



PORT APPLICATION FORM

Johor Bahru Internet Exchange. OpenDC Sdn Bhd.
Level 16, Menara MSC Cyberport, No 5, Jalan Bukit Meldrum, Tanjung Puteri, 80300 Johor Bahru,
Johor, Malaysia. Tel.: +60-3-8888-8188

ORGANIZATIONAL DETAILS

Org. Legal Name:
Website Address:
Company Reg. No.:

Technical Contact

First Name, Last Name:
Position: Email:
Phone Number: Mobile Number:

Address

Street:
City: State/Province:
Postcode: Country:

Billing Address

Billing Contact Person:
Billing Contact Phone:
Street:
City: State/Province:
Postcode: Country:

NETWORK INFORMATION

Network Name:
Network PeeringDB Link:
Peering Policy link:
Peering Policy: ASN:
Port Location: Interface Type:
Port: RFS Date:

Signature: Date:



JBIX's Participant Internet Exchange General Terms and Conditions

The use of Johor Bahru Internet Exchange (JBIX) and related services ("Services") offered by Open DC Sdn Bhd ("Open DC") is subject to (i) these general terms and condition ("GTC"); (ii) the Application Form; and (c) any other specific terms and conditions amended by Open DC from time to time. In the event of any conflict among parts of these GTC, or the Application Form, the following order of precedence will apply: (i). Application Form (including any special terms specified in the Application Form or contained in schedules or appendices attached therein); (ii) other parts of the GTC.

1. Definition:

For the purpose of these GTC, the following terms shall have the following meanings:

- **"Application Form"** means the application form for a Service that when executed by the Participant and Open DC, together with the GTC comprises an agreement between the parties in respect of that Service.
- **"Co-Location or Location"**: means any physical location in which the OPEN DC Port is present.
- **"Connection"**: means the physical connection of the router of Participant (directly or via a third-party network) to the OPEN DC Port.
- **"Connection Date"** means the date the Services activated.
- **"Initial Term"** means the Service duration as specified in the Article 3 below.
- **"OPEN DC Port"**: means the JBIX Infrastructure operated by Open DC Datacentre at Menara MSC Cyberport that facilitate IP traffic exchange between parties connected thereto for the Location as specified in the Application Form.
- **"OPEN DC IP-address"**: means one IP-address, provided and received by the Participant for its own router per connection that Participant has applied for, out of a dedicated address range reserved for the JBIX Infrastructure.
- **"Services"** means the Internet Exchange and related services offered at JBIX at free of charge for 12 months as in Article 3 and 4 herein.

2. Term: The Service will commence on the Connection Date and shall remain in force for a period of 12 months ("Initial Term") and upon conclusion of the Initial Term, the Service will automatically continue in effect indefinitely ("Extended Term") until terminated by either Party upon thirty (30) days' written notice.

3. Provision of Service(s): The Participant who connect to remote peering node will be allocated a 10GE port with 10Gbps connectivity capacity to OPEN DC. OPEN DC provides the following services subject to Open DC's specific terms and conditions:

- (i) remote peering service is provided to Participant on a trial service basis for a duration of 12 months, commencing from the port activation date ("Free Service Period);
- (ii) the bandwidth services is provided on best effort basis.

Participant in the remote-peering-node is required to procure their own bandwidth to connect to OPEN DC directly after the end of the Free Service Period.

4. Service Charge: OPEN DC will make and keep the Connection available to Participant throughout the Initial term with free of charge during the Initial Term. The Service charge ("Charge") in respect of the provision of the Service shall be payable from acceptance of the Extended Term. The Participant hereby agrees to pay the rate published in OPEN DC or JBIX's website and the payment shall be made in the manner specified therein.

5. Use of Service: Participant is entitled to use the Connection for its normal business purposes. Participant's rights under the these GTC are non-exclusive. The Participant shall: -

- (i). comply with and not contravene all applicable laws of Malaysia relating to the Service;
- (ii). not use the Service for any unlawful purposes including and not limited to criminal purposes;
- (iii) not to infringe any intellectual property rights;
- (iv) not entitled to assign any of its rights or interest granted herein; or
- (v) not do anything in any way which could lead directly to death, personal injury, or severe physical injury or environmental damage, whether due, or not, to the failure of the Service(s).

