

## SAIX General Terms and Conditions

### Article 1. Definitions

For the purpose of these Saudi Arabia Internet Exchange SAIX General Terms and Conditions, the following terms shall have the following meanings:

- a. SAIX: Saudi Arabian Internet Exchange having its office in Riyadh, Saudi Arabia;
- b. King Abdulaziz City for Science and Technology (KACST): the party with whom Member has executed the SAIX Connection, i.e. either KACST or a third party appointed as a designated reseller by KACST.
- c. SAIX Connection Agreement: the agreement between Member and the KACST, providing for Member's connection to the SAIX Infrastructure for the location as specified therein, including any attachments thereto and including these SAIX General Terms and Conditions;
- d. SAIX Infrastructure: The Internet Exchange Infrastructure operated by KACST consisting of metro networks that facilitate peering and IP traffic exchange between members connected thereto for the location as specified in the SAIX Connection Agreement;
- e. SAIX IP-Address one or more IP-addresses, received by Member for its own router per connection Member has applied for, out of a dedicated address range reserved for the SAIX Infrastructure;
- f. SAIX General Terms and Conditions: these general terms and conditions, governing Member's connection to the SAIX Infrastructure;
- g. Assignment Date: the date when KACST communicates the connection details to Member;
- h. Co-location: any physical location in which the SAIX Infrastructure is present;

- i. Connection: the physical connection of the router of Member (directly or via a third-party network) to the SAIX Infrastructure, also referred to as “Port”;
- j. Member: the party who has obtained connection to the SAIX Infrastructure through a SAIX Connection Agreement;
- k. Production Date: the date KACST defines the connection in production in consultation with Member.

## **Article 2. Applicability, Appendices**

These SAIX General Terms and Conditions shall apply to all offers, agreements or other legal relationships pursuant to which the KACST is providing, or offering to provide, a connection to the SAIX Infrastructure and/or related services or goods of whatever nature to the Member, in particular the SAIX Connection Agreement.

Amendments or supplements to the SAIX Connection Agreement are valid only if agreed in writing, signed by both parties. In the absence of written agreement to the contrary between the parties, KACST rejects the applicability of all general conditions other than its own.

## **Article 3. Object**

3.1 KACST will make and keep the Connection available to Member, and Member agrees to pay the price therefore, under the terms of the SAIX Connection Agreement. The obligations and responsibilities of the KACST with regard to the Connection will not apply beyond the Service Demarcation point or patch at the Colocation as referred to in article 7.4 below.

3.2 Member is responsible for arranging cross- connects between its equipment or that of a used third-party transport network and the designated SAIX Infrastructure termination point (patch panel) in the co-location of choice. This responsibility may be carried out by a designated third party assigned by Member.

3.3 Peering arrangements are not covered by these SAIX General Terms and Conditions or the SAIX Connection Agreement. The Member is responsible for the negotiation, conclusion and implementation of peering arrangements with other users of the SAIX Infrastructure.

#### **Article 4. Organizational Set-Up**

4.1 Member will appoint a Contractual Contact Person (CCP), a Member authorized signatory.

4.2 Member will appoint a Technical Contact Person (TCP) who will function as contact person with respect to all technical matters relating to the Connection.

4.3 Member will appoint a Network Operations Contact (NOC) with respect to operational and emergency matters relating to the Connection. Member warrants that the NOC can be reached 24 hours per day, 7 days per week through one point of contact.

4.4 Member will appoint an Administrative Contact Person (ACP) who will function as contact person with respect to all administrative and financial matters relating to the Connection.

4.5 Member is obliged to keep the contact information under this article 4 up to date.

#### **Article 5. Rates and Payment**

5.1 Member agrees to pay the price for the Connection or other services rendered as specified in the SAIX Connection Agreement (including additional future order forms) or as otherwise agreed with the KACST.

5.2 The price shall be periodically invoiced to Member and shall be due as of the Production Date, with a maximum of days (Period will be defined once the connection agreement signed) after Assignment Date or as otherwise agreed in writing between Member and the KACST.

5.3 Invoices shall be sent in the first month of the period concerned in accordance with the SAIX Connection Agreement or as otherwise agreed in writing between Member and the KACST.

5.4 Payment must be made within (Period will be defined once the connection agreement signed) of the invoice date or as otherwise agreed in writing between Member and the KACST.

5.5 The KACST reserves the right to periodically reassess and reestablish the price of the Connection.

Upward price changes shall be made public at least (Period will be defined once the connection agreement signed) prior to a change. Downward price changes may be applied instantly.

## **Article 6. Term and Termination**

6.1 The SAIX Connection Agreement shall come into force on the date of its signing by both parties and shall remain in force until its termination in accordance with this article 6.

6.2 The SAIX Connection Agreement can be terminated at any time by any of the parties by means of a written notice by a registered contact (as set out in article 4.1 or 4.4 above) to the other party. The termination is effective as of the end of the calendar quarter in which the other party received said written notice.

### 6.3 Each of the parties is at any time entitled to terminate the SAIX Connection

Agreement by means of a written notice to the other party:

- if the other party, after an appropriate written default notice and the lapse of a reasonable term for remedy, is in breach with one or more of its obligations (specifically but not limited to articles 5.1, 5.4 and 7.1, 7.2, 7.4, 7.5, 7.6 of these SAIX General Terms and Conditions), the party whose breach caused such termination is liable towards the other party for damages, suffered by such party as a result of such breach and termination, within the limits however of article 8 below;
- If the other party is dissolved, has stopped its activities, is declared bankrupt or applies for a general suspension of payments.

