

Memorandum of Understanding

Version 1.1, adopted November 12, 2012

THIS AGREEMENT is made effective the ____ day of _____, 20____ (the "**Effective Date**"),

BETWEEN:

Ottawa Internet Exchange
(**"OTTIX"**)

AND:

[insert member name]
(the **"Member"**)

WHEREAS:

- A. OTTIX is in the business of providing internet exchange cross-connect; and
- B. The Member wishes to engage OTTIX to provide such services and OTTIX is willing to provide the services as herein defined to the Member pursuant to the terms and conditions of this Agreement;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (individually a "**Party**" and collectively the "**Parties**") agree as follows:

1. Definitions

In this Agreement:

"Appeal Procedure" means the process described in OTTIX's Appeal Procedure document as may be amended from time to time by OTTIX in their sole and absolute discretion.

"Application Form" means the OTTIX application form as may be amended from time to time by OTTIX in their sole and absolute discretion.

"Authenticated access to the OTTIX website" means an individual accessing the OTTIX website and providing a user identifier and password sufficient to verify their identity and their authority to represent a member of OTTIX.

"Confidential Information" means any information, in whatever format, not already in the public domain.

“Corporate Representation Form” shall mean OTTIX ‘s corporate representation form as may be amended from time to time by OTTIX in their sole and absolute discretion.

“Designated Member Representative” has the meaning ascribed to it in Clause 6 of this agreement.

“Fees” has the meaning ascribed to it in Clause 7 of this agreement.

“General Meeting” means a General Meeting of OTTIX as defined in the OTTIX Letters Patent and By-laws.

“Connection Form” means OTTIX’s connection form as may be amended from time to time by OTTIX in their sole and absolute discretion.

“Board of Directors” or **“Board”** means the board of directors of OTTIX.

“Joining Procedure” means OTTIX’s Joining Procedure as may be amended from time to time by OTTIX in their sole and absolute discretion.

“OTTIX” means **Ottawa Internet Exchange**.

“OTTIX Member” means an organisation or individual admitted to membership of OTTIX pursuant to the terms of this Agreement;

“Regional Internet Registries” means the bodies appointed by the Internet Assigned Numbers Authority to be responsible for the allocation of Internet Number Resources in a specific geographic region to their members.

“Services” mean the services OTTIX provides for OTTIX members as defined in Clause 5 of this agreement.

2. MEMBERSHIP

- 2.1. Following the Member's application to the Board to be a member of OTTIX and the Member's acceptance as a Member by the Board on the terms and conditions of this Agreement, OTTIX grants to the Member and the Member accepts a membership in OTTIX (the "**Membership**"). For further certainty, whether or not a party is accepted as a Member of OTTIX shall be at the Board's sole and absolute discretion.
- 2.2. The Membership shall begin with the signing of this Agreement and shall be for a term of 2 years or until terminated in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically be renewed for additional consecutive 2 year terms on the same terms and conditions as specified herein.
- 2.3. The Member acknowledges and agrees that if they no longer meet the Membership Requirements or if they breach any of the terms and conditions of this Agreement that OTTIX may suspend or terminate the Membership in OTTIX's sole and absolute discretion.

3. MEMBERSHIP REQUIREMENTS

- 3.1. The Member represents and warrants that as of the Effective Date they meet, and will continue for the term of the Agreement to meet the following requirements:
 - 3.1.1. the Member is a recognised legal entity or incorporated association;
 - 3.1.2. the Member has an ASN (Autonomous System Number) assigned by one of the Regional Internet Registries (or their predecessors) or an alternative as may be agreed upon by the OTTIX members;
 - 3.1.3. the Member presents to OTTIX an Autonomous System that is visible from the OTTIX transit router;
 - 3.1.4. the Member uses BGP-4 for peerings; and
- 3.2. Within three (3) months of the Effective Date the Member must achieve Operational Peering.
- 3.3. A Member has achieved Operational Peering when it has completed all of the following:
 - 3.3.1. providing the information the Board requires Members to provide to the OTTIX Portal at <https://portal.ottix.net/> (the "**Information**" on the "**Portal**"),

including but not limited to the information outlined in Appendix II to this Agreement;

- 3.3.2. connecting to at least one port on the OTTIX network,
 - 3.3.3. peering with the OTTIX route server, and
 - 3.3.4. peering with at least one existing OTTIX member or the OTTIX route servers.
- 3.4. If the Member does not achieve Operational Peering within three (3) months of the Effective Date, or subsequently does not maintain Operational Peering for more than twenty-one (21) days continuously, then OTTIX may suspend or terminate the Membership in OTTIX's sole and absolute discretion.
 - 3.5. In the event that the Member does provide such updates to the Information listed on the Portal as may be required by OTTIX from time to time, they will be deemed to have not maintained Operational Peering.
 - 3.6. The Member is not permitted to vote at or appoint a proxy to vote at a OTTIX General Meeting until it has achieved Operational Peering.

4. Member's Obligations

- 4.1. The Member will exercise their voting rights, if any, in relation to any amendments to the MOU honestly and in good faith.
- 4.2. The Member acknowledges and agrees that they are not entitled to represent OTTIX. The Member will not hold itself out as being entitled to represent or enter into binding agreements on behalf of OTTIX.
- 4.3. The Member will not bring OTTIX into disrepute or make any defamatory statement about OTTIX.

5. OTTIX Services

- 5.1. OTTIX shall use reasonable efforts to provide the services as described in the OTTIX Services Definition, as may be amended from time to time (the "**Services**").
- 5.2. The Member must accept the services "as is" and "as available" without any warranty of any kind either express or implied, including but not limited to warranties of merchantability, fitness for purpose, title or non-infringement.
- 5.3. The Member acknowledges that OTTIX offers no service guarantees whatsoever. OTTIX does not warrant or represent that the service will be error free or uninterrupted.

- 5.4. The Member acknowledges and agrees that OTTIX may monitor the Member's ports or connections where:
 - 5.4.1. the information is required by law; or
 - 5.4.2. the information is generic in nature and is only gathered for statistical or network management purposes; or
 - 5.4.3. the Board believes the Member is in breach of this MOU or is otherwise failing to comply with the terms of this MOU; or
 - 5.4.4. the Member has explicitly requested the monitoring or has consented to it following a request from OTTIX.
- 5.5. Where OTTIX monitors a port/connection, unless prevented by law OTTIX will use reasonable efforts to notify the Member whose port/connection is being monitored.
- 5.6. All Services ordered by the Member shall continue until formally cancelled according to the notice provisions of this Agreement or until the Membership is terminated according to the provisions of this Agreement.

6. Member Responsibilities

- 6.1. The Member shall appoint one or more individuals to be their Designated Member Representatives (the "**Designated Member Representatives**") and shall advise OTTIX of the identity of the Designated Member Representative(s) by completing a Corporate Representation Form and returning this to OTTIX. The Designated Member Representatives shall each have the power to bind the Member.
- 6.2. The Member shall maintain at least one member of operations personnel who understands this MOU. That individual should be able to speak and understand spoken and written English, or have immediate access to in-house or outsourced personnel who are able to speak and understand spoken and written English to translate and communicate for them.
- 6.3. The Member shall ensure that all OTTIX has up to date information as to the Member, including contact information and other information relating to the Membership as may be requested by OTTIX.
- 6.4. The contact information referenced in section 6.3 shall include:
 - 6.4.1. how to contact the Member's operations staff twenty-four hours a day every day of the year for the use of OTTIX staff and other Members;

