



**Participation Agreement between:**

Uganda Internet Exchange Point Limited

(“UIXP”)

DESCRIPTION	A private not-for-profit company registered in accordance with the laws of Uganda		
PHYSICAL ADDRESS	Uganda Internet eXchange Point, Plot 33, Clement Hill Road, Kampala, Uganda		
POSTAL ADDRESS	Communications House, 1 Colville Street, Kampala, Uganda		
PHONE NUMBER	+256790884905	EMAIL	accounts@uixp.co.ug
NAME OF SIGNATORY			
DESIGNATION / TITLE			
SIGNATURE			
SIGNED AT (HH:MM)		DATE (YYYY-MM-DD)	

and

(“Participant”)

ORGANIZATION NAME			
DESCRIPTION			
PHYSICAL ADDRESS			
POSTAL ADDRESS			
NAME OF SIGNATORY			
DESIGNATION / TITLE			
SIGNATURE			
SIGNED AT (HH:MM)		DATE (YYYY-MM-DD)	

This Participation Agreement is entered into between **Uganda Internet eXchange Point Limited ("UIXP")** and ("**the Participant**").

## 1 Background

- 1.1 UIXP wishes to provide network interconnection infrastructure ("**the Exchange**") and related services; and
- 1.2 The Participant wishes to access the Exchange in order to enjoy the benefits thereof.

## 2 Basis

- 2.1 Whilst UIXP will use all reasonable commercial endeavours to ensure the availability and proper functioning of the Exchange:
  - 2.1.1 the Exchange is provided on an "as is" basis and UIXP hereby disclaims all warranties, whether implied, statutory or otherwise to the fullest extent permitted by law; and
  - 2.1.2 UIXP will not have any liability to the Participant or any third party, whether direct, indirect, consequential, punitive, special or general for any failure to provide the Exchange. Accordingly, the Participant hereby indemnifies and holds UIXP harmless against any claims which may be instituted against UIXP by any third party.

## 3 Duration

- 3.1 This Agreement shall commence on the date of the last-dated signature of this Agreement by a party and shall continue thereafter for an indefinite period, subject to the right of either Party to terminate this Agreement on no less than 30 (thirty) days written notice to the other party, unless otherwise terminated according to its terms.

## 4 Exchange

- 4.1 UIXP shall provide the Exchange to the Participant on the basis set out in **Schedule 1**.

## 5 Obligations of the Participant

- 5.1 In order to ensure that the Exchange achieves its objective of universal interconnection and operates effectively, the Participant shall comply with the technical and other requirements set out in **Schedule 2** as well as all other processes and procedures as may be stipulated by UIXP from time to time.

## 6 Suspension and Termination

- 6.1 If the Participant at any time fails to fulfil the obligations set out in **Schedule 2** then UIXP may:
  - 6.1.1 provide the Participant with written notice detailing the nature of the failure and the steps required to remedy same and the timeframe within which such steps must be taken;
  - 6.1.2 in addition, suspend the Participant's access to the Exchange, with or without prior notice, pending remediation of the failure complained of, provided that UIXP shall notify you of such suspension as soon as reasonably possible before or after such suspension occurs; and/or
  - 6.1.3 terminate this Participation Agreement on written notice to the Participant.
- 6.2 Should the Participant be suspended for any reason:
  - 6.2.1 its suspension will be notified immediately to all other participants in the Exchange;
  - 6.2.2 it will be disconnected from all services related to the Exchange while suspended;
  - 6.2.3 the Participant must continue to comply with all its obligations under this Participation Agreement which are not affected by the suspension;
  - 6.2.4 the Participant may not hold itself out as a participant in the Exchange.
- 6.3 The Participant may reapply for access if this Participation Agreement is terminated for any reason, subject to its complying with the requirements set out in **Schedule 2**.
- 6.4 In addition to the above, UIXP may be required to suspend access to the Exchange in order to carry out routine maintenance to the Exchange, provided that UIXP shall endeavour to undertake same at times of low traffic volume.

## 7 Monitoring

- 7.1 The Participant understands that UIXP may monitor any of its ports or connections associated with the Exchange, but only where:
  - 7.1.1 the information is generic in nature and is only gathered for statistical or network management purposes;
  - 7.1.2 UIXP reasonably believes the Participant is failing to comply with its obligations under this Participation Agreement; or

7.1.3 the Participant has explicitly requested the specific monitoring or has consented to it following a request from UIXP.

