Montgomery Internet Exchange

25 Washington Avenue, 6th Floor
Montgomery, AL 36104

www.MGMix.net
support@MGMix.net
(334)625-2424

Memo of Understanding

Between

The ***Montgomery Internet Exchange (MGMix)***
Facilitated by the City of Montgomery and Montgomery County, co-located at 445 Dexter Avenue 6th Floor, Montgomery, Alabama, 36104 in a facility known as the Retirement Systems of Alabama (RSA) Data Center.

And

_____
*Authorized Agent for Participant

_____
*Participant Company

_____   _____
*Address   *City   * State   * Zip

*Participant ASN

Required to Participate in the MGMix to interconnect in accordance with the terms of this agreement.

1. General Terms

1.1 Exchange of traffic
The Participant agrees that they will exchange digital communications traffic at MGMix, subject to all terms mentioned in this agreement.

1.2 Traffic Information/Statistical Data
Except as otherwise agreed between the parties and with third parties as appropriate, neither party shall, with respect to data passing through the MGMix, provide to third parties any statistical information itemized by service provider, by company, or by IP address; provided that each party may provide its customers with their own statistical

data. This does not exclude the MGMix from collecting statistical data for operational use or from sharing only aggregate statistical data with the public.

2. Network operations

2.1 Operations
Each party will at its own expense and on a reasonable efforts basis, provide network operations center (NOC) support in cooperation with the other so as to maintain the smooth operation of the internetwork service.

2.2 Support
Each party will be responsible for handling the interface (e.g. receiving descriptions of, and solving problems or answering questions) with its customers.

The Participant agrees to create and maintain a current network profile as well as indicate the Participant is peering at the MGMix in the global peering database located at peeringdb.com.

2.3 Notification
Each Party will provide reasonable written notice if any changes need to be made to equipment directly attached to the MGMix switch fabric. This will ensure proper security and minimize outages. This includes, but is not limited to, MAC addresses that may need to be modified.

3. Transit traffic
The MGMix is not an Internet Service Provider (ISP) and it will not engage in the sale of internet transit services over the peering LAN.

4. Press releases
The parties agree to mutually coordinate any public announcement in regards to this agreement.

5. Liability/warranty disclaimer
The parties make no warranties of any kind regarding the interconnection, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event shall either party be liable to the other party, its customers or any third party for any lost or distorted messages, damage to or destruction of data, information files or databases, loss of profits or other economic loss, or for any other direct, indirect, special or consequential damages resulting from the performance or non-performance of this agreement.

6. Service fees
Currently there are no setup fees associated with joining the exchange for basic service. Basic service includes up 10G, 20G, 40G and 100G ports with a ten (10) kilometer distance limit. Please refer to port pricing document for monthly fees.

Service fees are subject to a review annually. Any necessary changes will be communicated in writing at least 180 days in advance.

Interconnect requests in the RSA Data Center's "meet me room" to the MGMix switch fabric should be directed to MGMix personnel by email to admin@MGMix.net or by calling (334) 625-2424.

7. Force majeure
Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its control.

8. Term and termination
This agreement shall continue in effect until terminated by one of the parties, with 45 days written notice. MGMix reserves the right to temporarily suspend service for any inappropriate use of the MGMix switch fabric. Resolution to service suspensions will be handled via section 11 of this agreement.

MGMix reserves the right to present modifications to its members in good standing for their revision and comments. All input must be received within 90 days to be considered.

9. Assignment
Each party may assign its rights and responsibilities to another organization upon written notice to the other party in the event of merger, sale, or transfer of its ownership to such organization, provided that the assignee is a firm duly organized to conduct internet network business. Each party may also assign its rights and responsibilities to a parent, affiliate or subsidiary of the assignor upon written notice to the other party, provided that the assignee is a firm duly organized to conduct Internet network business.

10. Severability
If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

11. Disputes

11.1 Resolution
If either party gives written notice that the other party is in default of this agreement, the defaulting party must respond in writing within 30 days with the resolution or have a mutually agreed upon plan for resolution.

11.2 Mediation
If the dispute cannot be settled through direct discussions or negotiations as per section 11.1, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other

party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

11.3 Governing Law

If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama.

12. Indemnification

Participant agrees to indemnify, defend and hold harmless City of Montgomery and The Retirement Systems of Alabama (RSA), its agents, officers, employees, affiliates and subsidiaries harmless against claims and liability for injuries to all persons and for damages to or loss of property occurring in or about the building, to the extent such claims and liabilities are due to any act of negligence, gross negligence, or willful misconduct of Participant, its agents or employees.

12. Signatures

This agreement is made and entered into effect the _____ day of _____, 20____.

On behalf of the Montgomery Internet Exchange (MGMix)

_____
Signatory

_____   _____
Printed Name   Title

<u>AND</u>

On behalf of

_____
Participant Company

| Ports Requested. |
| Port Speed:__10G __20G |
| __40G Quantity: |

_____
Printed Name

_____
Job Title

_____   _____
Signature   Date