

## **SERVICE AGREEMENT**

With respect to a NetherLight connection

between

SURFnet bv

and

<COMPANY NAME>

[Number]:

Date: <DATE, YEAR>

Initial SURFnet bv:

Initial [COMPANY NAME]:

## **PREAMBLE**

### **Parties:**

#### **SURFnet bv,**

Principal place of business at Moreelsepark 48, 3511 EP in Utrecht, The Netherlands  
Represented by <NAME, SURNAME>

and

#### **<COMPANY NAME>**

Principal place of business at <ADDRESS, COUNTRY>  
Represented by <NAME, SURNAME>, hereinafter also referred to as "Participant"

### **Whereas:**

NetherLight is an advanced Open Lightpath Exchange infrastructure for interconnecting network services on a neutral basis, optimized for high-performance applications. More information about the NetherLight can be found at: [www.netherlight.net](http://www.netherlight.net)

NetherLight is realized by SURFnet, The Netherlands' national network organization for higher education and research.

Participant wishes to be connected to the NetherLight infrastructure and wishes to enter into a Service Agreement with SURFnet for this purpose.

In this agreement the terms and conditions for providing the connection on the NetherLight facilities are specified.

### **Parties agree upon the following:**

#### **1. The service**

NetherLight offers an open and policy free facility for interconnection. NetherLight's focus is on improving the accessibility of dedicated bandwidth and high quality network services exchanged by its participants. NetherLight provides and enhances these inter-network communications by interconnecting lightpaths on OSI layer 1, layer 2 or layer 2,5.

SURFnet agrees to make available to Participant the connection to NetherLight as outlined in the Attachment to this Agreement and the unlimited option to establish interconnections with other participants connected to NetherLight.

The obligations and responsibilities of SURFnet with regard to the connection will not apply beyond the service demarcation point being the NetherLight/SURFnet connection panel. Participant is responsible for contacting the co-location provider or carrier for the necessary cabling between his equipment and the NetherLight/SURFnet connection panel.

Interconnection arrangements are not covered by this Connection Agreement. The Participant is responsible for the negotiation and conclusion of interconnection arrangements with other users of NetherLight.

## **2. Connection fee and payment conditions**

The contact information, the technical details of the port and the fees will be stated in Appendix I. This Appendix is an integral part of this agreement and new versions will be signed by an authorized contact of Participant.

SURFnet will not increase the fee with more than 10% per year. Upward changes shall be made public at least four (4) months prior to a change period and will always come into force on January 1 of the year. Downward price changes may be applied instantly.

The fee shall be quarterly invoiced to Participant and shall be due as of the production date. The production date is the date that SURFnet defines the connection in production in consultation with Participant. Invoices shall be sent in the first month of this period. Payment must be made within 30 days of the invoice date.

## **3. Term and Termination**

This agreement will enter into force when signed by both parties and shall remain in force until its termination in accordance with this article.

Parties are entitled to terminate this agreement by given a three months in advance written notice of termination to the other party.

Each of the parties is at any time entitled to terminate this agreement by means of a written notice to the other party:

- if the other party, after an appropriate written default notice and the lapse of a reasonable term for remedy, is in breach with one or more of its obligations, the party whose breach caused such termination is liable towards the other party for damages, suffered by such party as a result of such breach and termination, within the limits however of article 9 Liability below;
- If the other party is dissolved, has stopped its activities, is declared bankrupt or applies for a general suspension of payments.

Any termination is effective only for the future and entails no obligation for the parties to return or refund any benefits received before the moment of termination.

Upon termination of this agreement SURFnet will immediately terminate the availability for Participant of the NetherLight connectivity Participant was assigned under the agreement.

## **4. Service and Support**

SURFnet provides the service with all reasonable care, skill and diligence to ensure that the connection functions in accordance with the operational and functional specifications in the SLS. The SLS can be found on

Initial SURFnet by:

Initial [COMPANY NAME]:

[www.netherlight.net](http://www.netherlight.net), Technical Information, SLS.  
([http://www.surfnet.nl/en/Thema/netherlight/technical\\_information/sls/Pages/Default.aspx](http://www.surfnet.nl/en/Thema/netherlight/technical_information/sls/Pages/Default.aspx))

## **5. Suspension**

SURFnet is entitled to (a) suspend or (b) discontinue the connection, in whole or in part, and/or (c) to require that certain conditions be met before continuation thereof, if:

- Participant is infringing article 6 Terms of use below and Participant has not, after written warning from the SURFnet, implemented adequate measures to prevent or repair such infringement;
- Such is necessary for SURFnet to comply with a statutory obligation or a judicial decision;
- Such is necessary in the view of SURFnet for the operation of the NetherLight infrastructure;
- Participant is in breach of one or more of its essential obligations under the Service Agreement and Participant has not, after written warning from the SURFnet, repaired such breach;

## **6. Terms of use**

Participant's rights under the Service Agreement are non-exclusive.