7.2 Where UIXP does monitor a port/connection, it will endeavour (where possible) to make sure that such monitoring will neither:

7.2.1 have a substantially adverse affect on the services provided to the Participant; nor

7.2.2 compromise the Participant's confidentiality.

## 8 Indemnity

8.1 The Participant hereby indemnifies and holds UIXP harmless against any claim instituted by any other participant in the Exchange or other third party against UIXP, which claim arises out of any wrongful act or omission on the part of the Participant.

The Participant further agrees that it shall have no claim against UIXP for any loss, harm, or damage arising out of this Participation Agreement or its participation in the Exchange, including, without limitation, due to any wrongful act or omission of any other participant in the Exchange or any other third party.

## 9 Consideration

9.1 The Participant must pay all fees due according to the payment terms listed on invoices issued by UIXP. If no payment terms are listed, fees must be paid within 30 days of the invoice date as listed on the invoice.

9.2 Non-payment shall constitute a breach of this Agreement and entitle UIXP to suspend the Participant from the Exchange without notice or terminate this Agreement on written notice to the Participant (or both).

## 10 Confidentiality

10.1 Each Party shall treat and hold as confidential all information which it may receive from the other party or which becomes known to it concerning the other party during the term of this Participation Agreement which is marked as confidential or has the necessary quality of confidentiality about it ("**Confidential Information**").

## 11 Communications

11.1 Email is the primary means of communication between UIXP and the Participant and any reference to "in writing" in this Participation Agreement shall include communication by email.

## 12 Publicity

12.1 The Participant hereby agrees that UIXP may communicate via its website, and in other forms of marketing media, the names of participants that access the Exchange. Either Party may make or send public announcements, public circulars or public communications to any person without the prior written consent of the other Party by way of advertising, sales promotions, press releases or other publicity which does not use the Intellectual Property of the other Party.

## 13 No Assignment

13.1 Neither Party shall be entitled to cede, assign, delegate or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

## 14 Force Majeure

14.1 A Party shall not be liable to perform any of its obligations in terms of this Participation Agreement insofar as it is able to prove that such failure was due to an impediment beyond its reasonable control and, for purposes of this clause 14, the following events shall be deemed to be impediments beyond the control of the Parties, namely: war, natural disasters, boycotts, strikes, lockouts, cable cuts, destruction of equipment and installations, acts of authority and any other similar events beyond either Party's reasonable control.

14.2 If a force majeure event continues for a period of more than 30 (thirty) days, then the other Party may terminate this Participation Agreement by written notice to the Party seeking relief by reason of force majeure.

## 15 General

15.1 The Parties shall at all times owe each other a duty of good faith.

15.2 Each Party warrants that:

15.2.1 it has the full corporate right, power and authority to enter into this Participation Agreement and to perform its obligations hereunder;

15.2.2 when executed and delivered by such Party, this Participation Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

15.3 Nothing in this Agreement shall be construed as constituting a temporary employment service.

- 15.4 Nothing in this Agreement shall be construed as creating a partnership between the parties and neither party shall have any authority to incur any liability on behalf of the other or to pledge the credit of the other party.
- 15.5 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof and replaces all prior agreements or arrangements between the Parties in regard to the subject matter of this Agreement.
- 15.6 No amendment or modification to this Agreement shall be effective unless in writing and signed by authorised signatories of the Parties.
- 15.7 No granting of time or forbearance shall be or be deemed to be a waiver of any term or condition of this Agreement and no waiver of any breach shall operate a waiver of any continuing or subsequent breach.
- 15.8 Each party shall be responsible for its own legal and other costs relating to the negotiation of this Agreement.
- 15.9 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 15.10 References to:
- 15.10.1 persons shall include companies, corporations, and partnerships;
- 15.10.2 any party shall, where relevant, be deemed to be references to, or to include, as appropriate, their respective successors or permitted assigns;
- 15.10.3 the singular shall include the plural and vice versa;
- 15.10.4 any one gender shall include a reference to all other genders; and
- 15.10.5 any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended from time to time.
- 15.11 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next business day.
- 15.12 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.
- 15.13 This Participation Agreement shall be construed and governed in accordance with the laws of Uganda and the Parties submit to the exclusive jurisdiction of the courts of Uganda.

