

INTERCONNECTION AGREEMENT

Agreement number _____

By and between:

Interlan Internet Exchange SRL, headquartered in Bucharest, 8th Cezar Bolliac street, 1st floor, office no. 3, District 3, Sole Registration Number RO 27259741 (hereinafter referred to as InterLAN) with bank account RO06 BTRL 0430 4202 3891 11XX opened with Banca Transilvania Unirii Branch, duly represented by Adrian Calineata, acting as Legal representative, hereinafter referred to as **INTERLAN**

and

_____ headquartered in _____ having IBAN bank account _____ - _____, opened with _____, hereinafter referred to as **PARTNER**.

Considering the interconnection request submitted by the partner and its acceptance by the Board of Directors of INTERLAN

The parties entered into this agreement whereby they agreed on the following:

DEFINITIONS:

InterLAN Infrastructure	Technical infrastructure of InterLAN facilitating the transfer of information between the participants to peering;
Participants	All entities using InterLAN infrastructure;
Peering (Interconnection):	Physical interconnection to the InterLAN infrastructure, announcing BGPv4 routes between participants to Peering and (if applicable) their clients;
POP, Point of Presence :	A location where partners can be physically connected;
Autonomous systems registration number (ASN):	A sole numerical identifier at the global level assigned by the Regional Internet Register. (RIPE for Europe)
Identification Data	A distinct sign of the PARTNER, such as logo, company name and address of the company. This may include the traffic graph of the PARTNER.

Article 1 – Subject Matter of the Agreement

1.1. The subject matter hereof is the accomplishment and operation of an interconnection with the PARTNER, under the conditions set forth herein below, at the following location: NX DATA, Dimitrie Pompeiu Blvd, Bucharest, Romania

Taking part in the interconnection is voluntary. Cease of the interconnection session by the Partner, irrespective of the reason (BGP session stop, failure to supply the equipment), without sending a notice for suspension or termination of the agreement, does not entitle to tariff deductions or compensation of any nature whatsoever.

Article 2 – Performance of the Agreement

2.1. The interconnection services are performed through the data communication network of INTERLAN or of its agreed partners.

2.2. The direct connection between the PARTNER and the closest access points in the INTERLAN network devolves on the PARTNER provided that the latter observes the standards required by INTERLAN and its partners, in accordance with the technical specification enclosed in Annex 1, depending on the PARTNER's explicit request and the technical capacities of INTERLAN.

Article 3 – Administrative Measures

3.1. In case of failure to comply with the rules and obligations set forth in this agreement, and of occurrence of technical problems which may affect the connectivity of certain participants, the port of the responsible partner shall be shut-down by the InterLAN Technical Department until the problem is repaired;

3.2. Should the occurring problems not affect other participants, the port shall be shut down only if the technical manager of the partner does not solve the problem within 2 business days from the notification;

3.3. The administrative measures shall be immediately notified to the persons in charge either by e-mail, or by telephone, as the case may be. Moreover, the Technical Department informs the Board of Directors about the action.

Article 4 – Consideration, Invoicing and Payment Terms

4.1 The following capacities are available:

- 100Mbps
- 1Gbps
- 2Gbps
- 5Gbps
- 10Gbps

The services will be invoiced and paid monthly/quarterly, in Euro. The bank charges related to each wire transfer will be borne by the PARTNER.

4.2. The invoices related to the service charges set out herein shall be issued monthly, and are to be dispatched by postal or courier services, return receipt and dispatch note requested, to the address of the PARTNER set forth herein, a copy thereof being sent by fax or e-mail if so desired. The receipt of such notices and the failure to challenge them within 3 days as of receipt converts the invoiced amounts into certain liquid and payable receivables due in accordance herewith.

4.3. InterLAN will invoice all services contracted by the PARTNER in the first 5 working days of each month/quarter and the payment will be made by the PARTNER in less than 30 days from the invoicing date. The PARTNER will always use the OUR option on its wire transfers. The term of 30 days from the invoicing date represents the payment deadline agreed by the parties herein.

Article 5 – Undertakings of the Parties

5.1. **INTERLAN** undertakes:

- to ensure the operation of the interconnection solution;
- to ensure the confidentiality of the PARTNER's data in its own communication network;
- to observe precisely the obligations arising out of the performance of this agreement.

