



CONTRACT NO. XXXH/2015

ETISALAT SMARTHUB INTERNET EXCHANGE (Etisalat SmartHub IX)

Participant Agreement

For

[Customer Name and Details]

The Etisalat SmartHub Internet Exchange (SmartHub IX) Participant Agreement (the "Agreement") is made by and between

Emirates Telecommunications Corporation-Etisalat, a United Arab Emirates Corporation, having its office situated at the intersection of Sheikh Zayed II Street and Sheikh Rashid Bin Saeed Al Maktoum Road, P. B. No. 3838, Abu Dhabi, United Arab Emirates ("Etisalat") andhaving its office situated at("Participant").

WITNESSETH:

WHEREAS, Etisalat has made certain facilities available for interconnection and exchange of IP traffic known as the Etisalat SmartHub Internet Exchange (**Etisalat SmartHub IX**).

WHEREAS, the Participant wishes to utilize such Etisalat SmartHub IX facility to interconnect to other participants under separate participant agreements and Etisalat is willing to grant Participant non-exclusive use of the Etisalat SmartHub IX facility for such purpose under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and for other good and valuable consideration, Etisalat and Participant hereby agree as follows:

1. Incorporation of Documents and Controlling Provisions.

This Agreement consists of a) the Etisalat SmartHub IX Terms and Conditions, b) Etisalat SmartHub Internet Exchange Operations Policy attached hereto as Appendix I and c) Technical requirements for SmartHub Internet Exchange as Appendix II. This Agreement constitutes the complete and exclusive statement of the understanding between Etisalat and the Participant and supersedes all proposals and prior agreements (oral or written) relating to service provided hereunder. In the event, any provision of this Agreement conflicts with any statute, rule or order of any governmental unit or regulatory body then, if required by law, such statute, rule or order shall be applied.

2. Participants & Etisalat's Obligations.

- a) The participant is to bear their own costs for the provision of routing capacity and hardware systems at their own end of the link. The costs of each Participant's connection to the Etisalat SmartHub IX, including set up and ongoing costs are to be borne by the Participant. In consideration of the cooperation of the Participant and other participants (the "Parties"), there are to be no charges made between the Parties for the Etisalat SmartHub IX service.
- b) This Agreement is for the provision of an exchange mechanism between the Parties, for the mutual and free exchange of all and any Internet Protocol (IP) units of data between the Parties. The participant is permitted to block, using packet filters or other means, any traffic, which is to the detriment of the Participant's business. In the case of such blocking, the Participant should notify the blocked participant(s) as soon as it is reasonable and practical. The Participant and Etisalat acknowledge that

they do not intend to monitor their networks and systems and cannot be responsible for content of information transferred.

- c) IP peering between the Participant and other Etisalat SmartHub IX participants will be accomplished via the Border Gateway Protocol (BGP) and/or future recommendations of the Internet Engineering Task Force (IETF). The Participant agrees to maintain a current BGP version. All routes and networks exchanged, and the routing policy governing this, will be registered with the proper agency.
- d) Participant agrees to use one router per port licensed.
- e) Etisalat and the Participant agree to cooperate to ensure what they believe to be an efficient use of the Etisalat SmartHub IX by their relevant applications. If in the opinion of either Etisalat or the Participant there are significant breaches of the conditions of this Agreement, either Etisalat or the Participant may unilaterally terminate this Agreement in accordance with Section 12 below. In practice, however, Etisalat and the Participant would expect to resolve any such issues through discussion prior to considering such unilateral termination.
- f) All participants must have a registered AS number and a routing registry which must be used while connecting to SMARTHUB IX. A policy for announcement to or from peers and a role account e-mail address for peering as well as an email address and telephone number for the primary peering contract must be registered. Participants should only use the IP addresses and net masks assigned by SMARTHUB for its connection to SMARTHUB IX.
- g) Participants will not (and will not allow or assist any third party to do so) connect to the Switch via Layer 2 switching devices nor from a remote location via a long distance Ethernet connection unless specifically authorized to do so by SMARTHUB IX in writing, at its sole discretion. In the event SmartHub IX approves any remote connection, participant will be required to sign and adhere to terms to the Remote and Switch-Switch Peering Requirements Document.
- h) Participant must not conduct any activity that violates SMARTHUB IX policies (General, Exchange Policies and Technical requirements), in addition Customer should refrain from exchanging multicast routes or traffic, which may occur only with prior written approval and all traffic on the Exchange should be sent directly to or received directly from a peering network.

