

INTERCONNECTION AGREEMENT

THIS AGREEMENT is made on 27th June 2007 between:

1. **Association of Users of Ukrainian Research & Academic Network URAN**,
Peremogy ave. 37, NTUU-KPI building 2, Kiev 03056, Ukraine, herein referred to as URAN

and

2. **Delivery of Advanced Network Technology to Europe Ltd**, having its offices at
Cambridge (CB2 1PQ), United Kingdom, hereinafter referred to as DANTE,

WHEREAS:

- A. URAN owns and manages a national network infrastructure that interconnects the research and education community across Ukraine. The URAN Network forms an IP-based network national backbone.
- B. DANTE operates the pan-European GEANT2 network which interconnects the National Research and Education Networks across Europe.
- C. It is in the mutual benefit of the parties that the parties are able to route traffic over each other's Network in order to maximize connectivity and use of available bandwidth.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

The following capitalized terms shall have the following meanings:

“Agreement” means this Interconnection Agreement, including all Exhibits thereto as agreed to by the Parties from time to time.

“the URAN Network” means the Network operated by URAN.

“the GEANT2 Network” means the Network established and operated by DANTE, on behalf of the European NREN-Policy Committee.

“Exhibit” means an exhibit to this Agreement, which forms an integral part thereof, and which may be amended during the term of this Agreement by mutual agreement of the Parties.

“Interconnected Exchange” means any point at which the Parties agree to connect their respective Networks under this Agreement. The initial Interconnected Exchange is the GEANT2 point of presence at: Wieniawskiego 17/19, 61-704 Poznan, Poland.

“Party” means URAN or DANTE, as the case may be. URAN and DANTE shall be jointly referred to as “the Parties”.

“the Effective Date” means [date of signature], or such later date as shall be mutually agreed.

2. Purpose

- 2.1 This Agreement provides for the interconnection of, and exchange of digital communications traffic based on Protocol (IP) packets (“Traffic”), between the URAN Network and the GEANT2 Network at the Interconnected Exchange under the terms and conditions set forth herein.
- 2.2 Each party will comply with all local national and supranational laws relevant to its activities

3. Provision of Interconnection

- 3.1 As of the Effective Date, each of DANTE and URAN agree to interconnect the GEANT2 Network and the URAN Network at the Interconnected Exchange.

4. Network Operations

- 4.1 Both parties agree to adhere to the operational model defining the procedures of the GÉANT2 consortium as described in the document OPS-01-060v1.14
- 4.2 The Parties agree to define the routing policy in accordance with the recommendations of RIPE (Reseaux IP Européens), and to register and keep up-to-date the RIPE database entry. Both Parties shall minimise route changes between the GEANT2 Network and the URAN Network. Neither Party will establish a route of last resort directed towards the other Party’s Network.
- 4.3 The Parties agree to only exchange routes corresponding to each other’s not-for-profit research and education community. Specifically, URAN will only present prefixes to GÉANT2 that correspond to the not-for-profit research and education institutions and will not forward transit routes unless specifically requested in writing by DANTE.
- 4.4 Each Party shall use its reasonable efforts to provide quality service over its Networks and the interconnections provided hereunder - at its own expense but in cooperation with the other Party and using reasonable efforts - providing network operations center support to maintain proper operation of the inter-network service. Each Party will provide the other with a single point of contact (“SPOC”) for the purpose of that Party’s network management in connection with the operations pursuant to this agreement (SEE Exhibit 2). The SPOC may be used for all contacts pursuant to this agreement, but shall not be exclusive of contact arrangements between the Parties regarding network operations, operations centre support, maintenance or implementation. The operations support will include, without limitation, working operations centre problem management, information exchanges (trouble ticket tracking), operations centre escalation procedures for unscheduled outages or emergency maintenance.

