

COLLABORATION AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20__

BETWEEN:

Ottawa Internet Exchange,
a corporation incorporated under the laws of Canada
(hereinafter, "OTTIX")

AND

_____ Internet Exchange,
a corporation incorporated under the laws of _____
(hereinafter, "_____")

WHEREAS OTTIX is an entity designed to act as a junction between multiple points of internet presence, where members are able to directly connect with one another in order to exchange local Internet traffic in the Greater Ottawa Area;

AND WHEREAS _____ is an entity designed to provide similar services in the _____ area;

AND WHEREAS the parties desire that they co-ordinate certain efforts and share and exchange certain information where it is mutually beneficial to do so, in accordance with the terms and conditions contained in this Agreement;

NOW THEREFORE in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. The parties hereby agree to share administrative and technical contact information with one another.
2. The parties hereby agree to co-ordinate information affecting network events, namely, network security incidents.
3. The parties hereby agree to develop a common set of standards relating to features that vendors should implement in their equipment, taking into consideration the needs of the respective parties.
4. The parties hereby agree to exchange knowledge about regional and national issues relating to regulatory regimes and changes of law that may impact Internet exchanges.
5. The parties hereby agree to exchange technical information to assist in resolving technical issues.

6. The parties agree to share in the general promotion of the benefits of Internet exchanges in Canada.
7. This Agreement may be terminated at any time on thirty (30) days notice of one party, or at any time on the mutual consent of the parties.
8. This Agreement shall terminate automatically if either party becomes insolvent, or makes any assignment for the benefit of creditors, or if either party is adjudged bankrupt, or if a receiver or trustee of any property of either party is appointed, or if either party is dissolved or its assets liquidated.
9. This Agreement and the rights and obligations provided herein shall be available to and binding upon the assigns and legal representatives of OTTIX and / or _____, and the successors in business of OTTIX and / or _____.
10. Neither party shall sublicense any of the rights or obligations pursuant to this Agreement to any third party without the prior written consent of the other party.
11. Any notice required or authorized under this Agreement to be given by either party to the other party shall be in writing and shall be delivered by person or by commercial courier, addressed as follows:

Ottawa Internet Exchange
340 Albert Street, Suite 1500
Ottawa, Ontario
K1R 0A5

Other party:

Any notice so given shall be deemed to be received on the date of delivery by person or by commercial courier, as the case may be.

12. The parties are, and at all times will remain, independent entities in the performance of their respective rights and obligations under this Agreement and neither it nor its employees shall be deemed to be agents or employees of the other party. Nothing in this Agreement shall be construed as constituting a partnership or joint venture. Nothing in this Agreement shall prevent either party from entering into similar agreements with other Internet exchanges.

13. The failure of the either party to exercise any right given under this Agreement, or to delay in the exercise of such right, shall not operate as a waiver of such right.
14. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and there are no understandings, representations or warranties of any kind except as expressly set forth herein. Any modification or amendment to this Agreement shall be in writing and shall be valid only when executed for the parties in their names by their duly authorized legal representatives.
15. This Agreement shall be governed and construed in accordance with the laws of the province of Ontario and shall be treated in all respects as an Ontario contract.
16. If a court of competent jurisdiction should find any of the provisions of this Agreement invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions.

Ottawa Internet Exchange

Per: _____

_____ Internet Exchange

Per: _____