3. Term and Termination. This Agreement shall remain in effect until terminated by either Party upon no less than sixty (60) days' prior written notice. Etisalat may terminate this Agreement or suspend service hereunder at any time upon: (a) any failure of Participant to pay any undisputed amounts as provided in this Agreement; (b) any breach by Participant, to any material provision of this Agreement continuing for thirty (30) days after receipt of notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Participant; or (d) any government prohibition or required alternation of services to be provided hereunder or any violation of applicable law, rules or regulations. Participant may terminate this Agreement at any time upon receipt of notice from Etisalat of price increase as mentioned in Section 6 below. The Parties' rights and obligations, which by their nature would extend beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

4. Termination for Convenience. Either party may terminate this Agreement for its convenience if the other party attempts to assign this Agreement or any of the other party's duties or obligations under this Agreement to a direct competitor of that party or any party that is materially adverse (e.g. assignment to a company that is a national security concern, to a company that sued the parties in a court without reason, or to a fraudulent company).

5. Commencement Date and Duration. For the purpose of this Agreement, the Commencement Date shall be 26th July 2015, the date of activation of link.



The period of this agreement shall start from the aforementioned date and shall continue for a period of one year (12 calendar months). This agreement shall be renewed on mutual understanding for a consecutive period of one year each, unless, either party gives the other party a written notice of its intention to terminate this agreement at least sixty days prior to the end of the existing period.

6. Charges and Payment. As an initial offer, Etisalat agrees not to charge any fee to the Participant for SmartHub IX port for the first 12 months.

Thereafter, Participant shall pay Etisalat for SmartHub IX 10 Gig port service US\$ 3,299/- (US Dollar Three Thousand Two Hundred and Ninety Nine) per month ('Monthly Service Charges') and One Time Charge of US\$ 2,200/- (US Dollar Two Thousand Two Hundred Only) from the expiry of the first year (26th July 2016). Monthly Service Charges and One Time Charges collectively are hereinafter referred to as 'Fees'. Monthly Service Charges shall be invoiced quarterly 30 days in advance, payable 30 days after the date of invoice. The first month's charge shall be prorated, if service is not provided for a complete month period. In the event that Participant fails to pay the Fees set forth in this Section 6 within 30 days after the date of invoice, such unpaid amounts shall bear interest from the date due until paid at a rate equal to 1.5% per month of such past due payment. In addition, Participant agrees to a late charge equal to 5% of such past due payment as agreed liquidated amount in compensation for Etisalat's administrative expenses relating to such late payment. Etisalat reserves the right to adjust such fees upon ninety (90) days written notice in order to reflect cost changes driven by technology changes.

7. Etisalat SmartHub IX Support Work. At Participant request, Etisalat will respond to reports of service interruption and shall use reasonable care in resolving all problems regarding **Etisalat SmartHub IX** in conformance with industry standards.

8. Service Changes. Etisalat may substitute, change or rearrange its equipment or facilities as necessary to maintain or improve the technical parameters of the services provided.

9. Service Interruption. Etisalat will grant a credit allowance for service interruption in excess of 24 hours; such allowance shall be calculated and credited one (1) day increments. A service interruption will be deemed to have occurred only if service becomes unusable to Participant, as a result of failure of Etisalat's facilities, equipment, or human error and where such interruption is not the result of: a) the negligence or acts of Participant or its agents; b) the failure or malfunction of equipment or systems not provided by Etisalat; c) circumstances or causes beyond the control of Etisalat; or d) a service interruption caused by scheduled service maintenance, alteration, or implementation. The foregoing states Participant's sole remedy for service interruption under the Agreement. In no event shall Etisalat be liable for harm to business lost revenues, lost savings, or lost profits suffered by Participant, regardless of the form of motion, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind, whether active or passive.

10. Limitation of Etisalat Liability. Etisalat's aggregate liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Etisalat by Participant for the specific service giving rise to the claim for the 12 months preceding the claim. Notwithstanding the foregoing, Etisalat shall not be liable for any indirect, exemplary, incorrect, incidental, consequential, punitive or special damages. No action or proceeding against Etisalat shall be commenced more than one year after service is rendered. The limitations in this Section 10, apply to all causes of action or claims in the aggregate including, without limitation, breach of contract, breach of warranty, indemnity, strict liability, misrepresentations, and other torts.

11. Disclaimer of Warranties. There are no warranties, representations or agreements, expressed or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose, except those expressly set forth herein.



12. Termination. In the event that Participant cancels or terminates service for any reason, Participant agrees to pay Etisalat; a) all outstanding Fees and other charges specified in Section 6 above, and reasonably expended by Etisalat to establish service to Participant.

