PORT ACCESS
Service Terms

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Words or phrases that start with a capital letter are defined in LINX's Membership Terms or in the glossary at the end of these service terms.

1. Summary of the Service

1.1 The Port Access service provides use of an Access Port on a LINX IXP.

1.2 An Access Port is a pre-requisite for LINX members to consume other LINX services provided over LINX IXPs. These other services must be purchased separately.

2. Ordering Port Access

2.1 To use the Port Access service, you must agree a written Service Order with LINX in accordance with your LINX Membership Agreement.

2.2 If you wish to purchase Port Access via a LINX Channel Partner, you will need to order via your chosen Channel Partner who will order the service on your behalf. Additional terms may apply where you purchase services via a Channel Partner.

2.3 If, for any reason, the services you have requested are not available when you place your order, LINX will tell you and, where possible, indicate if and when the relevant services may become available. This could be, for example, because LINX does not currently support the service configuration you have requested. If so, you may choose to amend, delay or cancel your order.

2.4 Some LINX services may be restricted to Access Ports with specific specifications. You are responsible for selecting an Access Port that meets your needs for other LINX services when you order the Port Access service.

3. Start Dates and Renewals

3.1 Each Service Order for Port Access will continue for the Initial Term specified in the order. If your Service Order does not specify an Initial Term, it will continue for one month from the Service Start Date.

3.2 After the Initial Term, each Service Order will automatically renew for successive periods of one month (each a "**Renewal Period**"), unless otherwise agreed in the Service Order. The Service Order will continue to renew until either you or LINX terminates it in accordance with clause 17 (*Ending Your Service*) of these Service Terms.

3.3 The Service Start Date for each Service Order will be the date on which either of the following happens (whichever happens first):

3.3.1 30 days after LINX provides you with details of the Demarcation Point for the Access Port; or

3.3.2 the date on which the Access Port is first used to transmit a signal between the LINX network switch and equipment connected to the Demarcation Point.

4. Port Specification and Identification

4.1 LINX will assign you the use of an Access Port on a network switch that forms part of the LINX IXP specified in your Service Order.

4.2 LINX will provide you with a unique identifier for your Access Port. The identifier is to be used for assigning other LINX services you purchase to the Access Port (and to distinguish the Access Port from other Access Ports you purchase, so that each service can be assigned to a specific, identifiable Access Port).

4.3 The Access Port you are assigned will have the Ethernet Interface Type specified in your Service Order.

4.4 The Access Port will be assigned on a network switch located in the Data Centre specified in your Service Order.

5. Supported Configurations

5.1 LINX may publish Supported Configurations Guidance for Access Ports from time-to-time.

5.2 The Supported Configurations Guidance may specify technical limitations on Access Ports, including:

5.2.1 restrictions on the type of equipment you can use to connect to your Access Port; and

5.2.2 limitations on the availability of certain types of Access Ports or Access Port configurations.

5.3 You are responsible for reviewing the Supported Configurations Guidance and ensuring that you comply with the requirements specified in it.

5.4 LINX may amend the Supported Configurations Guidance at any time. If so, LINX will announce that it has done so to the LINX membership by making a member announcement (as described in the LINX Membership Terms). LINX will make commercially reasonable efforts to give reasonable advance notice of any changes that include the withdrawal of support for a previously supported configuration.

6. Link-Aggregated Ports

6.1 You may combine multiple Access Ports to form a Link-Aggregated Access Port. A Link-Aggregated Access Port will have a Rated Bandwidth Capacity that is the sum of the Rated Bandwidth Capacities of its component Access Ports. This enables you to assign another LINX service to a Link-Aggregated Port of a higher bandwidth capacity than the Rated Bandwidth Capacity of its component Access Ports.

6.2 You may only combine Access Ports of the same Ethernet Interface Type into a Link-Aggregated Access Port.

6.3 Access Ports can only be combined into a Link-Aggregated Access Port if they are provisioned on the same network switch.

6.4 The number of Access Ports that may be combined into a single Link-Aggregated Access Port is limited. The limit may vary depending on various factors, including the type of Link-Aggregated Access Port or type of switch.

7. Connection to the Demarcation Point

7.1 LINX will provide you with details of a Demarcation Point within the Data Centre where your Access Port is located. The Demarcation Point is a network connection point that defines the boundary between LINX's network area of responsibility and your area of responsibility.

7.2 LINX will be responsible for the connection between the Demarcation Point and your Access Port.

7.3 You are responsible for the connection between the Demarcation Point and your equipment.

8. Live Ports

8.1 LINX will monitor the status of your Access Port. If it is capable of transmitting a signal between the LINX network switch and equipment connected to the Demarcation Point, it will be deemed to be "Live" (also sometimes referred to as "Up") even if no equipment is connected. If it is not capable of transmitting a signal, it will be deemed to be "Dead" (also sometimes referred to as "Down").

8.2 Your Access Port will be considered to be in use by you whenever it is Live during the term of your Service Order (including any periods whilst your service has been suspended).

9. Service Availability

9.1 LINX will use commercially reasonable efforts to ensure that the Port Access service is available 24 hours a day, 365 days a year in accordance with Good Industry Practice. You acknowledge that the service may be unavailable from time-to-time for reasons that could include, but are not limited to, equipment failure, planned maintenance, emergency maintenance and causes beyond LINX's reasonable control.

9.2 The Port Access service is not provided with a service level agreement or service credits as standard. Any service level commitments or related service credits must be agreed separately with LINX and may be subject to additional fees.

9.3 LINX will notify you at least seven days before any planned maintenance windows. This may be done by making a member announcement (as described in the LINX Membership Terms).

9.4 You acknowledge that an Access Port is a single equipment component, which could become a single point of failure if you do not build sufficient redundancy and resilience into your network requirements.

9.5 If you wish to ensure high levels of availability for LINX services provided over your Access Port, it is your responsibility to engineer your network and your connections to LINX IXPs to mitigate against the risks of failure, including through the use of redundancy. Dimensions of redundancy to consider include the number of Access Ports you purchase, the rated aggregate capacity of those Access Ports relative to your needs, the Data Centres in which those Access Ports are provided and the IXPs to which they are connected.

10. Member Responsibilities

10.1 You must only use your Access Port in a manner that complies with the Supported Configurations Guidance published by LINX.

10.2 You must only use your Access Port for the purpose of consuming other LINX services.

10.3 You must comply with any additional Service Provider-Specific Terms required by the provider of the Data Centre where your Access Port is located, as well as their standard policies and procedures that have been made available to you by LINX or the provider. If the Data Centre provider updates these during your Service Order, LINX will notify you of the changes by making a member announcement (as described in the LINX Membership Terms). You must comply with the updated versions once you have been notified of them.

10.4 You must comply with all reasonable instructions given by LINX or each Data Centre provider in connection with your use of their facilities. This may include, but isn't limited to, requests to refuse entry to, remove or replace individuals or equipment that may present a health, safety or security risk to people or property.

11. Port Access Required for Continuing Access to Other LINX Services

11.1 Your Access Port will be a dependency for other LINX services that use the port. Therefore, if you cancel your Port Access service without first cancelling those services or transferring them to another port (if permitted and available), then you will lose access to those other services whilst still being required to pay for them.

11.2 If your Port Access service is cancelled, terminated or suspended for any reason, this may constitute a breach, by you, of the Service Terms for other LINX services that depend on it. As a result, those services may be suspended or terminated (or other measures applied), in accordance with the Membership Terms and the relevant Service Terms.

12. Restriction or Reselling

12.1 You must not use your Access Port to provide or resell LINX services to third parties unless you have entered into a separate reseller agreement with LINX that permits this. For clarity, this does not prevent you from carrying data for third parties via other LINX services you have purchased that use your Access Port.

13. Fees and Payment

13.1 You must pay the fees for the Port Access service set out in your Service Order. You must pay those fees in accordance with your LINX Membership Agreement and any other payments terms agreed in your Service Order.

13.2 If you purchase Port Access via a LINX Channel Partner, then all fees must be agreed with, and paid via, your chosen Channel Partner.

14. Suspension of Your Service

14.1 LINX may suspend your Port Access service if:

14.1.1 your LINX membership has been suspended or LINX has the right to suspend your membership;

14.1.2 LINX has the right to suspend the service in accordance with your LINX Membership Agreement;

14.1.3 LINX reasonably suspects that your use of the Port Access service (or any other LINX service that uses the Access Port) is, or may be, causing Harm to: (a) the IXP to which it is connected (or any part of it); (b) LINX; or (c) any other LINX member.

14.2 If LINX suspends your service, it will restore the service once the reasons for the suspension no longer apply.

15. Service Warranty

15.1 LINX warrants that the Port Access service will perform substantially in accordance with its Service Description for the duration of your Service Order.

15.2 All other warranties or conditions that might be implied or incorporated into these Service Terms by law are excluded (unless the law does not allow them to be excluded), including any terms related to the quality, performance or suitability of the Port Access service.

16. Liability

16.1 LINX's entire liability to you under each Service Order will, in each Contract Year, be limited to the value of the fees paid by you under the relevant Service Order in that Contract Year. This is an aggregate cap that applies to all liabilities that arise during each Contract Year (which, for each liability, will be determined by when the first incident happened that gave rise to the liability).

16.2 Unless otherwise stated, all the other limitations and exclusions of liability in your LINX Membership Agreement apply to the Port Access service and your Service Orders for that service.

17. Ending Your Service

17.1 Either party may cancel your Port Access service by giving the other party at least 30 days' written notice at any time. If so, the relevant Service Order will terminate at the end of the Renewal Period in which the notice period expires (or, if the notice period expires before the end of the Initial Term, at the end of the Initial Term).

17.2 For clarity, each party's rights to terminate a Service Order in your LINX Membership Agreement apply to the supply of the Port Access service.

18. Glossary

Access Port	means a port on a switch that forms part of a LINX IXP, and your Access Port is an Access Port that has been assigned for your use.
Contract Year	means, for each Service Order, each period of 12 months beginning on the date that the Service Order became binding and each anniversary of that date.
Data Centre	means the data centre specified in your Service Order where your Access Port is located.
Demarcation Point	means a network connection point within the Data Centre that defines the boundary between LINX's network area of responsibility and your area of responsibility.
Ethernet Interface Type	means the type of Ethernet Interface, including its Rated Bandwidth Capacity and optical transceiver type. For more details see the Supported Configurations Guidance.
Harm	includes: a. physical harm, electrical damage, corruption of data, interruption of service, exposure to legal liability, exposure to legal risk, or causing non-compliance with any Legal Requirement; b. interruption or interference with peering by other LINX members on the IXP; or c. Traffic Hijacking.
Initial Term	means the initial term of each Service Order before it renews.
IXP	means an internet exchange point.
Link-Aggregated Access Port	has the meaning given to it in clause 6 of these Service Terms.
Live	has the meaning given in to it in clause 8.1 of these Service Terms.
Rated Bandwidth Capacity	means, for any Access Port, the nominal bandwidth listed in the name of the Ethernet Interface Type. Thus, the Rated Bandwidth Capacity of an Access Port with a 100GE Ethernet Interface Type is 100G.
Renewal Period	has the meaning given to it in clause 3.2 of these Service Terms.
Service Description	means LINX's description of the Port Access service set out in these Service Terms and any other written specification for the service provided to you by LINX and incorporated into your Service Order.
Service Order	in the context of these Service Terms, means a Service Order for the Port Access service.
Service Start Date	means the date on which your Port Access service will be deemed to start, as described in clause 3.3 of these Service Terms.

Supported Configurations Guidance	has the meaning given to it in clause 5 of these Service Terms.
Traffic Hijacking	has the same meaning as in the Service Terms for the Peering Bandwidth service.