider, having valid ISP License issued by the Government of India. The term ISP shall include those Internet Service Providers also who have got their License amended for providing Internet Telephony

“**Member**” is an ISP who wants to connect to NIXI and avail of its services under the terms and conditions of this agreement.

“**Member Equipment**” is any equipment owned by, leased to, or otherwise controlled by a Member, who is here referred to as the 'owner' irrespective of the actual method of control.

2. Services provided by NIXI to Member

NIXI shall:

- a) provide and maintain the Connection for Member.
- b) provide rack space to the Member at its site.
- c) allow access to the Core Area only to authorized personnel of Member under supervision of NIXI staff
- d) provide 24 x 7 watch of the Member equipment
- e) provide installation & support services
- f) provide network management related services
- g) provide any other services as decided by the NIXI Board

3. Responsibilities of Member

Member shall

- a) make payments to NIXI as per the Financial Schedule as applicable to the Member by the due date. No refund of charges will be made under any circumstances.
- b) at his own cost ensure the faultless connection of its Network through Leased line (or any other connecting medium such as Radio link, VSAT, Fibre, ATM, Frame relay etc.) to the NIXI network, as per the Technical Requirements of NIXI.
- c) Be solely responsible for all charges (including insurance, maintenance, repairs, configuration, operation etc) related to the Member Equipment.
- d) provide 24x7 operational contact details for the use of NIXI staff and other NIXI Members as required by NIXI.
- e) ensure that its usage of the Connection / NIXI's network is not detrimental in any way and does not cause damage to the NIXI network / infrastructure or to the usage of NIXI by the other Members or to the traffic exchange thereon.
- f) Insure its equipments (including third party insurance) while it is in the NIXI racks.
- g) not hold NIXI responsible for the content of its traffic being transmitted through NIXI network
- h) Be solely responsible for the Member's own violation of the conditions of it's the ISP License(s) issued to it by the Department of Telecom, Ministry of Communications & IT, under which he is authorized to provide Internet Services and connect to NIXI

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2

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4. Connecting Rules at NIXI to be adhered by Member

- a) Members shall have an ASN (Autonomous System Number) and use BGP4(+) for peering.
- b) The Autonomous System Number, which the Member provides to NIXI, should be visible from the NIXI router.
- c) Member shall not hand over international traffic at NIXI.
- d) Member shall handover its traffic to the NIXI PoP which is nearest to the destination of the traffic.
- e) Member may allow other ISP's to connect to NIXI and handover their traffic through its own facilities. Member in that case will advertise the ASN of such ISPs connecting through it. Member shall have its own agreement with the ISPs connected through it, requiring such ISPs to adhere to the terms and conditions of this Agreement.
- f) Member shall not use NIXI Services to carry out any illegal or unauthorized activities.
- g) Members will be allowed to do bilateral peering/transit amongst themselves without using the NIXI switches or any other NIXI networking equipment.

5. Peering Policy of NIXI

NIXI has adopted a multilateral peering policy. Member ISPs shall not refuse to accept traffic from other members.

6. NON COMPETE

NIXI is a neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic and shall not compete with the business of Member ISPs.

7. Membership Status

Submission of this Agreement along with the Connection form does not guarantee membership to NIXI. The membership shall be deemed to be granted only after the application and agreement is approved by the NIXI board. On granting of the membership, the Member shall be entitled to all the rights described in the Bye-Laws/ Articles of Association of NIXI including offering candidature to be elected on NIXI Board as and when permissible.

8. Warranties & Representations

Member represents that it possesses a valid License issued by the Department of Telecom, Ministry of Communications & IT to provide Internet Services, a copy of which has been provided to NIXI along with this Agreement.

NIXI represents that it is a neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic, a copy of which has been provided to the Member.

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3

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9. Non-compliance

Any Violation of the provisions of this agreement including the Payment schedule and technical requirement may result in immediate disconnection from the Services, termination of membership, financial penalties or any other action at the sole discretion of the NIXI Board.

10. Fee & Mode of Payment

Member is liable to make payments of the dues by the due dates in accordance with the Routing and Tariff Policy as applicable and amended from time to time. Non payment of the dues by the due date will be deemed to be non-compliance of the terms of this agreement.

11. Intellectual Property Rights

All logos, trademarks, copyrights and other intellectual property rights remain the property of its respective owners. This Agreement in no way grants any right to a party to use the intellectual property of the other party.

12. Insurance and Liability

NIXI shall take all precautions to ensure that no damage is caused to the Member Equipment; however, NIXI shall not be liable for any loss or damage, howsoever caused, to the Member Equipment. Member is solely responsible to get its equipment insured.

13. TERM and TERMINATION

This Agreement shall come into force upon approval by the Board of NIXI or personnel duly authorized by NIXI Board for this purpose and shall remain in force until its termination in accordance with the provisions of this Agreement.

Either Party may terminate this Agreement by giving a written notice of 3 Calendar months to the other.

Notwithstanding anything said in this Agreement NIXI reserves the right to immediately disconnect a member and suspend services to it at any time on having reasonable knowledge of any violation of this Agreement or other terms and conditions that will be communicated to the Member from time to time by NIXI.

14. Severability

If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in force unaffected.

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4

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15. Relationship

The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture between the parties.

16. Force Majeure

If performance of either party is prevented because of the occurrence of force majeure or unforeseen circumstances, beyond the reasonable control of the parties, such occurrence shall not constitute a breach of this agreement.

17. Indemnity

The Parties to this Agreement shall indemnify and hold each other harmless from and against all direct, indirect, incidental or consequential liabilities, demands, losses, costs and actual expenses suffered or incurred by or awarded against either Party in consequence of or arising out of any actions of the other Party that is in breach of its obligations, warranties, representations under this agreement or are otherwise in violation of the existing laws.

18. Dispute Resolution & Applicable Law

Any disputes arising out of to this agreement shall be resolved through arbitration, conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996. The award rendered by the arbitrator shall be final & binding upon the parties.

The venue of arbitration shall be New Delhi and for all further legal proceedings pertaining to the terms and conditions enshrined in the agreement, the jurisdiction shall be Delhi High Court. The cost of arbitration shall be borne equally by both the parties.

The authorized signatories of the Parties have set their hands on the date mentioned herein-above.

For NIXI

For the Member

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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5

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