13. Default. In the event Participant fails to pay monthly or other fees within fifteen (15) days of Etisalat's written notice to Participant of its failure to pay when due and demand for the immediate payment thereof, Etisalat may at its sole discretion take any or all of the following actions; i) prohibit Participant access to and use of the Etisalat SmartHub IX; ii) restrict vendor access to work on Participant's equipment and/or circuits and iii) terminate this Agreement. In the event Participant fails to perform or comply with any other provision of this Agreement within ten (10) days of Etisalat's written notice to Participant of its failure to so perform or comply, Etisalat may terminate this Agreement. Participant shall in any event remain fully liable for damages as provided by law and for all costs and expense incurred by Etisalat on account of such default, including reasonable attorney's fees. Participant obligation to pay all fees and charges which have been accrued shall survive any termination of this Agreement.

14. Participant Liability; Indemnity. The Participant shall be liable for all damages to Etisalat equipment, facilities and systems which is directly caused by: (a) negligent or willful acts or omissions of the Participant or its agents, employees, or suppliers, or (b) malfunction or failure of any equipment or facilities provided by the Participant or its agents, employees or suppliers. Further, Participant shall indemnify, defend and hold Etisalat and its officers, directors, employees, agents contractors and affiliates, harmless from and against any losses, claims, liabilities, suits, damages, costs and expenses (including reasonable attorney's fees and costs) arising from any claims to the extent such claims arise out of or in connection with any breach of any of the Participant's covenants hereunder.

15. Assignment. Subject to Section 4 above, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld; provided, however, that each Party will have the right to assign this Agreement in whole (and its rights hereunder) to its Affiliate with notification in writing to the other party; and in connection with any reorganization, with notification in writing to the other party. This Agreement shall apply to any permitted transferees or assignees. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.

16. Amendments. Any amendments, additions or modifications to this agreement shall be mutually agreed between the parties and shall be produced in writing.

17. Enforceability. If any provision of this Agreement is held by a court to be invalid, void or unenforceable, the remainder provisions of this Agreement shall nevertheless remain unimpaired and in effect.

18. No Agency Relationship Implied. No license, joint venture or partnership, express or implied is granted by Etisalat pursuant to this Agreement.

19. Confidentiality. Participant and Etisalat agree to maintain in strict confidence all plans, designs, drawings, trade secrets, and other proprietary information of the other which is disclosed pursuant to this Agreement. No obligation of confidentiality shall apply to disclosed information which the recipient a) already possessed without obligation of confidentiality; b) develops independently; or c) rightfully receives without obligation from a third party.



20. Publicity and Publication. Etisalat shall have the right to publish information about the SmartHub IX and shall have the right to disclose Participant's participation to the **Etisalat SmartHub IX** and/or disclose the lists of Participants names and details.

21. Force Majeure. Etisalat shall not be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by an event of Force Majeure, including but not limited to, fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, or any other causes beyond their reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure condition ceases.

22. Governing Law. This Agreement shall be governed by the laws of the United Arab Emirates. In any action between the parties to enforce any material provision of this Agreement, the prevailing Party shall be entitled to recover its legal fees and court costs from the non-prevailing Party in addition to whatever other relief a court may award.

23. Notices. All notices, reports, requests or other communications given pursuant to this Agreement shall be made in writing, shall be delivered by hand delivery, overnight courier service or confirmed facsimile transmission, shall be deemed to have been duly given when delivered, and shall be addressed as follows:

To Participant:

Xxxxxxxxxx
 Attention: XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX
 XXXXXXXXXXXX
 Tel: +1-650-319-8930

To ETISALAT:

Emirates Telecommunication Corporation (Etisalat)
 HOB-B, Contracts Division
 7th Floor, Electra Street
 P.O.Box-3838
 Abu Dhabi, United Arab Emirates
 Attention: Vice President-Contracts
 Tel: +971 2 6182104

24. Entire Agreement. The Agreement constitutes the entire agreement between Etisalat and Participant with respect to the use of the Etisalat SmartHub IX, and may be modified only by a written instrument signed by a duly authorized officer on behalf of each party. No representation of statement not contained in this Agreement shall be binding upon Etisalat as a warranty or otherwise.

25. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforce as if such illegal, invalid or unenforceable provision had never been comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.



**Emirates Telecommunications
Corporation-Etisalat**

XXXXXXXXXXXX

Signature

MOHAMMAD HARIB

Name

Senior Vice President/Contracts and
Administration

Title

Signature

XXXXXXXXXX

Name

XXXXXXXXXXXXXXXXXXXX

Title



Appendix - I

Etisalat SmartHub Internet Exchange Operations Policy

Mission

Etisalat is committed to providing a high quality, secure and neutral Exchange Point Service for the benefit of the Internet Service Providers and the Internet community. To accomplish this task, ETISALAT will provide its service equally to all and commits itself to providing state-of-the-art platforms moving toward the future.