6. OPEN DC's Obligation: Obligations and responsibilities of the OPEN DC with regard to the Services provided will not apply beyond the Service demarcation point or patch at the location.

7. Participant's Obligation: Participant is responsible for arranging cross- connects between its equipment or that of a used third- party transport network and the designated OPEN DC Port termination point (patch panel) in the location of choice. This responsibility may be carried out by a designated third party assigned by the Participant at its own cost. Participant shall not cause or likely to cause any damage, or is in any other way harmful, to the Connection or IX Port or to the traffic.

8. Service Maintenance: OPEN DC shall be responsible for the IX Port availability during the agreement period. For optimal performance of the Services, OPEN DC may from time to time conduct maintenance works on its network infrastructure. Scheduled maintenance is limited to no more than twice a month. Participants shall be notified 14 days in advance for the maintenance works. In the event of any occurrence of an unpredicted situation where the Service degradation is forthcoming due to any software bug or hardware malfunction, an emergency maintenance will be carried out to ensure service continuity. OPEN DC shall inform the Participants at the earliest time possible by email. In a such unlikely event of Service failure, OPEN DC endeavours to restore the Port within 2 hours from the time OPEN DC informs the affected Participant of the outage. Notwithstanding the above, OPEN DC shall not be accountable or undertake to manage faults or any performance degradation issues that occur within the Participant's internal network.

9. Helpdesk: OPEN DC fault escalation helpdesk operates 24 x 7 x 365. The helpdesk is responsible for call logging and ticket creation. For swift escalation, ticket should be emailed to noc@opendc.my or noc@jbix.my

10. Termination: Participant hereby acknowledges and accepts that OPEN DC is entitled to discontinue or suspend Participant's Connection to the OPEN DC Port at any time without being liable therefore in any respect in the event Participant is in breach of its obligations. A party may terminate the Service by giving a 30 calendar days' notice in writing to the other Party. Upon termination of the Services, OPEN DC will immediately terminate the availability IX IP-address(es) assigned under the agreement.

11. Limitation of Liability: Parties shall not be liable in any manner whatsoever to the other or any third party for compensation of indirect or consequential damage, including lost profits and damage consisting of or resulting from loss of data or information. Any liability of the defaulting party towards the other for compensation of damages, shall be limited to a sum not exceeding the total service Charge.

12. Indemnity: The Participant hereby agrees to indemnify and keep OPEN DC indemnified from any loss, damage, liability, claims, proceedings, costs, expense, penalties or others of a similar nature, whether arising from, in connection with or attributable to any acts, default or omission of the Participant or any unauthorized use, operation, abuse or exploitation of the Services by the Participant.

13. Force Majeure: The parties hereto shall be excused from fulfilling its obligations under the Services if and to the extent that such fulfillment is hindered or impeded by any act of God and any other similar events not within the control of either party ("Force Majeure").

14. Disclaimer: The Service is provided on an "as is" basis. Open DC makes no warranty of any kind, either expressed or implied, disclaims all implied warranties, including, but not limited to warranties of merchantability or accuracy and fitness for a particular purpose.

15. Governing Law: All agreement between OPEN DC and the Participant shall be governed and construed in accordance with the laws of Singapore and the Parties hereto irrevocably agree to submit to the jurisdiction of the Courts of Singapore.

16. Waiver: No failure or delay by any party in exercising any right, power or remedy under these GTC shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision of this agreement. Any waiver by any party hereto of a breach or default of any provisions in these GTC shall be in writing.

17. Change in Circumstances: Where the introduction, imposition or variation of any law, order, rule, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application thereof makes it apparent that it will be unlawful to permit the Participant to utilize the Services for any reason whatsoever, either party shall have the right to forthwith terminate this agreement or the parties may mutually agree to change the terms of this GTC to avoid breaching any such law, order, regulation or official directive.

18. Entire Agreement: The GTC and the Application Form shall constitute the entire agreement and understanding between Open DC and the Participant concerning the applicable Services and it supersedes all prior agreements, understanding whether written or oral concerning the Services. No change or modification of this GTC and the Application Form will be binding unless made in writing.

Please initial and sign all pages of the document

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