

# **Memorandum of Understanding (MOU) Between**

**716573 Alberta Ltd. O/A DataHive.ca  
Hereafter referred to as DataHive**

**and**

**YYCIX Internet Exchange Community Ltd  
Hereafter referred to as YYCIX**

Covering the period from July 1, 2012 to June 30, 2022 and each five-year period thereafter.

YYCIX is an Alberta not-for-profit corporation dedicated to building an open-access, maximally neutral, public peering Internet Exchange Point in Calgary.

For this mission to succeed, YYCIX requires the cooperation and assistance of a colocation facility which is maximally network neutral and sees mutual benefit from hosting an Internet Exchange.

DataHive is the network-neutral colocation facility which YYCIX has chosen to build the Internet Exchange Point.

DataHive recognizes and appreciates the mission of YYCIX, and also sees many opportunities for commercial self-benefit if the creation of this Internet Exchange works according to plan.

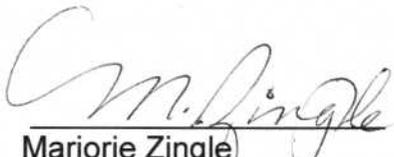
Therefore, DataHive agrees to:

1. Provide one rack of space with power at no charge to YYCIX for the purpose of building the Internet Exchange Point. This rack to contain equipment which serves the purpose of YYCIX. This equipment in whole will be known as the "IX switch".
2. Install at no charge one cable/fiber from the IX switch to each YYCIX peer or a telecom termination at any location inside the DataHive facility. Connectivity outside the DataHive facility is subject to provider quotation.
3. Provide a limited number of YYCIX network operators with secure access to the YYCIX equipment in the DataHive facility.
4. Understand that traffic transiting the exchange is covered by the YYCIX peering agreement and all Canadian law.

In accordance with that kind offer, YYCIX agrees to:

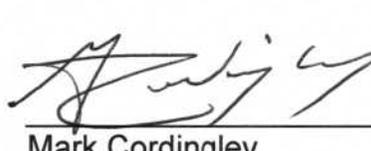
1. Use the DataHive supplied resources only for the purpose of building the Internet Exchange Point.
2. Not sublet these resources to provide any additional services such as colocation, vlan management, off-switch private peering, etc. Those services will remain the business of DataHive, and YYCIX will inform peers that such services must be arranged with DataHive.
3. Guarantee that DataHive will be exempt from paying switch port fees at any time. This exemption applies only for DataHive-exclusive peering.
4. Understand that all decisions about cabling within the DataHive facility up to the racks will be made by DataHive. YYCIX will bear the cost of all connectivity outside the DataHive facility related to the building of the Internet Exchange Point.
5. Guarantee that the network operators will provide all personal information required by DataHive for purposes of facility security and will behave in a respectful and confidential manner.

This agreement may be amended at any time with the mutual consent of the parties.

  
Marjorie Zingle  
DataHive, CEO

  
Tomas Florian  
DataHive, System Analyst

  
Bob Kitella  
YYCIX, Director

  
Mark Cordingley  
YYCIX, Director

  
Theo de Raadt  
YYCIX, Network Manager

Date DEC 20/2012