

**National Internet eXchange of India**  
**Membership Agreement**

This Agreement is executed on this ... day of....., 2004

between

..... With Registered Office at-----  
*hereinafter referred to as “Member”*

And

***National Internet Exchange of India***, with registered office at 612-A, Chiranjiv Tower, 43, Nehru Place, New Delhi-110019 hereinafter referred to as “**NIXI**”

**WHEREAS** NIXI is established to be a neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic.

**AND WHEREAS** the Member is an ISP duly licensed by the Government of India (“Licensor”) to provide Internet services in India in accordance with the terms of the License granted to it.

NOW the Member and NIXI agree as follows :

**1. Definitions**

“**ASN**” means Autonomous System Number which is a globally unique identifier for Autonomous Systems. An Autonomous System (AS) is a group of IP networks having a single clearly defined routing policy, run by one or more network operators.

“**BGP**” means Border Gateway Protocol which is a protocol for exchanging routing information between gateway hosts (each with its own router) in a network of autonomous systems. BGP is often the protocol used between gateway hosts on the Internet. The routing table contains a list of known routers, the addresses they can reach, and a cost metric associated with the path to each router so that the best available route is chosen.

“**Connection**” means the physical connection of the peering router of ISP to the NIXI shared medium (e.g. LAN switch), which is not allowed to go beyond the premises of the respective Housing Site.

“**Core Area**” is the Room, cage or otherwise dedicated and separated rack space at the Housing Site where the NIXI equipments (e.g. LAN switch) is located.

“**Housing Site**“ :is the Physical location at which the NIXI is present, and where the peering router of ISP is located.

Initials

Initials Member:

“ISP” shall mean an Internet Service Provider, having valid ISP License issued by the MCIT. The term ISP shall include those Internet Service Providers also who have got their License amended for providing Internet Telephony

**Member** is an ISP who wants to connect to NIXI and avail of its services under the terms and conditions of this agreement.

**'Member Equipment'** is any equipment owned by, leased to, or otherwise controlled by a Member, who is here referred to as the 'owner' irrespective of the actual method of control.

“MCIT” means Ministry of Communications & Information Technology, Government of India.

## **2. Services provided by NIXI to Member**

NIXI shall :

- a) provide and maintain the Connection for Member.
- b) provide rack space to the Member at its site.
- c) allow access to the Core Area only to authorized personnel of Member under supervision of NIXI staff
- d) provide 24 x 7 watch of the Member equipment
- e) provide installation & support services
- f) provide network management related services
- g) provide any other services as decided by the NIXI Board

## **3. Responsibilities of Member**

Member shall

- a) make payments to NIXI as per the Financial Schedule as applicable to the Member by the due date. No refund of charges will be made under any circumstances.
- b) at his own cost ensure the faultless connection of its Network through Leased line (or any other connecting medium such as Radio link, VSAT, Fibre, ATM, Frame relay etc.) to the NIXI network, as per the Technical Requirements of NIXI.
- c) Be solely responsible for all charges (including insurance, maintenance, repairs, configuration, operation etc) related to the Member Equipment.
- d) provide 24x7 operational contact details for the use of NIXI staff and other NIXI Members as required by NIXI.
- e) ensure that its usage of the Connection / NIXI's network is not detrimental in any way and does not cause damage to the NIXI network / infrastructure or to the usage of NIXI by the other Members or to the traffic exchange thereon.
- f) Insure its equipments (including third party insurance) while it is in the NIXI racks.
- g) not hold NIXI responsible for the content of its traffic being transmitted through NIXI network

Initials

Initials Member:

- h) Be solely responsible for the Member's own violation of the conditions of its the ISP License(s) issued to it by the Department of Telecom, Ministry of Communications & IT, under which he is authorized to provide Internet Services and connect to NIXI

### **3. Connecting Rules at NIXI to be adhered by Member**

- a) Members shall have an ASN (Autonomous System Number) and use BGP4(+) for peerings.
- b) The Autonomous System Number which the Member provides to NIXI should be visible from the NIXI router.
- c) Member shall not hand over international traffic at NIXI.
- d) Member shall handover its traffic to the NIXI PoP which is nearest to the destination of the traffic.
- e) Member may allow other ISP's to connect to NIXI and handover their traffic through its own facilities. Member in that case will advertise the ASN of such ISPs connecting through it. Member shall have its own agreement with the ISPs connected through it, requiring such ISPs to adhere to the terms and conditions of this Agreement.
- f) Member shall not use NIXI Services to carry out any illegal or unauthorized activities
- g) Members will be allowed to do bilateral peering/transit amongst themselves without using the NIXI switches or any other NIXI networking equipment.

### **4. Peering Policy of NIXI**

NIXI has adopted a multilateral peering policy. Member ISPs shall not refuse to accept traffic from other members.

### **5. NON COMPETE**

NIXI is a neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic and shall not compete with the business of Member ISPs. NIXI may provide Transit services to a limited extent only at the approval of NIXI Board.