The Etisalat Internet Exchange Services was started in an effort to enhance the internet backbone by allowing Internet Service providers to co-locate in a high quality neutral facility with 24x7 support. These services provide an Exchange Point that will facilitate peering amongst ISP's for the benefit of the Internet community.

While the ETISALAT SmartHub Internet Exchange Services are managed and operated by ETISALAT, ETISALAT will have an open dialog with all of the Exchange Point participants. A majordomo email list has been created for each Exchange Point Service to facilitate communication and coordination of issues and suggestions regarding the Exchange Point. ETISALAT will take under consideration technical or administrative issues raised by participants. ETISALAT will endeavor to support consensus opinions.

Neutrality

ETISALAT is a NEUTRAL facility.

ETISALAT will not interfere in any peering agreements made between participants.

Non-Discrimination

ETISALAT will not discriminate against customers for any reason

State-of-the-art Platform

ETISALAT commits itself to provide a "state-of-the-art" platform for the SmartHub Internet Exchange Services. The platform of the Internet Exchange Service can change as the requirements of the participant's change, to ensure seamless peering for its participants via the exchange point. ETISALAT does not adhere to a particular hardware vendor due to the nature of its neutrality in order to provide the best solution available for its Internet Exchange Services.

Monitoring

ETISALAT reserves the right to monitor and/or analyze traffic at the exchange point for the exchange point management, statistics, or troubleshooting purposes.

Confidentiality

ETISALAT reserves the right to disclose the Exchange Point traffic statistics as a whole to the public. However, ETISALAT will not disclose any traffic information of an individual customer to the public for any reason.

Settlement

ETISALAT will endeavor to solve any disagreements among SmartHub Exchange participants. Should any participant violate any rule or agreement of the Exchange, a written notice will be sent to all Exchange participants disclosing the violation. In such cases, if no settlement can be made after intensive effort, the participant may be eliminated upon written request to ETISALAT by a majority of the participants. ETISALAT does not have the right to remove participants without other Exchange participant consensus except in such cases as violation of contract for other ETISALAT services.



SmartHub Exchange Rules of Conduct

1. Participants are required to adhere to ETISALAT SmartHub physical security procedures when entering or exiting ETISALAT facilities.
2. Participants are required to keep ETISALAT notified of and up to date list of authorized contacts of their company.
3. Participants should provide 7 days prior notice to ETISALAT when authorized participants are expected to visit ETISALAT facilities.
4. Participant must show proper identification and be on the authorized access list of the participating member to enter the facility.
5. The authorized participant will stay in the common areas or only in the general vicinity of their own participant equipment.
6. The authorized participant/visitor will not touch/work on any equipment except their own.
7. Authorized participant visitor agrees to abide to any posting restricting access.
8. Authorized participant visitors agree to a “non-disclosure clause” regarding other ETISALAT clients that may also be co-located at the ETISALAT facilities.
9. By accessing ETISALAT facilities, participant members and their authorized staff automatically agree to these “Rules of Conduct”.
10. Failure to comply with these rules will result in a review of the participant's access.

Mailing List

The majordomo mail lists for the ETISALAT Internet Exchange Services is as follows:

Etisalat SmartHub Internet Exchange (**Etisalat SmartHub IX**):

To subscribe to the mail list, send an email with the Title SUBSCRIBE and SUBSCRIBE in the text body and upon approval of the majordomo administrator, you will be added to the mailing list.



Appendix - II

Technical Requirements for SmartHub Internet Exchange

TABLE OF CONTENTS

1	TABLE OF CONTENTS	9
2	PURPOSE	10
3	INTERNET STANDARDS	10
4	PHYSICAL LAYER	10
5	DATA-LINK LAYER	10
6	IP LAYER	11
7	IP ROUTING.....	11
8	IP FORWARDING	11

1 PURPOSE

The following sections draft the technical requirements for connecting a member to SmartHub IX. The term 'SmartHub IX' is used in this document to mean either the network or the IX administration, depending on the context. The term 'member' in this document refers to the member or participant connecting their device to SmartHub IX.

2 INTERNET STANDARDS

- 2.1. The member shall at all times conform to the relevant standards as laid out in STD0001: Internet Official Protocol Standards (currently RFC 5000) and associated Internet STD documents.

3 PHYSICAL LAYER

- 3.1. It is recommended that GigE and higher speed interfaces be configured as auto negotiating.
- 3.2. SmartHub IX can only provide fibre-optic Ethernet interfaces with bandwidths of either 10Gbps or 1Gbps. No copper-based interfaces are currently available.
- 3.3. The fibre-optic Ethernet ports can either be 10GE-LR or GE-LX.

