

# FICIX PARTNER AGREEMENT

(v.2018-1)

Agreement between [Reseller's name] (Partner)

and

Finnish Communication and Internet Exchange (FICIX), Business ID: FI17439300  
P.O. Box 146, 00181 Helsinki, Finland

## GENERAL

FICIX is a membership based association registered to Helsinki, Finland. Finnish Communication and Internet Exchange (**FICIX**) run services to interconnect Internet Service Providers (ISPs), content providers and similar organizations to exchange IP traffic between members.

This agreement is an agreement between parties for reselling FICIX services and payment terms related.

## Terminology

- **Partner or Reseller:** party that uses FICIX port(s) to connect it's customers to FICIX peering LAN
- **IXP:** FICIX public peering LAN services
- **Remote Member:** FICIX member that connect to FICIX public peering LAN via reseller port(s)
- **Virtual Port:** VLAN setup for remote member at FICIX port

## PARTNER TERMS

Partner is not obligated to join FICIX as a member and thus membership terms do not apply. If Partner prefers to become a FICIX member a separate agreement (FICIX membership agreement) will be signed and memberships terms will apply.

Partner connects remote members to IXP via reseller port(s). All remote members must apply for FICIX membership and are treated equally as other association members. Remote members are bound by association rules and terms in full, as well as they have rights to vote and possibility to stand for trustee positions. Partner agrees to inform remote members about the need to apply for FICIX membership.

Reseller port pricing is documented in Appendix A and technical details in Appendix B.

Partner may use FICIX Partner brand name, logo and other marketing material to promote partner's services. All FICIX brand related material may not be altered in any way. FICIX will list and publish Partner contact information on FICIX association webpages.

## SERVICES AND PRICING FOR PARTNERS AND MEMBERS

FICIX services are described on association webpages. All services are provided on "as-is" basis. For customer support FICIX has a target of next business day response and five (5) business days for service delivery. FICIX has full coverage against hardware failures with 4 hour response time and 24/7/365 monitoring.

Partner is obligated to assist FICIX to solve technical issues related to remote member connectivity problems or traffic issues (e.g. removing such traffic that can technically harm IXP and/or members).

FICIX is providing and maintaining a web page (<https://www.ficix.fi/>) with links to the individual members' homepage. Traffic statistics are also made public through this web page. Members and remote members have an option to opt-out from public individual statistics by request. Statistics from Partner ports are published as general port statistics without membership details and without an opt-out possibility.

Pricing is set annually by FICIX association annual general meeting (AGM) and based on annual budget prepared and presented by the board. Services and pricing are documented on Appendix A.

## **BILLING INFORMATION**

FICIX services will be invoiced as monthly fees. Invoicing period is three (3) months with standard payment term of 30 days. Billing currency is Euro (€).

Unpaid services are disconnected before the next billing period is started. Reconnection(s) require clearance of all unpaid invoices and costs from disconnection/reconnection work. This applies to both partner services and membership based services. Partner carries full accountability towards its customers in case where reseller port is disconnected because of unpaid services leading to the disconnection of remote members behind the Partner in question.

Pricing information is documented in Appendix A.

## **ORDERING AND TERMINATING SERVICES**

Only orders in writing are accepted as binding orders. E-mail is accepted and preferred channel for both orders and terminations of services.

New orders are invoiced from next full calendar month. Terminations are only compensated from next full calendar month after the notification period defined below.

## **AGREEMENT TERMINATION**

This Agreement shall come into force as soon as the connection of Partner is established and shall remain in force until a new version of this document is issued or either party terminates it. Unless otherwise specified in FICIX service price list, the termination policy for either party is 30 days notification period in written.

FICIX reserves the right to amend any provision of this Agreement - including but not limited to rates, payment and appendices and will notify Partner of such amendment at least one month before coming into effect.

## **LIMITATION OF LIABILITY**

In any dispute situation between the association and Partner the maximum amount of liability that FICIX can be responsible of is limited to one (1) month invoicing value of the service in question. This applies both direct and indirect loss despite of duration or nature of the claim.

**GOVERNING LAW, PLACE OF JURISDICTION AND**

This agreement shall be governed by Finnish Law.

Any dispute concerning the conclusion, interpretation or performance of this agreement, and any other dispute with respect to or relating to the agreement, shall be submitted exclusively to the competent court in Helsinki, Finland.

Date: \_\_ / \_\_ / \_\_\_\_

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Chairman, FICIX ry

Appendix A – locations, pricing and initial order for Partner port(s)

**FICIX bank contact details for payments:**

Finnish Communication and Internet Exchange (FICIX) ry  
Account IBAN: FI67 5780 3820 0008 33  
SWIFT OKOYFIHH

**Reseller billing address:**

**Services and pricing**

Up-to-date information about FICIX services and pricing is available on FICIX web page:  
<https://www.ficix.fi/membership/pricing/>

Partner is responsible for all connections and transmission to FICIX services.

Partner has the right to set services and pricing towards its customers freely.

Appendix B – technical details for partner port(s)

**PARTNER PORT SETUP**

All standard ports available at FICIX are useable for partner ports as such.

FICIX will provision partner ports as 802.1Q trunk ports and assign VLAN ID's for each remote member. Assigned VLAN ID's will be switched to peering VLAN 4 at FICIX port entry. Several physical ports can be bundled together (LAG).

RESELLER	OPTICS	L2 SETUP	SERVICES
10G	LR, ER		
100G	LR4, MSA		
802.1Q Trunk		Mandatory	
LAG		Supported	
Port Security			On VLAN only
Statistics			Port+VLAN's

VLAN ID to partner for remote member connection is provided by FICIX upon order. Link addressing is provided from FICIX to remote members for both IPv4 and IPv6 peering.

Port security (allowing only one MAC address from any virtual interface) is valid.

**TECHNICAL SETUP DIAGRAM**

