



AMS-IX USA CONNECTION AGREEMENT CA2013/[CONTRACT_NUMBER]
(for use by AMS-IX USA Inc.)

DATE: January 28, 2015

THE UNDERSIGNED,

AMS-IX USA Incorporated, a company existing under the laws of Delaware, the United States of America, having its registered office at 228 East 45th Street, Suite 9E New York, NY 10017, USA, (hereinafter: "AMS-IX USA"), duly represented by Nico Scheper, its Director;

and

[CONTRACT_NAME], a company existing under the laws of [LEGAL_COUNTRY], having its registered office at [LEGAL_ADDRESS_1] [LEGAL_ADDRESS_2] [LEGAL_CITY], [LEGAL_ZIPCODE], [LEGAL_COUNTRY] (hereinafter: "Customer"), duly represented by [CCP_NAME], its [CCP_JOB];

WHEREAS:

- a) AMS-IX USA can provide its customers with a Connection to the AMS-IX USA Infrastructure;
b) Customer wishes to be connected to the AMS-IX USA Infrastructure, and wishes to enter into an AMS-IX USA Connection Agreement with AMS-IX USA for this purpose;

HAVE AGREED AS FOLLOWS:

- 1. AMS-IX USA agrees to make available to Customer the Connection to the AMS-IX USA Infrastructure and related services, and Customer agrees to pay the price, as indicated in the Attachment to this AMS-IX USA Connection Agreement. However, this agreement is CONDITIONAL ON AMS-IX USA having sent to Customer a written statement confirming the acceptance by AMS-IX USA of Customer's Connection to the AMS-IX USA Infrastructure.
2. Customer hereby accepts and agrees that the AMS-IX USA General Terms and Conditions are applicable to, and therefore form part of, this AMS-IX USA Connection Agreement. Customer agrees that it has received a copy of the AMS-IX USA General Terms and Conditions (also published at https://nynj.ams-ix.net/connect-to-ams-ix-new-york/relevant-links-documents) and that it has read and accepted these conditions. By signing this AMS-IX USA Connection Agreement, Customer also accepts any future modifications and additions that may be made to the AMS-IX USA General Terms and Conditions as set forth in article 11 of the AMS-IX USA General Terms and Conditions.
3. Customer acknowledges and accepts that AMS-IX USA is entitled to discontinue or suspend Customer's Connection to the AMS-IX USA Infrastructure pursuant to article 7.7 of the applicable AMS-IX USA General Terms and Conditions without being liable therefore in any respect or if Customer is in breach of this AMS-IX USA Connection Agreement or any other provision of the AMS-IX US General Terms & Conditions.
4. This AMS-IX USA Connection Agreement may be terminated as set out in article 6.2 of the AMS-IX USA General Terms and Conditions. If Customer's membership of the AMS-IX Association has ended in accordance with the Association's articles of association, said termination will be effective immediately upon receipt of the notice of termination as set out in article 6.2 of the AMS-IX USA General Terms and Conditions.
5. Capitalized terms as used in this AMS-IX USA Connection Agreement shall have the meaning as set out in this AMS-IX USA Connection Agreement or the AMS-IX USA General Terms and Conditions.
6. In case of a conflict between the terms and conditions of this AMS-IX USA Connection Agreement and the AMS-IX USA General Terms and Conditions, the terms and conditions of this AMS-IX USA Connection Agreement shall prevail.

IN WITNESS OF WHICH the parties have signed this AMS-IX USA Connection Agreement in duplicate,

at (place) at (place)

..... (date) (date)

..... (signature) AMS-IX USA INC. [CONTRACT_NAME] (signature)



ATTACHMENT
to
AMS-IX USA CONNECTION AGREEMENT CA2013/[CONTRACT_NUMBER]

DATE: January 28, 2015

ADDRESS AND INVOICE INFORMATION

- 1. Name and address AMS-IX USA AMS-IX USA Incorporated
228 East 45th Street, Suite 9E
New York,
NY 10017
USA

- 2.
- a. Name and address Customer [CONTRACT_NAME]
[LEGAL_ADDRESS]
[LEGAL_ZIPCODE] [LEGAL_CITY]
[LEGAL_COUNTRY]

- b. Invoice name and address Customer [BILLING_NAME]
[BILLING_ADDRESS]
[BILLING_ZIPCODE] [BILLING_CITY]
[BILLING_COUNTRY]

- 3. Housing Site [HOUSING_SITE]
[HOUSING_STREET]
[HOUSING_ZIPCODE] [HOUSING_CITY]
[HOUSING_COUNTRY]

- 4. Contact person
- a. Contractual Contact (CCP) [CCP_NAME]
- b. Technical Contact (TCP) [TCP_NAME]
- c. Administrative Contact (ACP) [ACP_NAME]
- d. Billing Contact (BCP) [BCP_NAME]

- 5. Invoice information
- a. Ascription See 2a.
- b. Invoice address See 2b.
- c. Invoice reference
- d. Submission PDF copy by email to BCP

- 6. Invoice frequency [INVOICE_FREQUENCY]

- 7. Payment terms 30 days from invoice date

- 8. Payment Method Bank transfer/wire (no checks/no credit cards)

SERVICES AND RATES:

The amounts mentioned in this Attachment are due per month in USD and are exclusive of applicable VAT.

Co-location	Connection Type	Speed	Monthly costs (\$ each)
[LOCATION]	[PORT_COUNT] connection(s) to the AMS-IX USA infrastructure ⁽¹⁾	[PORT_SPEED]	\$ [PRICE]

Total Cost: \$ [TOTAL_COST]

*** As agreed between parties the connection will be free of charge for the first year.**

Each link consisting of:

- one IPv4 AMS-IX USA IP-address out of the prefix that is in use on the AMS-IX USA Infrastructure;
- one IPv6 AMS-IX USA IP-address out of the prefix that is in use on the AMS-IX USA Infrastructure
- the associated PTR RR in the Primary DNS for the In-addr.arpa mapping of the prefixes that are in use on the AMS-IX USA Infrastructure.

⁽¹⁾ Customer is responsible for contacting the co-location provider or carrier for the necessary cabling between the router or layer 1/2 demarcation and the AMS-IX USA switch panel.



.....
AMS-IX USA INC.

.....
[CONTRACT_NAME]