5.2. The **PARTNER** undertakes:

- to update the information in the Regional Internet Register whenever necessary;
- to pay the consideration for the interconnection services as stipulated herein;
- to notify any malfunction to INTERLAN as soon as possible;
- to sign, as the case may be, the Delivery Protocol for the INTERLAN equipment;
- to already own a public ASN, obtained from the Regional Internet Register;

- to observe precisely the obligations arising out of the performance of this agreement.

Article 6 – Liability

6.1. The PARTNER is the only one liable for the information sent through the INTERLAN network.

6.2. INTERLAN is not liable for the alteration of the information transferred outside its own data communication system.

6.3. In case of PARTNER's failure to pay in due time the invoices issued by INTERLAN, INTERLAN shall be entitled to immediately suspend the performance of the agreement until the PARTNER makes the payment, without prior notice or compensation right for the PARTNER. In the event that the payment is delayed for more than 90 days, INTERLAN, pursuant to article 11 letter b, shall be able to invoke the *de jure* cancellation of the agreement, without being bound to pay any indemnifications to the PARTNER.

In the event that payment is not made by deadline, INTERLAN may charge a penalty of 0.2% per day of delay, until the date when the outstanding amount is entirely paid. During the suspension of the service by INTERLAN due to the PARTNER's failure to make the payment, the PARTNER shall not be exempted from payment of the related invoices. The amount of the penalties computed by INTERLAN and due by the PARTNER may exceed the amount that they are computed for.

6.3.1. The parties agree that the value of the damage caused to INTERLAN is equal with the value of the invoices issued and not cashed in to which the legal penalties in force are added.

6.4. The PARTNER is the only one liable for the operation, security and safety of its own equipment, INTERLAN not having any liability in this respect.

Article 7 – Force Majeure

Force majeure (earthquake, flood, riot, war, strikes, landslide, etc), agreed as being the absolutely unpredictable and insurmountable event, which occurs after the entry into force of the agreement, which prevents the party or parties from meeting its/their obligations undertaken by the agreement, exempts from liability the party who invokes it under the law.

The party invoking force majeure shall inform the other party on the occurrence thereof, within maximum 48 hours as of its occurrence and shall remit to the latter the confirmation from the Chamber of Commerce and Industry concerning the existence of the event of force majeure within maximum 5 days as of the occurrence thereof.

If the confirmed duration of the existence of the force majeure case exceeds 10 days, the parties shall compulsorily meet in order to decide the conditions under which the agreement shall continue or terminated.

The exemption from liability operates only during the existence of the case of force majeure.

Article 8 – Notifications

For the purposes hereof, any notification/communication served by a party to the other one shall be deemed validly fulfilled if sent at the address mentioned in the first part of the agreement by mail -overnight courier or by registered letter, return receipt requested.

Verbal communications/notifications are not taken into account by any party if not confirmed as presented above.

Article 9 – Duration of the Agreement and entry into force

This Agreement enters into force upon its signing by both parties and has an initial mandatory 12-month duration.

The agreement may be prolonged automatically with similar durations.

The agreement may be suspended for maximum 3 months, provided that there is a prior notice of 15 days, both for the entry into force of the suspension and re-entry into force of the agreement.

Article 10 – Confidentiality

The parties shall keep confidentiality and shall not disclose to third parties the confidential information

coming from any of them throughout the performance of this agreement.

The parties shall keep confidentiality of all documents regarding the performance of the agreement, irrespective of the nature thereof and irrespective whether the documents are on hard copy or on electronic form.

Any external disclosure of information shall be made only with the written consent given in advance by the party that the information comes from.

If one party breaches its obligation to keep confidentiality, breach which is ascertained by court decision, is bound to pay damages which should cover the damage caused to the other party.

Breach of the confidentiality clause may represent grounds for cancellation of the agreement, if the damaged party requests it as per article 11 let. b.

Article 11 – Conditions for termination of the Agreement

This agreement may terminate:

- a) By unilateral termination by INTERLAN if the liquidation procedure is initiated by the PARTNER or if the latter is declared unable to pay or bankrupt;
- b) By cancellation *de jure*, with a 30-day notice before the date when the agreement terminates and without the interference of the court of law, invoked by either party in case the other party fails to fulfill its obligations or fulfils them inappropriately, the defaulting party being bound to pay damages. The cancellation shall not be effective on the due obligations between the parties;
- c) By unilateral cancellation by either party, with a 30-day notice;
- d) By the written agreement of the parties;
- e) By expiry, if the parties do not agree on extending the duration of the agreement;
- f) The loss of packages exceeding 9% made though interconnection, for more than 3 calendar days, may also represent grounds for unilateral cancellation of this agreement.
- g) Irrespective of the way in which the agreement is terminated, the termination shall not affect the obligations due between the parties.