### **6. Membership Status**

Submission of this Agreement along with the Joining form and Connection form does not guarantee membership to NIXI. The membership shall be deemed to be granted only after the application and agreement is approved by the NIXI board. On granting of the membership, the Member shall be entitled to all the rights described in the Bye-Laws/ Articles of Association of NIXI including offering candidature to be elected on NIXI Board as and when permissible.

## **7. Warranties & Representations**

Member represents that it possesses a valid License issued by the Department of Telecom, Ministry of Communications & IT to provide Internet Services, a copy of which has been provided to NIXI along with this Agreement.

NIXI represents that it possesses a valid authority granted by the Department of Information Technology under Ministry of Communication & Information Technology, Government of India to act as a neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic, a copy of which has been provided to the Member.

## **8. Non-compliance**

Any Violation of the provisions of this agreement including the Payment schedule and technical requirement may result in immediate disconnection from the Services, termination of membership, financial penalties or any other action at the sole discretion of the NIXI Board.

## **9. Fee & Mode of Payment**

Member is liable to make payments of the dues by the due dates in accordance with the Financial Schedule as applicable and amended from time to time. Non payment of the dues by the due date will be deemed to be non-compliance of the terms of this agreement

## **10. Intellectual Property Rights**

All logos, trademarks, copyrights and other intellectual property rights remain the property of its respective owners. This Agreement in no way grants any right to a party to use the intellectual property of the other party.

## **11. Insurance and Liability**

NIXI shall take all precautions to ensure that no damage is caused to the Member Equipment, however, NIXI shall not be liable for any loss or damage, howsoever caused, to the Member Equipment. Member is solely responsible to get its equipment insured.

## **12. TERM and TERMINATION**

This Agreement shall come into force upon approval by the Board of NIXI or a personnel duly authorized by NIXI Board for this purpose and shall remain in force until its termination in accordance with the provisions of this Agreement.

Either Party may terminate this Agreement by giving a written notice of 3 Calendar months to the other.

Initials

Initials Member:

Notwithstanding anything said in this Agreement NIXI reserves the right to immediately disconnect a member and suspend services to it at any time on having reasonable knowledge of any violation of this Agreement or other terms and conditions that will be communicated to the Member from time to time by the Member.

**13. Sever ability:**

If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in force unaffected.

**14. Relationship:**

The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture between the parties.

**15. Force Majeure**

If performance of either party is prevented because of the occurrence of force majeure or unforeseen circumstances, beyond the reasonable control of the parties, such occurrence shall not constitute a breach of this agreement.

**16. Indemnity**

The Parties to this Agreement shall indemnify and hold each other harmless from and against all direct, indirect, incidental or consequential liabilities, demands, losses, costs and actual expenses suffered or incurred by or awarded against either Party in consequence of or arising out of any actions of the other Party that is in breach of its obligations, warranties, representations under this agreement or are otherwise in violation of the existing laws.

**17. Dispute Resolution & Applicable Law**

Any disputes arising out of to this agreement shall be resolved through arbitration ,conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996.The venue of arbitration being New Delhi. This agreement shall be construed in accordance with the laws of India and is subject to the High Court at New Delhi.

**18. Annexures Intergaral Part of this Agreement**

All the Annexures attached to this agreement shall form the integral part of this agreement provided that any inconsistency between the main body of this Agreement and the annexures attached thereto, the provisions under the main body of the Agreement shall supersede the provisions of the Annexures.

The authorized signatories of the Parties have set their hands on the date mentioned hereinabove

For the Member

For NIXI

Authorised Signatory

Authorised Signatory

Initials

Initials Member:

**NIXI Technical Requirements**

Member shall have to install its following Equipment in each NIXI location where the Member wants Connection to NIXI :

- 1) Leased line other appropriate connecting medium through which Member wants to connect to NIXI location. Such leased line or connecting medium shall depend on the number of ports, capacity, and services being purchased from NIXI
- 2) Leased Line Modem (or other relevant equipment) for terminating the above said connecting medium at the relevant NIXI location
- 3) 1 Router capable of speaking BGP4+ or above

and other equipment required for connecting to NIXI.

Members use of the NIXI shall at all times conform to the relevant standards as laid out in STD0001 and associated Internet STD documents published by IETF.

**1. Physical**

- 1.1 Ethernet interfaces attached to NIXI ports shall be explicitly configured with duplex, speed and other configuration settings and shall not be auto-sensing.

**2. MAC Layer**

2.1 Frames forwarded to NIXI ports shall have one of the following ethertypes

§ 0x0800 - IPv4

§ 0x0806 - ARP

§ 0x86dd - IPv6

2.2 Frames forwarded to an individual NIXI port shall all have the same source MAC address.

2.3 Frames forwarded to NIXI ports shall not be addressed to a multicast or broadcast MAC destination address except as follows:

§ broadcast ARP packets

§ multicast IPv6 Neighbour Discovery packets

2.4 Traffic for link-local protocols shall not be forwarded to NIXI ports except for the following:

§ ARP

§ IPv6 ND

Link local protocols includes but is not limited to:

§ IRDP

§ ICMP redirects

§ IEEE802 Spanning Tree

§ Vendor proprietary discovery protocols (e.g. CDP, EDP)

§ Interior routing protocol broadcasts (e.g. OSPF, ISIS, IGRP, EIGRP)

§ BOOTP/DHCP

§ PIM-SM

§ PIM-DM

§ DVMRP

### **3. IP Layer**

3.1 Interfaces connected to NIXI ports shall only use IP addresses and netmasks (prefix lengths) assigned to them by NIXI. In particular:

§ IPv6 addresses (link & global scope) shall be explicitly configured and not auto-configured.