- 4.5 Each Party is responsible for providing customer assistance within its own Network and to their Connected Networks. Each party shall provide the other with access to data for the purpose of operational monitoring and diagnosis of end-to-end connectivity problems. The Parties may, if they both agree, provide to each other traffic information with respect to their own Networks in order to evaluate for generic purposes the traffic exchanged with the other Party's Network.
- 4.6 Either Party may block, using packet filters or other means, any traffic to the detriment of its Network, or which may detrimentally affect its customers' access to that Network, and any such blocking shall be notified to the other Party as soon as reasonably practicable in advance, or immediately thereafter. Notwithstanding the foregoing, the Parties agree that neither Party shall monitor or capture the contents of any data passing maintenance or operation of each Party's Network or except as required by law or court order.
- 4.7 Unless otherwise agreed upon, neither Party shall provide third parties with any statistical information itemized by Service Provider, company, or Protocol (IP) address with respect to data passing through the Interconnected Exchange.

5. Data Transmitted

- 5.1 Each Party shall maintain the security procedures, if any, for the protection of data of the other Party that is stored on or transmitted over equipment and facilities that the Party controls. Each Party is responsible for the selection and use of the management and security features and options offered or used by that Party with respect to its own data stored on or transmitted over the Network of the other Party.
- 5.2 Each Party shall inform their providers of Connected Networks of the provisions set forth in this Article 5.

6. Non-exclusive Agreement

- 6.1 Neither of the Parties is prohibited or restricted in any way from entering into interconnection agreement or other agreements with other parties.

7. Charges

- 7.1 Each Party will be responsible for its own costs of connecting to the Interconnected Exchange for the duration of the operation.
- 7.2 Each Party will pay its own costs for operating its own Network. Neither Party will charge the other Party for the use of the Interconnected Exchange or the Interconnection Facilities. Each party is free to establish its own charges for its Customer Connected Networks.

8. Limitation of Liability and Indemnification

- 8.1 For any claim by either of the Parties pursuant to, or in any way related to, the subject matter of this Agreement, the damaged party shall be entitled to recover actual damages only up to the limits set forth in this Article 8.
- 8.2 Each Party's liability for actual damages from any cause whatsoever and regardless of the legal ground for the claims shall be limited to a total of 1000 EURO per year.
- 8.3 Neither Party shall be liable to the other Party, the providers of the Connected Networks of the other Party or to any other third party for any lost or distorted messages, damages to or destruction of data, information, files or databases, loss of profits or other economic loss or for any other indirect or consequential damages resulting from the performance or non-performance of this Agreement or otherwise, even if advised of the possibility of such damages.
- 8.4 Notwithstanding the provisions of paragraph 8.2, each Party shall defend, indemnify and hold the other Party harmless against any damages, liabilities, expenses and costs, arising out of claims by the indemnifying Party's Providers of customer connected networks, with respect to the interconnection service provided pursuant to this Agreement, or any person or entity, with respect to the content of messages sent via the indemnifying Party's network to the indemnified Party's network, provided that the indemnified Party promptly notifies the indemnifying Party in writing of the claim and allows the indemnifying Party to control, and cooperates with the indemnifying Party in, the defense and any related settlement negotiations.
- 8.5 Neither Party shall be liable for invalid destinations and transmission errors in, loss or alteration of, or breach of the security of information being transmitted by the other Party.
- 8.6 The limitations of liability set forth in this Article 8 shall not apply in case of damages resulting from willful misconduct or gross negligence of either party or its senior management personnel.

9. Confidentiality

- 9.1 All information given by either Party to the other Party shall be treated as confidential and not disclosed to any third party (except for sub-contractors or service providers themselves under an obligation of confidentiality). This obligation applies to all information exchanged between the Parties relating to the terms and conditions of this Agreement or any activities pursuant to this Agreement, but shall not include information which is or becomes in the public domain, other than by breach of this paragraph. On termination of this Agreement, each Party shall immediately return all confidential information to the other.
- 9.2 Agreement of the Parties is required prior to any press release, advertisement or other public announcement of this Agreement, except that each party may state on its own web

site that the Parties have entered into a interconnection arrangement whereby their respective Service Providers can access (or obtain connectivity to) the other Party's Network and may further disclose the existence of this contract to a third party where relevant in the relationship of the disclosing Party with such third party.

10. Duration and Termination

- 10.1 Subject to Articles 10.2 and 10.3, this Agreement shall continue in force for a period of 12 months from the date of the Effective Date. The Agreement shall continue, by mutual agreement, up to a total of five years upon the same terms and conditions. Each party may terminate the agreement at any time during the extension by giving at least three (3) months' written notice of termination to the other party.
- 10.2 Either Party may upon written notice terminate the Agreement with respect to all interconnections with immediate effect if the other Party has failed to perform any of its material obligations under this Agreement, and has not remedied such failure within thirty (30) days of a written request by the other Party for such remedial action or such other period as Parties may agree.
- 10.3 Neither Party shall incur any liability whatsoever for any damages, losses or expenses of any kind, suffered or incurred by the other Party as a result of or in connection with termination of this Agreement pursuant to this Article 10, but termination shall not affect any accrued rights or remedies of either party's liability for any breach of this Agreement.

11. Notices

If to URAN:

URAN
Politekhnichna 33,
NTUU-KPI building 2, off.105
Kiev 03056
Ukraine
Fax: +380 44 2416615

If to DANTE:

DANTE
City House, 1260-130 Hills Road
Cambridge CB2 1PQ
United Kingdom
Fax: +44 1223 371371

12. Applicable Law and Dispute Resolution

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the UK.
- 12.2 The parties agree to attempt to resolve disputes between them by good faith consultation and negotiation. Such consultation and negotiation shall begin promptly after a party has delivered to the other a written request for such consultation and negotiation.

12.3 Any disputes which cannot be settled in accordance with the provisions of Article 12.2 shall be fully and finally settled by arbitration in accordance with the 'rules of conciliation and arbitration' of the International Chamber of Commerce. The place of proceedings shall be The Hague, the Netherlands, or in such other country as may be agreed by the Parties. The proceedings shall be conducted in the English language.

13. Miscellaneous

13.1 The terms of this Agreement shall constitute the entire agreement between the Parties and shall supersede all previous understandings, oral or written, between the Parties with respect to the subject matter hereof.

13.2 This Agreement does not and shall not be construed to create a partnership or joint venture between the Parties.

13.3 Neither this Agreement, nor any disclosure of any information pursuant to it, will confer, nor be deemed to confer, on any other Party any right in or license to the other Party's trademarks, service marks, trade names, logos or copyrights ("intellectual property"). Each Party agrees that it will not use the other party's intellectual property, in particular the service marks, trade marks and logos, in any document or other medium, except with the prior written consent.

13.4 Neither Party will transfer or assign its rights or obligations under this Agreement to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

13.5 Any alteration or modification of this Agreement shall be in writing signed by authorized representatives of the parties.

13.6 If this Agreement or any of its terms become subject to regulatory approval by any governmental authority, the Parties shall cooperate, to complete any required filing. Parties shall each bear its own costs in connection therewith, unless the filing is to the benefit of only one of the Parties, in which case the costs involved shall be born by that Party.

13.7 Should any provision of this Agreement be or become invalid or unenforceable in whole or part, the remaining provisions shall be valid and the parties shall negotiate in good faith to replace the invalid or unenforceable provision by a valid and enforceable provision approaching as closely as possible the commercial intent of the provision replaced including amendment to other provisions, if necessary.

13.8 Any failure by either party to enforce any provision of this Agreement at any time shall not be deemed to be a waiver of such party's rights hereunder, nor shall it prejudice such Party's right to take subsequent action.

IN WITNESS WHEREOF URAN and DANTE have executed this Agreement on the date first mentioned above

URAN :

By: Yatsymenko Yuriy

Title: Chairman of the Board of URAN



DANTE:

By: _____

Title: General Manager DANTE



EXHIBIT 1

TO THE INTERCONNECTION AGREEMENT
BETWEEN URAN AND DANTE

INITIAL INTERCONNECTED EXCHANGE

The initial physical connection(s) will be at the following location(s):

Name: GÉANT2 Point-of-Presence
Wieniawskiego 17/19,
61-704 Poznan,
Poland

IX or IF: Interconnected Exchange

City/State/Province/Country: Poznan, Poland

Speed: 155Mbps

EXHIBIT 2

TO THE INTERCONNECTION AGREEMENT
BETWEEN URAN AND DANTE

SINGLE POINT OF CONTACT

For URAN:

Implementation and Technical contact:

Vladimir GALAGAN
gal@uran.net.ua
+380 50 446801

URAN NOC

noc@uran.net.ua
+380 44 2419118 (working time)
+380 50 4466801 (24/7, cell phone)

For DANTE:

Implementation and Technical contact:

Marian Garcia Vidondo
marian.garcia@dante.org.uk
+44 1223 371 300

GEANT2 NOC:

sd@noc.geant2.net
+33 1 41 28 85 59 (available 24/7)

**УГОДА ПРО ВЗАЄМОЗ'ЄДНАННЯ
(витяг)**

ЦЯ УГОДА укладена 27 червня 2007 між

1. **Асоціацією користувачів Української науково-освітньої телекомунікаційної мережі УРАН**, просп. Перемоги, 37, НТУУ КПІ, корп.2, Київ 03056, Україна, надалі УРАН

та

2. **Delivery of Advanced Network Technology to Europe Ltd**, зареєстровану в Cambridge (CB2 1PQ), Сполучене Королівство, надалі ДАНТЕ

ПРИЙМАЮЧИ ДО УВАГИ, ЩО

А. УРАН володіє та оперує національною мережевою інфраструктурою, що взаємоз'єднує наукові та освітні установи на території України. Телекомунікаційна мережа УРАН формує ІР-базовану національну магістральну телекомунікаційну мережу.

В. ДАНТЕ оперує пан-Європейською телекомунікаційною мережею GEANT2, що з'єднує національні науково-освітні телекомунікаційні мережі на території Європи.

С. Взаємна вигода сторін досягається тим, що кожна із сторін має можливість маршрутизувати трафік через телекомунікаційну мережу другої сторони з метою максимізувати взаємоз'єднання та використання доступної смуги передачі.

СТОРОНИ ДОСЯГЛИ ЗГОДИ ПРО НАСТУПНЕ:

[...]

3. Надання взаємоз'єднання

Від дати підписання угоди ДАНТЕ та УРАН згодні взаємно з'єднати телекомунікаційні мережі GEANT2 та УРАН в режимі взаємоз'єднаної точки обміну.

[...]

НА ПІДТВЕРДЖЕННЯ ЧОГО УРАН і ДАНТЕ уклали цю Угоду у вищезазначену дату.

УРАН:

Ю.Якименко,
Голова Ради УРАН

(підпис, печатка)

ДАНТЕ:

Х.Доббелінг,
Генеральний менеджер ДАНТЕ

(підпис, печатка)

ДОДАТОК 1
ДО УГОДИ ПРО ВЗАЄМОЗ'ЄДНАННЯ
МІЖ УРАН ТА ДАНТЕ

ПЕРВИННИЙ ПУНКТ ВЗАЄМОЗ'ЄДНАННЯ

Первинним пунктом фізичного взаємоз'єднання є

Назва: Точка присутності GEANT2
вул. Венявського 17/19,
61-704 Познань
Польща

[...]

ДОДАТОК 2
ДО УГОДИ ПРО ВЗАЄМОЗ'ЄДНАННЯ
МІЖ УРАН ТА ДАНТЕ

КОНТАКТНІ ОСОБИ

Щодо УРАН:

Технічний контакт:

Володимир ГАЛАГАН
gal@uran.net.ua
+380 50 4466801

[...]

Щодо ДАНТЕ

Технічний контакт:

Маріан Гарсія Відондо
marian.garcia@dante.org.uk
+44 1223 371 300

[...]