6.4 Any termination is effective only for the future and entails no obligation for the parties to return or refund any benefits received until the moment of termination. Upon termination of the SAIX Connection Agreement KACST will immediately terminate the availability for Members of the SAIX IP-address(es) Member was assigned under the agreement.

## **Article 7. Use and Limitations**

7.1 Member is entitled to use the Connection for its normal business purposes.

Member's rights under the SAIX Connection Agreement are non-exclusive. Member is not entitled to assign and/or sublicense any of its rights under the SAIX Connection Agreement, or make the Connection available, to any third party unless it has signed a reseller or reseller plus agreement or other type of contract with KACST which allows it to do so.

7.2 KACST is not obliged to make or keep the Connection available for Member if:

- No valid SAIX Connection Agreement exists between the parties;
- Member does not have at its disposal an Autonomous System Number (ASN), assigned by an official assigning Authority.

7.3 Member agrees to exchange traffic through the SAIX Infrastructure only when there is a bilateral agreement to exchange traffic between Member and the other individual Members on the SAIX Infrastructure.

7.4 KACST shall provide all reasonable care, skill and diligence to ensure that the Connection functions in accordance with the operational and functional specifications in the Service Description, available on the website of that Co-location as established and adapted from time-to-time by KACST, provided that Member warrants a 24 hours per day reachability and has appointed a NOC as set forth in article 4.3 above.

7.5 Member is solely responsible that its use of the Connection does not cause or is likely to cause any damage, or is in any other way harmful, to the SAIX Infrastructure, to KACST, or to the normal operation, availability or functionality of the Connection and/or the Co-location or to the traffic exchanged. Specifically, the Member will adhere to the restrictions relating to Allowed Traffic

7.6 Member agrees to implement any reasonable measures that KACST may propose in order to prevent or repair such damage or harm as described in article 7.5.

7.7 KACST is entitled to (a) suspend or (b) discontinue the Connection, in whole or in part, and/or (c) to require that certain conditions be met before continuation thereof, if:

- Member is infringing article 7.5 or 7.6 above and Member has not, after a written warning from the KACST implemented adequate measures to prevent or repair such infringement;
- Such as necessary for KACST or to comply with a statutory obligation or a judicial decision;

- Such as necessary in the view of KACST for the operation of the SAIX infrastructure, in accordance with article 7.5 above;
- KACST has received a claim as referred to in article 7.8 below, or
- Member is in breach of one or more of its essential obligations under the SAIX Connection Agreement.

7.8 Member shall indemnify KACST and hold it harmless from any and all damage and costs they might suffer or incur as a result of a claim of a third party that information, exchanged on the SAIX Infrastructure through the Connection of Member, would be violating Saudi or foreign statutory rules, rules of public order or decency or rights of third parties.

## **Article 8. Liability**

8.1 Parties will not be liable towards one another for compensation of indirect or consequential damage, including lost profits and damage consisting of or resulting from loss of data or information.

8.2 Any liability of KACST towards Member for compensation of damages resulting from KACST's performance or non-performance of the SAIX Connection Agreement is at all times limited to the total amount of fees paid by Member to KACST under that agreement over (Period will be defined once the connection agreement signed), preceding the event (or, in case of a series of events: the occurrence of the first events of such a series) that caused such damages.

8.3 Any liability of Member towards KACST for compensation of material damage to the physical components belonging to the Connection resulting from Member performance or non- performance of the SAIX Connection Agreement, is limited to the total amount of fees paid by Member to KACST under that agreement over (Period will be defined once the connection agreement signed) , preceding the event (or, in case of a series of events: the occurrence of the first event of such a series) that caused such damages.

8.4 The limitations as set forth in article 8.2 and 8.3 above do not apply to damage that is caused by gross negligence or by harmful or criminal intent of a party or its senior management.

### **Article 9. Confidentiality**

9.1 KACST shall treat as confidential all information classified as such by Member of which it has learned by virtue of the performance of activities under the SAIX Connection Agreement.

9.2 Member shall treat as confidential all information classified as such by KACST of which it has learned by virtue of the performance of activities under the SAIX Connection Agreement.

9.3 Parties undertake to include in contracts with third parties the obligation to take such measures to maintain confidentiality with respect to confidential information in the above-mentioned sense of the other party.

### **Article 10. Governing Law, Disputes**

10.1 All contracts between SAIX and Member, including the Connection Agreement, shall be governed by the laws of Saudi Arabia. Any dispute with regard thereto will be brought exclusively before the competent court of law of Riyadh, Saudi Arabia.



10.2 The SAIX Connection Agreement contains all the terms which the parties have agreed in relation to the subject matter thereof and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such subject matter.

### **Article 11. Amendment to these conditions**

11.1 SAIX is authorized to make modifications and/or additions to these SAIX General Terms and Conditions.

The amended conditions will come into effect on the stipulated commencement date. If no commencement date has been communicated, the amendments will come into effect in relation to the contracting party as soon as the contracting party is notified of the amended conditions. Such notification may be done by posting the amended conditions on the website of SAIX.