4 DATA-LINK LAYER

- 4.1. Frames forwarded to Etisalat ports shall have one of the following ether types:
 - a) 0x0800 - IPv4
 - b) 0x0806 - ARP
 - c) 0x86dd - IPv6
- 4.2. Frames forwarded to a member interface on SmartHub IX shall all have the same source MAC address.
- 4.3. Frames forwarded to SmartHub IX ports shall not be addressed to a multicast or broadcast MAC destination address, except for:
 - 4.3.1. broadcast ARP packets
 - 4.3.2. multicast IPv6 Neighbour Discovery (ND) packets
- 4.4. Traffic for link-local protocols shall not be forwarded to SmartHub IX ports except for the following:
 - 4.4.1. ARP, except for proxy ARP
 - 4.4.2. IPv6 ND
- 4.5. These prohibited link-local protocols include, but are not limited to, the following list:
 - 4.5.1. IRDP
 - 4.5.2. ICMP redirects
 - 4.5.3. IEEE802 Spanning Tree
 - 4.5.4. Vendor proprietary discovery protocols (e.g. CDP)
 - 4.5.5. Interior routing protocol broad/multicasts (e.g. OSPF, IS-IS, IGRP, EIGRP)
 - 4.5.6. BOOTP/DHCP
 - 4.5.7. PIM-SM
 - 4.5.8. PIM-DM
 - 4.5.9. DVMRP
- 4.6. ARP traffic shall not exceed 20 packets per second, per port/VLAN.
- 4.7. The standard Ethernet MTU size is 1554.
- 4.8. To cover speeds between 1Gbps and 10Gbps, multiples of 1GigE can be configured for link aggregation.
- 4.9. To cover speeds between 10Gbps and 100Gbps, multiples of 10GigE can be configured for link aggregation.

5 IP LAYER

- 5.1. For public peering, members must use IP addresses and netmasks assigned to them by SmartHub IX for peering.
- 5.2. IPv6 addresses (link and global scope) shall be explicitly configured and not auto-configured.
- 5.3. IPv6 site-local addresses shall not be used.
- 5.4. IP packets addressed to SmartHub IX directed broadcast address will not be automatically forwarded to SmartHub IX ports.
- 5.5. The standard IP MTU size is 1500.

6 IP ROUTING

- 6.1. This is an Internet Exchange Point and, therefore, no transit is allowed, i.e. members should not pass traffic to SmartHub IX that is destined to networks that are not part of the members of SmartHub IX .
- 6.2. All members must not abuse peering relationships by doing any of the following non-exhaustive list:
 - 6.2.1. pointing defaults
 - 6.2.2. resetting next hop
 - 6.2.3. selling, bartering, trading or giving either routes or next hop to third parties (SmartHub IX non-members)
 - 6.2.4. leaking routes to third parties (SmartHub IX non-members)
- 6.3. It is recommended that peers maintain consistent route announcements across all peering sessions.
- 6.4. The exchange of routes via SmartHub IX shall only be via BGP-4.
- 6.5. AS numbers used in BGP-4 sessions across SmartHub IX shall not be from ranges reserved for private use. The only exception to this is when a BGP speaker is collecting routing information for analysis and not for immediate routing decisions. In this case, the BGP speaker may use a private AS number but shall not advertise any routes.
- 6.6. SmartHub IX members are encouraged to aggregate their routes.
- 6.7. IP address space assigned to SmartHub IX shall not be advertised to other networks without explicit permission of SmartHub IX.
- 6.8. All routes advertised across SmartHub IX shall point to the router advertising it, unless agreement has been made in advance and in writing by SmartHub IX and the two members involved.
- 6.9. Members must enforce strict filtering policies to prevent route leaks.
- 6.10. All routes to be advertised in a peering session across SmartHub IX shall be registered in the RIPE or other public routing registry.
- 6.11. Members may use more than one ASN for their SmartHub IX peering, provided that each ASN presented shares the same NOC and peering contact details.

7 IP FORWARDING

- 7.1. Traffic on member interfaces connected to SmartHub IX shall only be forwarded to a SmartHub IX member when permission has been given by the receiving member either:
 - 7.1.1. by advertising a route across SmartHub IX , or
 - 7.1.2. Explicitly in writing.
- 7.2. Traffic shall not be routinely exchanged between two member interfaces connected to SmartHub IX and owned by the same SmartHub IX member.
- 7.3. Members should actively cooperate to resolve security incidents, denial of service attacks and other operational problems.