Memorandum Of Understanding (MOU) between

Mauritius Internet Exchange Point

(hereafter MIXP)

and

XXX

(Registration No XXX) (hereafter XXYY) Purpose of this MOU:

This Memorandum of Understanding (MOU) is a written agreement to clarify the agreements made between MIXP and XXYY for the establishment of an MIXP point of presence (POP) at XXYY’s Data Centers at [[LOCATION]]

Agreement

MIXP agrees to the following terms of this engagement:

1. Run and manage services at the IXP location, that are critical to the operations of the IXP, or, solely of infrastructural benefit to the peering community only (eg. DNS Roots, Internet measurement, NTP services, etc)

2. MIXP undertakes to handle all third party queries related to any business of the Internet exchange point and acknowledges that XXYY will not be in a position to provide support for MIXP related services.

3. It is understood that this MOU, partly or in its entirety, does not replace or supercede the Hosting Terms and Acceptable Use Policy as published on the XXYY website. The MOU must be read in conjunction with the Hosting Terms and Acceptable Use Policy. The Hosting Terms and Acceptable Use Policy can be found at [[URL]] .

4. MIXP agree to comply with standard minimum cabling and deployment standards as defined by XXYY.

5. If it is required by MIXP, MIXP will be responsible for the installation of structured cabling infrastructure at its own cost. XXYY may be asked to co-ordinate the installation.

6. MIXP will not make use of in the sponsored racks for any commercial reason, other than for the purposes of running, and providing services to the Internet exchange point.

XXYY agrees to the following in terms of this engagement:

1. XXYY will provide, at no charge, two full racks in an adjacent configuration, to MIXP to be used for the sole purpose of the establishment, management and development of a not for profit Internet exchange point.

2. Power to the sponsored racks referred to herein will be provided at no charge, up to a maximum of 2kW per rack. Should this quota be exceeded, XXYY may charge for additional power.

3. MIXP will be allowed to build out dedicated structured cabling from their rack(s) to the Meet-Me rack(s). Any costs associated with the supply and installation of the structured cabling will be for the account of MIXP.

4. A process flow will be put in place between MIXP and the XXYY that will ensure an easy sign-up process for customers wanting to make use of the Internet exchange point, whilst maintaining a low management overhead for XXYY.

5. XXYY will provide introductory information about the Internet exchange and refer such third parties to MIXP.

6. XXYY agrees to waive any cross connect fees between a the MIXP and 3rd party via the Meet-Me rack(s). Any cross connects required by the customer in order to get to the Meet-Me space, may attract a reasonable once off connection fee.

7. In all other respects, MIXP will be treated as any other co-location customer.

8. To aid the extension of MIXP, XXYY agrees to provide a peering switch in line with MIXP’s standard switch deployment.General

1. Should additional, sponsored rack space be required for the purposes of the Internet exchange, this can be negotiated with XXYY. Additional such rack space may not be guaranteed.

2. Additional and ongoing sponsorship commitments from XXYY will depend on the performance, growth and management of the Internet exchange.

Concluding remarks:

MIXP’s intent remains that the contract and MOU is underpinned by a good-faith business relationship. It is expected that in our dealings with XXYY, the attributes of transparency, effective communication, reasonableness and first time resolution are evident in both parties.