Participant shall comply with reasonable recommendations of SURFnet in respect of security. In case of a security incident SURFnet may issue directives to limit the impact of the incident.

Participant is solely responsible that its use of the connection does not cause or is likely to cause any damage, or is in any other way harmful, to the NetherLight Infrastructure, to SURFnet, or to the normal operation, availability or functionality of the connection and/or the to the traffic exchanged.

Participant agrees to implement any reasonable measures that SURFnet may propose in order to prevent or repair such damage or harm.

## **7. Organizational Set-Up**

Participant will appoint a contact person(s) for all matters relating to the connection. Participant is obliged to keep the contact information up to date via a new version of the SURFnet Netherlight Application Form.

## **8. Indemnification**

Participant shall indemnify SURFnet and hold SURFnet harmless from any and all damage and costs they might suffer or incur as a result of a claim of a third party that information, exchanged on the NetherLight Infrastructure through the connection of Participant, would be violating Dutch or foreign statutory rules, rules of public order or decency or rights of third parties, within the limits stated in article 9.

## **9. Liability**

Parties will not be liable towards one another 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 SURFnet towards Participant for compensation of damages resulting from SURFnet performance or non-performance of the Service Agreement is at all times limited to the total amount of fees paid by Participant

Initial SURFnet bv:

Initial [COMPANY NAME]:

to SURFnet under that agreement over the twelve (12) months, preceding the event (or, in case of a series of events: the occurrence of the first events of such a series) that caused such damages.

Any liability of Participant towards SURFnet for compensation of material damage to the physical components belonging to the connection resulting from Participant's performance or nonperformance of the Service Agreement is limited to the total amount of fees paid by Participant to SURFnet under that agreement over the twelve (12) months, preceding the event (or, in case of a series of events: the occurrence of the first event of such a series) that caused such damages.

The limitations as set forth above do not apply to damage that is caused by gross negligence or by harmful or criminal intent of a party.

**10. Confidentiality**

SURFnet shall treat as confidential all information classified as such by Participant, or being clearly of a confidential nature, of which it has learned by virtue of the performance of activities under the Service Agreement.

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**11. Governing Law, Disputes**

All contracts between SURFnet and Participant, including this Connection Agreement, shall be governed by the laws of The Netherlands.

Any dispute with regard thereto will be brought exclusively before the competent court of law of Utrecht, The Netherlands.

The Service Agreement contains all the terms which the parties have agreed in relation to the subject matter thereof and supersedes any prior agreement(s).

Parties reject the applicability of all general conditions.

Amendments or supplements to the Service Agreement are valid only if agreed in writing, signed by both parties. General conditions of Parties are not applicable.

In witness of which the parties have signed this Service Agreement in duplicate,

dated .....  
SURFnet bv  
represented by <NAME, SURNAME>

dated .....  
<COMPANY NAME>  
represented by <NAME, SURNAME>

Initial SURFnet bv:

Initial [COMPANY NAME]:

## APPENDIX I

### NETHERLIGHT SERVICE AGREEMENT: [number]

Date: <DATE, YEAR>

#### A. ADDRESS- AND INVOICING INFORMATION

1) name and address SURFnet : SURFnet bv  
Hoog Catharijne, Kantoren Hoog Overborch  
Moreelsepark 48  
3511 EP Utrecht

Postal code + city : Postbus 19.035  
3501 DA Utrecht

2) Name and address company : <COMPANY NAME>

3) Location of connection :

4) Contacts :  
Contractant  
Technical contact  
Administrative contact

5) Invoicing :  
a) name company :  
b) invoicing address :  
  
c) invoice reference :

6) Type of connection and monthly fee :

Type of connection: Monthly fee: (in euros)

.... ..... excl. VAT

Total: .... excl. VAT

Initial SURFnet bv:

Initial [COMPANY NAME]: