Contract for Services no. …/CVT/20..

*Made in accordance with Article 269 (2) of Act No. 513/199 Coll. the Commercial Code*

*of Slovak Republic, as amended (**hereinafter the "Commercial Code")*

(hereinafter „the Contract“)

concluded between the parties as follows:

**Article 1 - Parties to the Contract.**

1.1. Provider: **Slovak University of Technology in Bratislava (SUT)**

Computing Centre

Vazovova 5, 812 43 Bratislava

ID number: 00397687

VAT no.: SK2020845255

IBAN: SK78 8180 0000 0070 0008 4090

BIC: SPSRSKBA

Statutory representative: Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík, Rector

Authorised representative: Ing. Marian Ďurkovič, Director of the Computing Centre

Provider is a public institution set up by Act No. 131/2002 Coll. on universities and on amendments to certain laws, as amended, authorized for business activities.

(hereinafter „the Provider“)

1.2. Customer: **.........................................**

..............................................................

VAT ID: .............................

IBAN: .................................................

Statutory representative: ...........................

(hereinafter „the Customer“)

##### Article 2 – Purpose of the Contract.

2.1. The subject of this Contract is the provision of peering services with capacity …. Gbps by the Provider to the Customer in accordance with the SIX Acceptable Use Policy (AUP), which is an integral part of this Contract as attached at Annex no.1.

The Provider agrees to supply the following peering services:

* housing of router or L3 switch in air-conditioned rooms of Computing Centre, Slovak University of Technology in Bratislava, Námestie slobody 17, Bratislava (hereinafter „SIX“);
* connection of the equipment to UPS-protected power source, SIX backbone and network infrastructure of the customer;
* non-stop monitoring of SIX backbone equipment (24 hours a day 365 days a year);
* repair of any malfunction of the SIX backbone (read SIX backbone equipment and corresponding patching) within one hour after its discovery by a SIX employee or after receiving a notification of such malfunction from the Customer;
* access for employees authorized by the customer to the SIX computer room; and
* creation and continuous update of the SIX website, containing the SIX AUP, SIX contract template, list of the peering members, their contact information and technical details regarding their interconnection.

2.2. The Provider agrees to grant access rights for person delegated by the Customer in order for the Customer to manage the list of persons authorized to access its equipment located in common SIX racks. Authorized persons of the Customer are obliged to follow the SIX AUP provided at the entrance to the computer room.

**Article 3 –** **Place and time of Contract.**

3.1. Peering service is provided by the organizational part of the Provider, with no legal personality; more specifically: Computing Centre, Slovak University of Technology in Bratislava, Námestie slobody 17, Bratislava (hereinafter „SIX“).

3.2. The Contract is signed for an indefinite time period.

**Article 4 –** **Price and payment terms.**

4.1. The price was agreed between the parties, as follows:

**Fixed monthly fee …………….. (**in a word …………… euro) **excluding VAT**.

Customer is liable for VAT payment.

4.2. The price for the services which are the subject of this Contract is established in accordance with Act No. 18/1996 Coll. on prices as amended and by the Decree of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll, Implementing the Act. 18/1996 on prices, as amended.

* 1. The price can be changed only by an addendum to this Contract using the procedure specified in paragraph 7.1. of this Contract.
  2. The Customer will pay the price for the services according to this Contract to the Provider on the basis of invoice delivered to the Customer's address with a due date of 14 calendar days from the date of the invoice delivery. The provider will issue invoices for the services 4 times per year, ie quarterly.
  3. The invoice must follow legal requirements of a tax document. Customer is entitled to return the invoice to the Provider within three working days of its delivery for amendments, corrections or replacement by a new invoice (hereinafter "invoice correction" and "corrected invoice"), indicating the shortcomings to be corrected. In this case the due date of the invoice agreed in paragraph 4.4. of the Contract shall commence on the date of proper delivery of the corrected invoice to the Customer.

**Article 5 – Obligations of the Customer.**

5.1. The Customer is required:

* to follow the SIX AUP and the Customer agrees that if he or any of his designated representatives violate the policy, following a previous warning he will be disconnected until a full remedy of the defect has been accomplished;
* when the Customer connects to other member’s networks of SIX, he is bound to follow their own respective usage policies;
* the Customer is obliged to ensure its equipment located in SIX, including liability insurance in the event that the device causes harm to a third party or SIX.

**Article 6 – The SIX council.**

6.1. The SIX council is a collective body operating on the principle of an agreement. Its role is to methodically direct the activities of SIX and solve any disputes concerning SIX.

6.2. The Customer has the right to appoint one representative into the SIX council.

**Article 7 – Closing statements.**

7.1. Provisions of this Contract can only be amended or modified by a written numbered addendums and by an agreement of both parties. Addendums to this Contract must be signed by authorized representatives of the parties. Otherwise, it is considered that the conclusion of a addendum is invalid; the provisions of paragraph 7.2. of this Contract shall apply mutatis mutandis.

7.2. The Contract becomes valid on the day of its signature by both contracting parties. Pursuant to paragraph 47a. (1) of Act No. 40/1964 Coll. Civil Code, as amended, this Contract shall enter into force on the day following its publication in the Central Register of Contracts of the Government Office.

7.3. Each contracting party can terminate this Contract by a written notice delivered to the registered office address of the other contracting party mentioned in this Contract above. The notice period is 6 months beginning with the first day of the month following the month in which the termination notice has been received by the other contracting party.

7.4. Contracting parties have agreed that all the matters not regulated by this Contract will be governed by the Commercial Code of Slovak Republic.

7.5. Any disputes arising from this Contract will be addressed primarily through an agreement of both parties. If no agreement could be reached, the dispute will be dealt by the competent courts of the Slovak Republic.

7.6. The contract is made in Slovak and in English language; in case of any discrepancies between language versions, the English version prevails. Each of the contracting parties gets two copies of this Contract in Slovak language and two copies of this Contract in English language.

7.7. Annex no.1 (SIX acceptable use policy) is an integral part of this Contract.

In Bratislava, on ............. In……………., on ..............

Slovenská technická univerzita v Bratislave ……………………………

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Dr. h. c. prof. h. c. prof. Dr. Ing. Oliver Moravčík ……………………..

Rector ……………….

**Annex no.1 to the contract for services no …/CVT/20..**

**SIX – Slovak Internet eXchange**

Slovak University of Technology in Bratislava, Computing Centre

Nám. slobody 17, Bratislava, Slovakia

Phone: +421 2 571 041 81, +421 2 571 041 84 e-mail: six@six.sk

## **SIX acceptable use policy**

SIX peering members are required to**:**

* ensure proper exchange of routing information using the BGP4 protocol (static routing is not allowed),
* use only the assigned IP address on the router connected to SIX backbone,
* use only a single MAC address and announce its change to SIX in advance,
* label all their equipment located in SIX with the company name,
* maintain their equipment and their configuration in an operational state, repair and report any malfunction immediately after its discovery. The reports are realized through a dedicated mailing list that includes all the SIX members and SIX management. Alternatively, you can arrange a maintenance contract with SIX,
* record all announced networks into the RIPE routing database and ensure periodic updating of those records,
* ensure maximal possible aggregation of routing entries,
* prevent any routing loops.

SIX peering members are not allowed to**:**

* interfere with any equipment belonging to other peering members or any other equipment located within the facility,
* announce networks that do not belong to the member, his customers, or other organizations that use his network for backup or transit,
* announce networks of other peering members outside the range they have agreed upon,
* generate excessive route-flaps.