

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

ANNEX 1

SPECIFIC TERMS and CONDITIONS for DIRECT PARTICIPANTS

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provided by the
University of Vienna
Computer Center (ZID)
Universitaetsstrasse 7
A 1010 Vienna, Austria

<http://www.vix.at>
<admin@vix.at>

Tel: +43 1 4277 14030
Fax: +43 1 4277 14338

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ANNEX 1: SPECIFIC TERMS and CONDITIONS for DIRECT PARTICIPANTS

The following provisions contain the terms and conditions which solely apply in the relationship between VIX and Direct Participants.

1 Limited Equipment Housing at VIX1 Shared Area

VIX is allowing regular physical access to the VIX1 Shared Area in general only under supervision by authorised personnel during normal working hours. Only in emergency situations, supervised access may be granted to individual Participants also outside working hours (response time and off-hours access procedures for Participants are subject to individual agreements with the respective VIX Location).

For simplicity and convenience VIX Direct Participants may request rack space for their data communications equipment in the VIX1 Shared Area (UniVie/NIG), provided that:

- 1.1 only peering router, transmission, line termination and out-of-band management equipment will be installed; general purpose server machines may not be installed in the VIX1 Shared area
- 1.2 all equipment should fit within 9 rack units (40cm) of a standard 19" rack
- 1.3 equipment is using standard 230V/AC supplies and a maximum of 500 Watts connected load in total
- 1.4 Direct Participant does not require extended UPS services, nor special environmental conditions
- 1.5 not more than 3 private (back-to-back) peering interconnects will be established with other participants
- 1.6 Direct Participant is not intending to sell Transit Services via its equipment
- 1.7 Direct Participant does not require guaranteed regular access outside office hours
- 1.8 Direct Participant accepts full responsibility for purchase, insurance, configuration, maintenance and operation of its equipment and data communication lines
- 1.9 Direct Participant accepts liability for any damage inflicted by its staff or installed equipment upon other property in the VIX1 Shared Area. Any liability of Direct Participant towards VIX and other Participants for compensation of material damage to physical components belonging to any Connection resulting from Direct Participant's performance or non-performance of the VIX Connection Agreement resulting from housing according to this section 1, is limited to a total amount of EURO 500,000 (in words: EURO fivehundred thousand) per event. Direct Participant is required to have sufficient insurance for such liability and is required to produce a proof of its insurance to VIX on request. If a Direct Participant is unable to prove that it is in possession of such insurance, VIX has the right to terminate the agreement with immediate effect.

If - and as long as - all criteria detailed above are met and the VIX1 Location still has enough capacity available, Direct Participant's equipment may be installed on a shelf in an existing rack inside the Shared Area.

Rack units at VIX1 can be requested through Appendix II of the Connection Agreement. These rack unit fees will be billed together with the port fees (see General Terms and Conditions Article 6. FEES and PAYMENT).

If Direct Participant has requested router housing, Direct Participant agrees to pay the costs for the rack units as specified in Appendix II to the VIX connection agreement.

2 Responsibilities of the VIX Direct Participant

- 2.1 Direct Participant is responsible for arranging and contracting housing facilities (if not covered by Article 1 of this Annex) and all required data communication lines.
- 2.2 If Participant is using third party infrastructure for a Remote Connection, Direct Participant has to provide to VIX contact details regarding this third party (Line Provider).
- 2.3 Broken Remote Connections have to be debugged directly between Direct Participant and any third party provider first, before the VIX NOC is involved. All costs caused by such third party troubleshooting have to be accepted by the Direct Participant, even if the fault is found at the VIX shared infrastructure.