Multi-Lateral Peering Agreement

Parties

..........................., ...
[Company name,   ACN/RBN]

Established at

..............................., ...,
[City,   Country]

Duly represented in this matter by

......................................,
[Name of responsible person]

......................................,
[Function/Role/Position]

Hereinafter called: participant,

and

IX Services Australia Pty Ltd trading as PIPE Networks or The PIPE,

Established in Brisbane, Australia,

Duly represented in this matter by

....
Name

....
Position

Hereinafter called: The PIPE,

have agreed, under the laws of Australia, as follows:

Definitions

For the purpose of this agreement the following terms shall have the following meanings:

Exchange Point(s): The PIPE infrastructure which facilitates the route exchange between participants of the PIPE MLPA ;

Participants: All parties which have signed this Multi-Lateral Peering Agreement (MLPA) with the PIPE;

Peering: The advertising of routes via BGP4 for the PIPE participants and their customers;

Internet Routing Registry (IRR): A union of world-wide routing policy databases, containing globally unique information about, among other things, assigned AS numbers, assigned IP address blocks and routing policy's. In Europe a regional database (RIPE DB) is operated by the RIPE Network Coordination Centre (RIPE NCC). In the USA the regional database (RADB) is operated by Merit Network;

Regional Internet Registry (RIR): Organisations providing allocation and registration services for a specific region, under authority of IANA, which jointly support the operation of the Internet globally. In Europe this is done by RIPE NCC, in the USA by ARIN, in the Asia Pacific area by APNIC;

Autonomous System Number (ASN): A globally unique interdomain routing identifier, assigned by a Regional Internet Registry.

Obligations

This paragraph describes the obligations of the participant.

On each exchange point where the participant has signed the MLPA, the participant is obligated to advertise all its local customers' routes to all other MLPA participants that have signed up, and accept the customer's routes advertised by those other participants;

The participant is obligated to exchange traffic among the customers of all of the MLPA participants for each exchange point;

The participant is obligated to assign a technical contact person in charge of all technical peering matters;

The participant is obligated to assign an administrative contact person in charge of all organization and financial peering related matters;

All traffic passing across the PIPE exchange point(s) as a result of this MLPA between MLPA participants shall not be filtered or tampered with, nor shall it be examined for content.

Rules

This paragraph describes rules the participant should respect.

Customers will agree to be bound by the Techncial Requirement and Rules for the exchange, these are available at http://www.pipenetworks.com/docs/technical-req.htm

These must be attached to the MLPA and initialed on each page as Attachment A.

Customers will agree to be bound by the General Terms and Conditions when operating with the PIPE, these are available at http://www.pipenetworks.com/docs/terms.htm . For the purpose of this MLPA, references to "customers" in the Terms and Conditions will mean participant in this MLPA.

These must be attached to the MLPA and initialed on each page as Attachment B.

Rights

This paragraph describes the rights of the participant.

Participation in this agreement is voluntary;

Any party has the right to withdraw at any time;

The participant is entitled to select routing paths among the MLPA participants;

The participant is entitled to make Bi-Lateral Peering Agreements with non-MLPA participants;

The participant can optionally peer with more than one PIPE exchange point in different cities or regions ;

Exclusions

This paragraph describes the issues which are not explicitly covered by this agreement.

The participant is not obligated to provide transit to other MLPA participants;

The participant is not obligated to announce the routes obtained from its Bi-Lateral Peering Agreement partners to the MLPA participants;

Monetary settlements for exchanges between signatories are not required by this agreement;

The participant is not obligated to provide transit of packets from the PIPE to other meet points, IXs or NAPs;

This MLPA does not cover or disallow cross-connects or private peerings between participants;

Hosting of router hardware or any equipment at the PIPE is not covered by this MLPA.

Best effort basis

This paragraph describes issues to which the participant commits to make the best reasonable possible effort to achieve.

This agreement is implemented by each party on a best-effort basis (there is no penalty for not respecting the obligations herein, other than the termination of this agreement);

All parties are requested to give a termination notice 30 days prior to termination;

Routing policy will conform to future recommendations of the IETF;

The participant will make a best-effort to keep the Internet Routing Registry up-to-date with its active routing policy at all times;

Participants agree to maintain sufficient bandwidth to the PIPE exchange point (s) they are connected to, to keep their connections to the PIPE exchange point (s) congestion free.

Establishment procedure

A potential participant either already has an AS number or applies for one at a Regional Internet Registry (when applicable);

A potential participant is responsible for gaining connectivity to the Open Peering based exchange point(s) (Open peering is not responsible for this);

The potential participant signs this Multi-Lateral Peering Agreement;

The potential participant sends this Multi-Lateral Peering Agreement along with registration information (legal and peering contacts), preferably on the registration form provided with this contract, to the PIPE;

The potential participant updates the Internet Routing Registry to reflect the newly signed MLPA;

The PIPE will notify current MLPA members of the new member.

Term and renewal

The term of this MLPA shall be one year; The term of this MLPA shall renew automatically on the same terms unless terminated or amended, as provided herein.

Change procedure

The participant has to inform the PIPE of changes by written notice;

The participant will be held to a 30 day period to provide notice of changes on a best-effort basis;

The participant needs to update the Internet Routing Registry (when applicable).

Termination procedure

The participant will inform the PIPE of termination by written notice;

The participant will be held to a 30 day period to provide notice of termination on a best-effort basis;

The participant will not be held to this 30 days period and can terminate this MLPA instantly only in co-operation and in agreement with the PIPE ;

The PIPE will notify current MLPA members of the termination;

The participant needs to update the Internet Routing Registry.

Packet loss of 10% on any connection to the PIPE over a sustained period of time can be grounds for termination of this agreement.

Fees

All fee include GST.

Setup Fee   :.................. once off

Monthly
recurring fee :.................. per month

Includes   :..................................

               ....

               ....

               ....

Signatures

.........................[Company Name] PIPE Networks

..... - ..... - ....   [Date]   ..... - ..... - ....

.........................[Signatures]   ....

.........................[Name]   ....

.........................[Function]   ....

Attachments

  A. Technical Requirements and Rules
  B. General Terms and Conditions