- 6.4.2. an email address to which requests for peering should be sent;
- 6.4.3. an email address for each of the Designated Member Representatives, which should be personal to each representative, not to a group or role;
- 6.4.4. if the Member is an individual, the Member's e-mail address for the purposes of receiving notices and communications under this Agreement;
- 6.5. The Member will confirm receipt of a peering request made to the email address specified in 6.4.2 above by any OTTIX Member within two (2) working days of the request. An auto-responder is considered acceptable.
- 6.6. The Member will not refer its customers or any agent of its customers, directly to OTTIX support staff unless such referral is specifically authorized by a member of OTTIX staff by email.
- 6.7. The Member will ensure that at least one member of its staff is subscribed to the following mailing lists:
 - 6.7.1. ottix-ops@ottix.net mailing list, which is intended to carry announcements of an urgent operational nature;
 - 6.7.2. mou-changes@ottix.net mailing list, which is intended to notify relevant and authorised personnel of any changes to this MOU or any OTTIX policies and procedures;
 - 6.7.3. ottix-members@ottix.net mailing list, which is intended to carry announcements relating to the administration and corporate, matters of OTTIX.
- 6.8. OTTIX and all OTTIX members and associate members are entitled to assume, and to act, as if each OTTIX member and OTTIX associate member reads and deals suitably with messages sent to these lists. Where a response is requested from the Member but not received, OTTIX may take action to protect other members and the OTTIX infrastructure, including but not limited to disconnecting the Member from the Services.
- 6.9. The Member acknowledges and agrees that it will use OTTIX and the Services in such a way so as to not be harmful to the OTTIX network and the OTTIX members at any time. "Harmful" means usage which, in the opinion of OTTIX Board, adversely affects other OTTIX members or the entire exchange, and either:
 - 6.9.1. does not conform to the requirements stated in Appendix I; or
 - 6.9.2. causes undesirable load or traffic patterns.

- 6.10. If requested to do so by OTTIX, the Member shall respond directly to e-mail communication from another OTTIX member or their Designated Member Representative.

7. Fees

- 7.1. In consideration for the Membership and the Services the Member shall pay fees in accordance with the OTTIX Fees Schedule as may be amended from time to time (the “**Fees**”), or if an Associate member to pay any Fees agreed to in writing.
- 7.2. The Member must pay the Fees in advance in accordance with the terms of sub-clause 7.3.
- 7.3. Payment of Fees:
 - 7.3.1. The Member must pay the Fees within thirty (30) days of the invoice date.
 - 7.3.2. If payment is received after thirty (30) days from the date of the invoice, a late payment fee will be added. The late payment fee will be calculated on any outstanding sum or sums owed at 8% p.a. above the Bank of Canada base lending rate at the date of the invoice.
 - 7.3.3. If payment has not been received within sixty (60) days from the date of the invoice, the Member will be considered in breach of payment terms, which is regarded as a breach of the MOU.
 - 7.3.4. If significant extra effort is needed by OTTIX to collect the Fees from the Member or when payment has not been received within sixty (60) days of the date of the invoice, then at the discretion of the Board, OTTIX may add a further late payment excess charge. The late payment excess charge is defined in the OTTIX Fees Schedule 'Excess Charges - Late payment'. Any late payment fees and administrative charges will be added to your next quarterly invoice, and will remain payable even if the Membership is terminated.
- 7.4. All membership fees and other payments payable to or owing by the Member shall become immediately due and payable upon the occurrence of any of the following events:
 - 7.4.1. If an individual, upon death, bankruptcy or petition for bankruptcy, on the making of any arrangement with creditors generally, or if the individual becomes of unsound mind.
 - 7.4.2. If an individual, on conviction of any indictable offence concerning fraud or financial irregularity, or of any indictable offence for which you

are sentenced to a term of imprisonment (excluding suspended sentences unless later put into effect).

7.4.3. If an organisation, upon entering into liquidation or administration, making any arrangement with your creditors generally, or on petitioning to be wound up.

7.4.4. If at any time in the preceding twelve months part or all of the Services were suspended or disconnected because the Member did not pay or delayed in paying any Fees.

7.4.5. Termination of the Membership.

7.5. All invoices for Fees are in Canadian Dollars (“CAD”).

7.6. Where OTTIX is charged a fee for the Member’s payment, including but not limited to commission payments, currency conversion fees or fees related to processing credit cards or other means of payment, OTTIX may charge the Member any shortfall between the invoice amount and the funds received. If the shortfall is significant in the view of the Board, OTTIX may deem the invoice to be unpaid and take action for non-payment of Fees.

8. Ceasing OTTIX membership

8.1. Either party may end the Membership on thirty (30) days written notice.

8.2. Upon receipt of a notice ending the Membership OTTIX will send the Member a final invoice and OTTIX will refund any fees paid in advance that are refundable. Any fees that have not been invoiced will be charged pro-rata to the last date of the Membership. The Member agrees to pay the final invoice in full within thirty (30) days of the invoice date.

9. Suspension and Termination

9.1. The parties acknowledge and agree that If the Member is in breach of this MOU or not in compliance with any term of this Agreement, OTTIX may do any or all of the following in their sole and absolute discretion:

9.1.1. Order the Member’s immediate disconnection from the Services until such breach or non-compliance is remedied.

9.1.2. Suspend the Membership.

9.1.3. Terminate the Membership.

- 9.1.4. Notify the OTTIX membership of any breach or non-compliance of a Member with this Agreement and of any subsequent action taken by the Board.
- 9.1.5. In the event the Member is suspended or terminated in accordance with section 9.1.2 or 9.1.3:
 - 9.1.5.1. the Member's suspension or termination will be announced immediately to the members;
 - 9.1.5.2. the Member will be disconnected from all OTTIX services while suspended or permanently disconnected in the case of termination;
 - 9.1.5.3. while the Member is suspended the Member will not be entitled to vote or to make use of any other rights of Membership.
 - 9.1.5.4. the Member will not be entitled to a refund of any fees paid to OTTIX before the suspension or termination. Where a Member is suspended, the Member must still pay any applicable fees for the period of suspension before the suspension is lifted or the Membership is terminated, as applicable.
 - 9.1.5.5. where the Member is suspended the Member shall comply with all obligations under this agreement which are not affected by the suspension.
 - 9.1.5.6. the Member may appeal against the decision of the Board to suspend or terminate the Membership. Any such appeal will be governed by the rules of the OTTIX Appeal Procedure as may be amended from time to time by OTTIX in their sole and absolute discretion.
- 9.2. In the event the Membership is suspended pursuant to the terms of this Agreement the Member will not describe itself in any manner as a member of OTTIX unless the wording "membership suspended for breach of the rules" is clearly included as part of the description.
- 9.3. If the Membership is terminated as described in 9.1.3, the Member may reapply for OTTIX membership in accordance with the policies and procedures of OTTIX in place at the time of reapplication.

10. Publicity

- 10.1. The Member will not release or publish any press release mentioning OTTIX unless the text has been approved for publication by the Board in writing.
- 10.2. OTTIX will not publish any press releases mentioning the Member's name unless the Member has approved the text of the press release in writing.

- 10.3. The Member will only use the OTTIX name and trademarks following the guidance set out in the OTTIX Corporate Identity Guidelines, as may be amended from time to time.

11. Confidentiality

- 11.1. The parties acknowledge and agree that they may receive the Confidential Information of the other Party and other members of OTTIX. Any Confidential Information received by a Party shall be kept confidential and shall not be passed or revealed to any third party outside of OTTIX membership, without the prior written consent of the Party to which it relates.
- 11.2. Each Party will take the same care to safeguard the Confidential Information of the other Party and the other members of OTTIX as it takes to safeguard its own Confidential Information and this care shall not be any less than would be taken by a reasonable company or individual to safeguard their proprietary and confidential information.
- 11.3. Notwithstanding the foregoing, a Party may also disclose the Confidential Information to third parties (e.g. affiliates and subcontractors) who have a need to know for purposes of carrying out the work of that Party and have agreed in writing in advance to be bound by the confidentiality terms substantially similar to those of this Agreement.

12. Limitation of Liability

- 12.1. OTTIX shall not be liable to a Member, its employees, officers, directors, agents or affiliates for any loss or damage of any nature whatsoever, arising from: (a) any failure in or breakdown of any facilities or services hereunder, whatsoever the cause and however long it shall last; (b) any interruption of service, whatsoever the cause and however long it shall last; (c) such Party's submitting traffic to or accepting traffic from the other Party hereunder; (d) the content of such Party's traffic which is exchanged with the other Party, or (e) any other circumstance relating to this Agreement.
- 12.2. Except as otherwise expressly set forth in this Agreement, in no event will OTTIX be liable for any loss of profits, or any indirect, special, consequential or punitive damages as a result of any breach of this Agreement or with respect to any matter arising under or relating to this Agreement, whether the claim is in contract, tort or otherwise.

13. Indemnification

The Member agrees to indemnify, save and hold harmless OTTIX against all claims, costs, charges and expenses (including, without limitation, all legal fees and amounts paid to settle any action or satisfy any judgment) (the "**Claims**"), incurred by or on behalf of OTTIX in

respect of any proceeding, actual or contemplated, or any issue or matter therein, in which OTTIX is made or may be made a party by reason of the provision of the Services hereunder to the Member, including but not limited to claims by a third party in relation to interruption of the Services provided by OTTIX to the Member and any losses related thereto. The rights of indemnification as provided for by this Agreement shall not be deemed exclusive of any other right to which OTTIX may at any time be entitled.

14. Force Majeure

- 14.1. The Parties will not be liable for any delay in performing or for failing to perform obligations (other than payment obligations) resulting from acts of God; inclement weather; fire; explosions; floods; strikes; work stoppages; slow-downs or other industrial disputes; accidents; riots or civil disturbances; acts of government; acts of terrorism; inability to obtain any necessary license or consent; delays by suppliers or materials shortages or from any cause whatsoever beyond its reasonable control.

15. Incorporation by Reference

- 15.1. The Member acknowledges and agrees that the OTTIX policies and procedures (the "**Policies**"), available at <http://www.ottix.net/governance/> including but not limited to the OTTIX Services Definition and the OTTIX Fee Schedule, as may be amended from time to time by the OTTIX Board in their sole and absolute discretion, are incorporated herein by reference and constitute a part of this Agreement. In the event of a discrepancy between the Policies and this Agreement, the provisions of this Agreement shall govern.
- 15.2. The Member acknowledges and agrees that the IETF *Internet Official Protocol Standards* available at: <http://www.rfc-editor.org/std/std1.txt> (the "**Document**") is incorporated herein by reference. In the event of a discrepancy between the Document, the Policies and this Agreement, the provisions of this Agreement shall govern, followed by the Policies and then the Document.

16. Notices

- 16.1. Any notice or other written communication required or permitted hereunder shall be in writing and:
 - 16.1.1.1. sent by registered mail, postage prepaid, return receipt requested (provided that such notice or other written communication shall not be forwarded by mail if on the date of mailing there exists an actual or imminent postal service disruption in the city from which such communication is to be mailed or in which the address of the recipient is found); or
 - 16.1.1.2. sent by email.

16.2. All such notices shall be addressed to the Party to whom it is directed at the following addresses:

16.2.1. **If to a Member:** to a director or the Designated Member Representatives at the address(es) and to the individuals last provided to OTTIX in accordance with Clause 6 of this Agreement or if by mail to the address(es) provided in Appendix II;

16.2.2. **If to OTTIX:** to notices@ottix.net or by mail to the address provided in Appendix II;

16.2.3. Any Party may at any time change its address by giving notice of such change of address to the other Party in the manner specified in this paragraph.

16.3. Any such notice or other written communication shall, if mailed as aforesaid be effective five (5) days from the date of posting; if given by email, shall be effective on the first business day after the sending thereof; and if given by personal delivery shall be effective on the day of delivery.

17. Survival of Terms

17.1. Clauses 4, 7.3.4, 8.2, 10, 11, 12 and 13 shall survive the termination of this Agreement.

18. Governing Law

18.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

19. Interpretation

19.1. With the exception of the OTTIX letters patent and by-laws, if there is any inconsistency between any of the provisions of this MOU and the provisions of the documents referenced by this MOU the provisions of this MOU shall prevail.

19.2. The headings appearing throughout this Agreement shall not form part of this Agreement and are provided for convenience of reference only and will not affect the construction or interpretation hereof.

19.3. References to clauses or enumerations of clauses in this MOU shall mean the clauses of this MOU and no other document (including appendices to this MOU or any documents referred to in the MOU) unless expressly indicated otherwise

- 19.4. The word including or include as used in this MOU shall not be assumed to be limiting in its application and shall mean “including without limitation” wherever it appears.
- 19.5. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.

20. Entire Agreement

- 20.1. This Agreement constitutes the entire Agreement, the Schedules hereto and the OTTIX policies and procedures constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof. There are no oral warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referred to herein.

21. Agreement Binding

- 21.1. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective personal representatives, executors, administrators, heirs, successors and assigns.

22. Changes to Agreement

- 22.1. The Parties acknowledge and agree that this MOU can be amended unilaterally by the OTTIX Board of Directors or by a majority vote of the OTTIX members. Such amended version(s) of the MOU shall automatically be binding on both you and OTTIX.

[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto:

DATED the _____ day of _____, 20__

Witness

[INDIVIDUAL MEMBER]

[CORPORATE MEMBER]

Per: _____

Name:

Title:

"I have authority to bind the Corporation"

OTTIX

Per: _____

Name:

Title:

"I have authority to bind the Corporation"

APPENDIX I – Technical Requirements

Members' use of the OTTIX shall at all times conform to the relevant standards as laid out in STD0001 and associated Internet STD documents.

1. Physical

- 1.1. Gigabit and higher interface speeds shall be in auto-sensing mode.

2. MAC Layer

- 2.1. Frames forwarded to OTTIX ports shall have one of the following ether types

0x0800 - IPv4

0x0806 - ARP

0x86dd - IPv6

- 2.2. Frames forwarded from attached member device(s) to an individual OTTIX ingress port shall all have the same source MAC address.

- 2.2.1. A link-aggregated port shall be treated as a single ingress port for the purposes of clause 2.2.

- 2.3. Frames forwarded to OTTIX ports shall not be addressed to a multicast or broadcast MAC destination address except as follows:

broadcast ARP packets

multicast IPv6 Neighbour Discovery packets

multicast frames which are destined to multicast group addresses

- 2.4. Traffic for link-local protocols shall not be forwarded to OTTIX ports except for the following:

ARP

IPv6 ND

PIM-SM

MSDP

Additional link-local protocols which shall not be forwarded include but are not limited to:

IRDP

ICMP redirects

IEEE802 Spanning Tree

Vendor proprietary discovery protocols (e.g. CDP, EDP)

Interior routing protocol broadcasts (e.g. OSPF, IS-IS, IGRP, EIGRP)

BOOTP/DHCP

MOP

LLDP

PIM-DM
DVMRP

3. IP Layer

- 3.1. Interfaces connected to OTTIX ports shall only use IP addresses and netmasks (prefix lengths) assigned to them by OTTIX. In particular:
- IPv6 addresses (link & global scope) shall be explicitly configured and not auto-configured.
 - IPv6 site-local addresses shall not be used.
- 3.2. IP packets addressed to OTTIX peering LAN directed broadcast address shall not be automatically forwarded to OTTIX ports.

4. Routing

- 4.1. All exchange of routes across the OTTIX network shall be via BGP-4, except where a member interface is a member of the OTTIX multicast VLAN, in which case PIM-SM and MSDP may also be run on that interface.
- 4.2. AS numbers used in BGP-4 sessions across the OTTIX network shall not be from ranges reserved for private use. The only exception to this is when a BGP speaker is collecting routing information for analysis and not for immediate routing decisions. In this case the BGP speaker may use a private AS number. If it does so it shall not advertise any routes.
- 4.3. OTTIX Members will aggregate their routes in accordance with industry best current practice.
- 4.4. IP address space assigned to the OTTIX peering LANs shall not be advertised to other networks without explicit permission of OTTIX.
- 4.5. All routes advertised across the OTTIX network shall point to the router advertising it UNLESS agreement has been made in advance in writing by OTTIX and the two members involved. For the avoidance of doubt: The OTTIX route servers are not routers and shall advertise routes pointing to the advertising router.
- 4.6. All routes to be advertised in a peering session across OTTIX shall be registered in the RADB or other public routing registry.
- 4.7. Members may use more than one ASN for their OTTIX peering provided that each ASN presented shares the same NOC and peering contact details.

5. Forwarding

- 5.1. Traffic shall only be forwarded to a OTTIX Member when permission has been given by the receiving Member either:
- 5.1.1. by advertising a route across the OTTIX network; or

5.1.2. explicitly in writing.

5.2. Traffic shall not be routinely exchanged between two OTTIX ports owned by the same OTTIX Member.

6. Members who take Fibre Services or other services from OTTIX shall adhere to the relevant conditions of service detailed in the OTTIX Services Definition and Fee Schedule.