Article 12. IDENTIFICATION DATA

12.1. The PARTNER agrees that any identification data and any other information provided by it shall be processed and used by INTERLAN in any activities and purposes related to marketing, telecommunications – within the INTERLAN relationship with the competent authorities and with other telecommunication operators, as well as for the purpose of achieving a legitimate interest of INTERLAN, for the set up of data bases and the use thereof, as the case may be.

12.2. The PARTNER is entitled to request, free of charge, in writing, by registered letter, return receipt requested, its identification data not to be used for marketing purposes.

12.3. Processing of data/information provided by the PARTNER means any operation or set of operations performed on the data/information by automatic or non-automatic means, such as collection, registration, organization, storage, adjustment and/or alteration, extraction, consultation, use, disclosure to third parties, adjoining or combination, blocking, deletion or destruction thereof.

Article 13 – Assignment of the Agreement

The parties may not assign to third parties the rights and obligations set hereby without the prior written consent of the other parties, under the penalty that the assignment shall be rendered null and void.

Article 14 – Settlement of litigations

Litigations of any nature arising out of the performance, interpretation and execution of this agreement or in connection herewith, which cannot be settled amicably by the representatives appointed by the parties, shall be settled by the competent courts of law in Bucharest.

Article 15 – Amendment of the Agreement

The parties have accepted the form of this agreement and agree that any amendment or addition to the provisions of this Agreement shall be made in writing by addendum, signed by the authorized representatives of both parties.

Amendments to the agreement represent integral parts thereof and become effective at the date of their signing by both parties.

The following annexes are integral parts of this agreement:

Annex 1 – Technical specifications

Annex 2 – Setup minute

Concluded this day of....., in two counterparts with the same value as an original, one for each party.

Article 16 – Conditions for interconnection

The Interconnection is made at the InterLAN POP at the address: NX DATA, Dimitrie Pompeiu Blvd, Bucharest, Romania, starting with dateusing a port with the speed of

Persons empowered by third parties:

	First and last name	Position	Telephone	E-mail
InterLAN				
Technical Manager	Andrei Dinu	Technical Manager	+40 724 319 316	tech@interlan.ro
Administrative Manager	Adrian Calineata	Legal representative	+40 722 308 137	adrian.calineata@interlan.ro
Organization Specialist	Andreea Catanescu	Organization Specialist	+40 721 298 993	andreea.catanescu@interlan.ro

Technical Manager				
Administrative Manager				
Commercial Manager				

SC INTERLAN INTERNET EXCHANGE SRL
Adrian Calineata
Legal representative

ANNEX 1

To Agreement number - TECHNICAL SPECIFICATIONS -

This Annex describes the obligations of the participants to traffic, as well as the rules that must be observed during the operation of the interconnection agreement.

I Obligations

- 1) Each participant to Peering is bound to inform the other participants to the Peering of all its clients' routes, only by means of the InterLAN Route-Servers, but also to accept in its turn all routes announced by the other participants to the Peering, in accordance with the official registrations kept in the whois servers held by the Regional Internet Register;
- 2) Participants are bound to allow the free traffic exchange with the other participants.
- 3) Participants are bound to empower a contact person for technical issues, who should be in charge of any technical problems concerning the interconnection;
- 4) Participants are bound to empower a contact person for administrative issues who can answer to any organizational or financial problem concerning the interconnection;
- 5) All traffic performed through the InterLAN Infrastructure as a result of the exchange of information among participants must not be filtered or altered. Such traffic shall be intercepted or examined only with the written approval of the InterLAN Technical Department or at the written request of the competent bodies, under the laws in force.
- 6) Potential participants are entirely liable for the connectivity with the InterLAN POP where the interconnection is to take place;

II Rules

This paragraph sets forth the rules which must be observed by all participants:

- 1) INTERLAN is the only one to decide the route on which the data packages from the PARTNER are to be transferred within the INTERLAN network.
- 2) No one shall act for illegal purposes or purposes which prevent the use of the Interlan peering (e.g. ARP spoofing, sniffer set-up, etc.).
- 3) The Ethernet frames sent to the Interlan access ports by the members shall only have the following types:
0x0800 – IPv4
0x0806 – ARP;
- 4) Proxy ARP cannot be activated on the Interlan interfaces.
- 5) Participants to peering are allowed a single MAC address on the ports of the Interlan equipment, that of the equipment designated for interconnection;
- 6) All Ethernet frames sent to an Interlan access port shall compulsorily have the same source MAC address;
- 7) The traffic specific for local protocols must not be sent to Interlan access ports. Examples of unacceptable traffic:
 - a. Redirect ICMP
 - b. IEEE802 STP
 - c. Router discovery protocols (e.g. CDP)
 - d. Broadcasts/multicasts belonging to interior routing protocols (OSPF, IS-IS, IGRP, EIGRP)
 - e. BOOTP/DHCP;
- 8) It is prohibited to activate the Spanning-Tree protocol on the connections to Interlan.

- 9) The traffic broadcast to a port must not exceed 10pps / port.
- 10) The route exchange shall only be made through BGPv4 by means of the Route-Servers owned by InterLAN;
- 11) Each peering participant shall allot a single IP address used for interconnection;
- 12) The maximum length of a prefix announced by the participants must not exceed 24 bytes;
- 13) All routes announced by Interlan originating from public AS must be registered in the RIPE data base (route-objects should exist).
- 14) Each peering participant must own a public ASN and at least an IP address class originated from its own ASN.
- 15) By the BGP session only own IP address classes or the clients' addresses shall be announced, not those of other providers without their express consent and the express consent of Interlan.
- 16) The IP address space reserved for peering in Interlan shall not be announced in other networks unless with the prior written approval of the InterLAN Technical Department.
- 17) All routes announced in InterLAN shall have a nexthop set by the member who makes the announcement, save for the case when the approval of the technical department was obtained for the members announcing next hop routes to other members.
- 18) The announcement of private address classes (RFC1918) is not allowed in InterLAN.
- 19) A participant shall send traffic to the port of another participant only if the latter gave its permission by means of a route announced by Interlan route-servers or of a private BGP session made through approved vlans.
- 20) The use of static routes is not allowed. All decisions to route the traffic or not through the connection with Interlan shall be taken based on the routes received through the BGP session from route-servers.
- 21) Private BGP sessions between members on the Interlan traffic vlan are not allowed. If an exchange of traffic of another type than the one originated from the direct peering AS, the Technical Department shall make available VLANs committed to this, after obtaining the prior approval of the Interlan Board of Directors.
- 22) The interfaces of the routers connected in an Interlan port shall use only the settings of IP/netmask and VLAN address which were assigned by the InterLAN Technical Department.
- 23) It is recommended that the devices used for the interconnection be specialized equipment, of the router or Layer III switch class.
- 24) The replacement of the equipment (with another equipment of the same type or with another one of other type) or the change of the configuration thereof, must be notified to the Technical Department of InterLAN at least 48 hours before the occurrence of the event, for the purpose of taking all necessary action for preventing eventual problems of compatibility and/or connectivity of the participants. In case of accidental replacement of the equipment following its break-down, it is required to immediately inform the InterLAN Technical Department by any means.

SC INTERLAN INTERNET EXCHANGE SRL

Adrian Calineata

Legal representative

ANNEX 2

To Agreement number

- SETUP MINUTE -

Concluded today,

By and between:

Interlan Internet Exchange SRL, headquartered in Bucharest, 8th Cezar Bolliac street, 1st floor, office no. 3, District 3, Sole Registration Number RO 27259741 (hereinafter referred to as InterLAN) with bank account RO06 BTRL 0430 4202 3891 11XX opened with Banca Transilvania Unirii Branch, duly represented by Adrian Calineata, acting as Legal representative, hereinafter referred to as **INTERLAN**

and

_____headquartered in _____having IBAN bank account _____, opened with _____hereinafter referred to as

PARTNER.

Today, _____ was completed the interconnection between the parties as follows:

LOCATION			
<i>Colocation center:</i>	NX Data	<i>Address</i>	Dimitrie Pompeiu Blvd, Bucharest, Romania
TECHNICAL DATA			
<i>Assigned speed</i>		<i>Transmission medium:</i>	Single Mode
<i>Routing protocol</i>	BGP	<i>INTERLAN ASN:</i>	39107
		<i>PARTNER ASN:</i>	

SC INTERLAN INTERNET EXCHANGE SRL
Adrian Calineata
Legal representative