§ IPv6 site-local addresses shall not be used.

3.2 IP packets addressed to NIXI peering LAN directed broadcast address shall not be automatically forwarded to NIXI ports.

3.3 On all interfaces connected to the NIXI, members must disable: Proxy ARP, ICMP redirects, Directed broadcasts, IEEE802 Spanning Tree, Interior routing protocol broadcasts, and all other MAC layer broadcasts except ARP.

3.4 Members must only use IP addresses that have been allocated to them by the NIXI on the interface(s) of their router(s) connected to the NIXI peering LAN.

### **4. Routing**

4.1 Member must have their own AS Number and must register in advance, in the APNIC routing registry, all routes to be announced through NIXI.

4.1 All exchange of routes across the NIXI network shall be via BGP4(+).

4.2 AS numbers used in BGP4(+) sessions across the NIXI network shall not be from ranges reserved for private use.

4.3 All routes advertised shall be aggregated as far as possible.

4.4 IP address space assigned to NIXI peering LAN shall not be advertised to other networks without explicit permission of NIXI.

4.5 All routes advertised across the NIXI network shall point to the router advertising it UNLESS agreement has been made in advance in writing by NIXI and the two members involved.

4.6 Members may not advertise routes with a next-hop other than that of their own routers without the prior written permission of the advertised party, the advertisee, and the NIXI

4.6 All routes to be advertised in a peering session across NIXI shall be registered in the APNIC or other public routing registry.

4.7 Members may use more than one ASN for their NIXI peering provided that each ASN presented shares the same NOC and peering contact details.

4.8 Members shall not directly connect customers to their router housed in any NIXI rack.

4.9 Members may not connect equipment to the NIXI peering LAN on behalf of third parties.

4.10 Members should not routinely use the NIXI for carrying traffic between their own routers.

### **5. Forwarding**

5.1 Traffic shall only be forwarded to a NIXI member when permission has been given by the receiving member either:

5.1.1 by advertising a route across the NIXI network

5.1.2 or explicitly in writing

5.2 Traffic shall not be routinely exchanged between two NIXI ports owned by the same NIXI member.

### **6. Additional Rules for member equipment hosted at a NIXI site**



Where Member Equipment is hosted at a NIXI site members shall also adhere to the following Rules:

6.1 Member Equipment and cabling shall be clearly labelled with the name of the member.

6.2 Persons working in NIXI sites on behalf of a Member shall not interfere with another Member's Equipment or cables without explicit permission from the owner of the equipment.

6.3 Persons working in NIXI sites on behalf of a Member shall adhere to the security procedure of NIXI.

## Annexure B

### Commercial Schedule

Member shall pay the non-refundable one time Joining Charges as given hereunder along with the signed copy of this Agreement .

The Connectivity Charges fee will be pro-rata from the month in which the Member joins to the end of that billing quarter. Connectivity Charges shall be payable quarterly in advance, the due date being 20<sup>th</sup> day of the calendar month preceding the calendar quarter. The billing quarters shall be 1<sup>st</sup> January to 31<sup>st</sup> March, 1<sup>st</sup> April to 30<sup>th</sup> June, 1<sup>st</sup> July to 30<sup>th</sup> September, 1<sup>st</sup> October to 31<sup>st</sup> December.

<b>Joining Charges (per NIXI PoP) One time</b>	Rs. 50,000
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### Connectivity Charges

<b>Port Capacity</b>	<b>Rs. In Lacs per year</b>
64 kbps	0.5
128 kbps	0.75
512 kbps	1.00
1 Mbps	1.25
2 Mbps	1.50
4 Mbps	2.00
8 Mbps and above	3.00

### Additional Service Fees

<b>Particulars</b>	<b>Amount in Rs.</b>
<i>Rack Space including electricity (in NIXI Rack)</i>	Rs. 2500 per U per year
<i>Accompanied Access</i>	Rs. 500 per accompanied access. Rs. 5000 maximum per month

**Charges for reconnection** Rs. 50000 per port per location per instance.

**Charges for modification in capacity / port/ (upgrade/downgrade)** Rs. 5000 per instruction per connection

### **No Charges payable before they are officially announced by NIXI Board**

*There will be no charges/fee payable by ISPs to connect to NIXI for the initial period till the Charges are finalised by the NIXI Board and officially announced (which may be done by the end of June or early July). Till that time ISPs will only need to bring in their Leased Lines and Router. Any Charges will become payable only after they have been officially announced by NIXI. Connectivity Charges will not be retrospective, i.e., no connectivity charges will be payable for the period before the Charges are officially announced by NIXI. The Membership Agreement will be required to be signed only after the Charges are announced. The Charges given below are only Indicative, however they are not likely to differ substantially.*

Initials

Initials Member: