MEMBERSHIP AGREEMENT

Terms for LINX Members Joining Joining through Channel Partners

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TERMS FOR LINX MEMBERS JOINING THROUGH CHANNEL PARTNERS

Words or phrases that start with capital letters are defined in the glossary at the end of the LINX Membership Terms or in the glossary at the end of these terms.

1. Introduction

1.1 **ConneXions Programme.** LINX runs a Channel Partner Programme called ConneXions, which enables members to join LINX through a Channel Partner using a ConneXions Service. The Channel Partner is referred to in these Terms as ConneXions Partner, and a LINX member joining through that Channel Partner is referred to in these Terms as a ConneXions Member.

1.2 **Documents that Govern LINX Membership for ConneXions Members.** Membership of LINX for ConneXions Members is governed by:

1.2.1 the LINX Memorandum and Articles of Association;

1.2.2 the LINX Membership Terms (including any document referenced in those terms, as applicable); and

1.2.3 these Terms, which supplement and amend the LINX Membership Terms.

1.3 **Relationship between you and the ConneXions Partner is independent from the relationship between you and LINX.** You acknowledge and agree that:

1.3.1 Except as specifically provided in these Terms, your adherence to your agreement with the ConneXions Partner and their adherence to it is a matter between you and them.

1.3.2 Your Membership Agreement is an agreement between you and LINX that is distinct from and applies separately to any agreement you have with the ConneXions Partner, and from any agreement LINX may have with the ConneXions Partner. The mutual obligations between you and LINX contained in your Membership Agreement will continue to apply in full irrespective of any dispute between you and your ConneXions Partner, and survive breach or termination of the agreement between you and your ConneXions Partner and breach or termination of the agreement between your ConneXions Partner and LINX. For example, if the agreement between the ConneXions

Partner and LINX terminates, you must still use at least one Qualifying Service to remain a member of LINX under your Membership Agreement, and if you cease to use at least one Qualifying Service as a result of that termination, you will be in breach of the Membership Agreement and LINX may have grounds to terminate your Membership Agreement.

1.4 **Relationship between LINX services and services obtained through a ConneXions Partner.** When you buy access to services from a ConneXions Partner, you are buying a ConneXions Service from the ConneXions Partner and not a LINX service directly from LINX. Accordingly, the service that you buy may come with additional features or restrictions as determined by the ConneXions Partner.

2. Variations in respect of Payment

2.1 **Payment for ConneXions Services.** ConneXions Services are provided by the ConneXions Partner. You should pay the ConneXions Partner for that service in accordance with your agreement with them: do not make payment to LINX. Accordingly, clause 19 of the LINX Membership Terms will not apply in respect of ConneXions Services, even if it includes access to a LINX service. For the avoidance of doubt, you are not liable to LINX for service fees in respect of such services even in the event the ConneXions Partner fails to honour its agreement with LINX.

2.2 **Payment for other services.** If you purchase services directly from LINX (for example, if you are connected to one LINX IXP via a ConneXions Partner, and another directly), clause 19 of the LINX Membership Terms will apply in respect of services you purchase directly. ConneXions Services are not considered to be purchased directly.

3. Management of Service Provision

3.1 **Self-provisioning of LINX services.** As part of LINX's service to ConneXions Partners, LINX provides a range of functionality for the online management of services ConneXions Partners provide to ConneXions Members. This may include the capability for ConneXions Members to order additional access to LINX services, or to increase, vary or terminate existing access. You hereby acknowledge that if such functionality is made available to you, this shall not be construed as forming a direct agreement between LINX and you for the provision of the

services so ordered; instead, all ConneXions Services shall be deemed to be provided by the ConneXions Partner.

4. Cancelling Your Membership and Services

4.1 **Cancelling Your Membership.** You may cancel your LINX membership by sending a written cancellation notice to the ConneXions Partner at any time, or by any other means provided by the ConneXions Partner for this purpose. The ConneXions Partner will then notify LINX of your cancellation.

4.2 **Effect of Notice of Cancellation of Membership.** You hereby agree LINX may accept notice of cancellation of your LINX membership from the ConneXions Partner as if it came from you.

4.3 **Effect of Notice of Cancellation of ConneXions Services.** If you cancel all the ConneXions Services through which your access to LINX services is provided, your ConneXions Partner will ordinarily cancel your membership of LINX too but is not bound to do so.

4.4 **How to continue with your LINX Membership.** If you wish to continue your membership after cancellation of your service with your ConneXions Services, you should notify BOTH the ConneXions Partner and LINX directly. Please note that in accordance with Clause 2 of the LINX Membership Terms you are only eligible to continue membership if you make alternative arrangements to continue operational use of a Qualifying Service (which you may do by connecting directly or by making use of an alternative ConneXions Partner).

5. Membership Fee

5.1 **LINX Membership fee.** As long as you are a ConneXions Member, you will not have to pay a separate fee for LINX membership to LINX. You will have to pay the LINX membership fee if you cease to be a ConneXions Member and continue membership directly.

5.2 **No refund.** You shall not be entitled to any refund or reimbursement of membership fees in the event that you obtain access to LINX services via multiple ConneXions Partners simultaneously.

6. Limitation of Liability and Important Waivers and Indemnities

6.1 **Reliance on the ConneXions Partner.** You hereby acknowledge that in connecting to a LINX service via a ConneXions Service you are relying on the ConneXions Partner providing that service to enable you to access the LINX services.

6.2 **Suspension by the ConneXions Partner.** You hereby acknowledge that the ConneXions Partner is capable of suspending your access to LINX services provided through their ConneXions Services, which will prevent you making use of the LINX services so provided. You acknowledge and agree that this is a matter between you and the ConneXions Partner, and LINX shall not have any liability for any such action on the part of the ConneXions Partner.

6.3 **Exclusions of Liability (LINX).** You acknowledge and agree that LINX will not be liable to you or to any third party reliant on you:

6.3.1 for suspending or terminating services LINX provides to the ConneXions Partner, even if it is foreseeable that this will result in an interruption of services to you or the third party; or

6.3.2 for suspending or terminating any agreement LINX has with the ConneXions Partner, even if it is foreseeable that this might result in the ConneXions Partner being unable to fulfil its obligations to you,

and that any claim for remedy you may have in such circumstances (if any) shall be exclusively as against the ConneXions Partner, and not against LINX.

6.4 **Indemnity for Third Party Claims.** You agree to fully indemnify LINX and hold it harmless from any third party claim arising out of any interruption of access to LINX services caused by an interruption in the provision of the service you obtain from a ConneXions Partner, howsoever caused, and specifically including (without limitation) any such interruption caused by LINX's interruption, suspension or termination of services to your ConneXions Partner, or suspension or termination of any agreement LINX has with your ConneXions Partner.

6.5 **Waiver of Claims.** You hereby irrevocably waive any claim against LINX and its affiliates arising out of or in connection with an action or omission by LINX in accordance the relevant agreement between LINX and a ConneXions Partner resulting in any interruption to or suspension of your use of LINX services, or suspension or termination of your membership of LINX, including (without limitation) on the basis that performance of any agreement you have with a ConneXions Partner is impeded.

7. Glossary

Access Port	has the same meaning as in the Service Terms for the Port Access service.
ConneXions Member	means a LINX member who uses a ConneXions Service.
ConneXions Service	means a service provided by a ConneXions Partner which connects a LINX member's network to a LINX service via a ConneXions Port and the ConneXion's Partner's network (and which may include other features or limitations, as determined by the ConneXions Partner).
ConneXions Port	means an Access Port used by a ConneXions Partner to provide a ConneXions Service to a ConneXions Member.