## Schedule 1: Services

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UIXP shall provide the following services associated with the provision of the Exchange:

1. OSI Layer 2 switching infrastructure in order to facilitate Bilateral and Multilateral Peering.
2. Bilateral Peering
  - 2.1. Bilateral peering is the direct interconnection between only two networks across a Layer 1 or 2 medium.
  - 2.2. Bilateral Peering agreements are the responsibility of the connecting networks.
  - 2.3. Bilateral Peering is subject to the guidelines as stated in Schedule 2.
3. Multilateral Peering
  - 3.1. Multilateral Peering is a voluntary service which facilitates route exchange between multiple participants.
  - 3.2. UIXP shall provide redundant route servers in order to facilitate Multilateral Peering.
  - 3.3. Multilateral Peering is subject to the guidelines as stated in Schedule 2.
4. Monitoring, traffic statistics, and technical support services.

## Schedule 2: Participant Obligations

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In order to participate in and enjoy continued access to the Exchange, the Participant shall, at all times during the term of this Participation Agreement, adhere to the following requirements. Failure to adhere to these requirements shall constitute a breach of this Agreement and entitle the UIXP to suspend the Participant from the Exchange without notice; or terminate this Agreement on written notice to the Participant (or both).

### 5. Organizational Requirements

- 5.1. The Participant shall appoint one or more persons to be its corporate representative in terms of this Participation Agreement. The Participant shall advise the UIXP of the identity of its Corporate Representatives within 7 (seven) days of the commencement date of this Participation Agreement. The Participant agrees that its Corporate Representatives shall have the authority to make binding decisions with regard to this Participation Agreement and the Participant's participation in the Exchange, which may be communicated through authenticated access to the UIXP website or otherwise. Such decisions may include the appointment of further Corporate Representatives and the removal of Corporate Representatives.
- 5.2. The Participant shall maintain at least one member of operations personnel who understands the rights and obligations of the Participant under this Participation Agreement.
- 5.3. The Participant shall provide the UIXP with up-to-date NOC, administrative, and billing data upon request.
- 5.4. The Participant will not refer any of its customers, or their representatives, directly to the UIXP support staff unless specifically agreed by a member of UIXP staff by email.
- 5.5. The Participant will make sure that at least one member of its staff is subscribed to the UIXP mailing list.
- 5.6. The Participant undertakes that its usage of the Exchange will not be harmful to the UIXP network or the other participants in the Exchange at any time. "Harmful" means usage which, in the reasonable opinion of UIXP, adversely affects other participants or the entire exchange.

### 6. Hardware and Equipment Requirements

- 6.1. The Participant shall be responsible for extending their network to the UIXP facility and switching infrastructure and bearing all associated costs.
- 6.2. The Participant shall only mount equipment in UIXP rack space with the approval of the UIXP and within the rack units assigned to them. All other equipment shall be removed without warning.
- 6.3. The Participant shall only install equipment in UIXP rack space which they own and operate themselves unless given written approval from the UIXP. All other equipment shall be removed without warning.
- 6.4. The Participant shall clearly label all of their equipment with ownership information.
- 6.5. The Participant shall not touch or interfere with any equipment and/or cabling owned by other Exchange participants without the explicit permission of the UIXP management or the equipment owner.

### 7. Technical and Networking Requirements

- 7.1. The Participant shall have an Autonomous System Number (ASN) assigned by one of the Regional Internet Registries (RIRs) or an alternative agreed by the UIXP.
- 7.2. Connected ports must be Ethernet.
- 7.3. The Participant shall use only the UIXP switch port(s) and IP address(es) assigned to them.
- 7.4. The Participant shall use a single MAC address per port.
- 7.5. Any intermediate devices between the UIXP switch and the Participant's router, for example an aggregation switch, a third party Ethernet transport provider, or media conversion device must not emit any traffic towards the Exchange.
- 7.6. The Participant shall use BGP to exchange routing information.
- 7.7. Only ethertypes 0x0800 (IPv4), 0x08dd (IPv6) and 0x0806 (ARP) are permitted on the public peering LAN.
- 7.8. The Participant shall disable Proxy ARP on the router interface connected to the Exchange.
- 7.9. The Participant shall disable all link-local protocols on the router interface connected to the Exchange except for ARP and IPv6 Neighbour Discovery.
- 7.10. The Participant shall not export the Exchange peering LAN address space to other networks without permission.
- 7.11. Aggregated ports will follow 802.3ad specifications. The aggregated links must be of the same media type and link speed.
- 7.12. The Participant shall BGP peer with the Exchange's route collector, if available.