



CONNECTION AGREEMENT

GA VERSION 3.0 · SEPT 2019

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THIS CONNECTION AGREEMENT (the “**Connection Agreement**”) is made as of _____ (the “Effective Date”), between SBA Edge, LLC dba United Internet Exchange, a Florida limited liability company (“**United-IX**”) and _____ (“**Customer**”). This agreement shall remain in full force and effect on a month to month basis until canceled by either party in accordance with section 5.3 of the General Terms and Conditions.

WHEREAS, United-IX can provide its customers with a connection to the United-IX Internet;

WHEREAS, Customer wishes to be connected to the United-IX Infrastructure, and wishes to enter into this Connection Agreement with United-IX for this purpose, subject to the terms and conditions set forth herein.

THEREFORE, for good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, United-IX and Customer hereby agree as follows:

1. United-IX agrees to make available to Customer the Connection to the United-IX Infrastructure and related services (collectively, “Services”) for the _____ (“Location”), and Customer agrees to pay the fees, all as specified in Attachment A to this Connection Agreement. Attachment A also sets forth certain specified Customer contacts, which Customer will update from time to time to ensure the contact information is current and correct.
2. The United-IX Exchange General Terms and Conditions and the United-IX Service Level Agreement (“SLA”) are hereby incorporated by reference into this Connection Agreement. Customer agrees that it has received a copy of, and that it has reviewed and accepted such United-IX General Terms and Conditions and SLA (published at <http://www.UnitedIX.net/legal>). Customer acknowledges and agrees that United-IX may change, modify or delete portions of the United-IX General Terms and Conditions and SLA as set forth therein.
3. Customer acknowledges and accepts that United-IX is entitled to discontinue or suspend the Services (including without limitation Customer’s Connection to the United-IX Infrastructure) as set forth in the United-IX General Terms and Conditions without being liable for any costs or damages resulting from such termination.
4. Capitalized terms used in this United-IX Connection Agreement and not otherwise defined herein shall have the meanings ascribed in the United-IX General Terms and Conditions or the SLA.
5. In case of a conflict between the terms and conditions of this United-IX Connection Agreement and the United-IX General Terms and Conditions or the SLA, the terms and conditions of this United-IX Connection Agreement shall control.

The terms and conditions of this Connection Agreement are agreed to by both parties as witnessed by their respective signatures below. By signing this Agreement, the signatory for each party certifies that he or she is duly authorized to bind their party to this Connection Agreement.

Customer:

United Internet Exchange:

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

ATTACHMENT A: SERVICES, FEES, CUSTOMER CONTACTS

Services:

Location:

Fees:

CUSTOMER CONTACTS

Customer Technical Contact Person (TCP):

Name and Title: _____

Primary Phone: _____

Mobile Phone: _____

Email: _____

Customer Network Operations Contact (NOC):

Name and Title: _____

Primary Phone: _____

Mobile Phone: _____

Email: _____

Customer Administrative Contact Person (ACP):

Name and Title: _____

Primary Phone: _____

Mobile Phone: _____

Email: _____

The TCP functions as contact person with respect to all technical matters relating to the Connection. The NOC is the primary contact with respect to operational and emergency matters relating to the Connection. Customer shall ensure the NOC can be reached 24 hours per day, 7 days per week through one point of contact. The ACP functions as contact person with respect to all administrative and financial matters relating to the Connection.