

**VANCOUVER INTERNET EXCHANGE**  
**(the “Corporation” or “VANIX”)**

**POLICY FOR VANIX EXTENSION & CORE EXPANSION**

**PART 1: INTRODUCTION**

1. **Application.** This Policy has three parts beginning with this Introduction. In the second part, the VANIX Extension Policy is described. The Extension Policy applies to carrier neutral, network transit and facilities partners (“Extension Partners”) offering self-supplied extended connectivity, colocation facilities, installation and maintenance services (collectively, “Extension Services”) to parties that wish to peer (“Participants”) by connecting with the exchange operated by VANIX (“Exchange”) at specified locations that are under the control and operation of the Extension Partners (each such location is an “Extension”) at no cost to VANIX. The third part sets out the VANIX Core Expansion Policy. It applies to carrier neutral data centres that provide connectivity and facilities (“Expansion Partners”) to VANIX to allow it to host its core infrastructure at specified locations that are under the control and operation of the Expansion Partners (each such location is a “Core Expansion”). Terms that are defined in any of the three parts of this Policy apply throughout the Policy.

2. **Interpretation.** This Policy shall, unless the context otherwise requires, be construed and interpreted in accordance with the provisions of the Corporation’s By-laws and Policies.

3. **Objective.** The objective of this Policy is to enable Extensions and Core Expansions that will add Participants that would not otherwise be able to connect with the Exchange.

4. **Full Participants.** Parties that are connected at an Extension or Core Expansion are considered full VANIX Participants with equivalent rights and privileges to Participants connected to pre-existing and operational VANIX core switches (collectively, the “VANIX Core”).

5. **Related Agreements.** Extension Partners and Expansion Partners must respectively enter into written agreements with VANIX. These agreements shall set out the terms and conditions applicable to the relationship between the parties. In the event that there is an inconsistency between the terms of any such agreement and this Policy, the terms of the agreement(s) shall prevail.

**PART 2: VANIX EXTENSION POLICY**

1. **Extension Partner Benefits.** Extension Partners shall have the following rights and benefits:

- (1) The right to use an “Authorized VANIX Extension Partner” description and any related logo in marketing materials, subject to the VANIX brand use guidelines;
- (2) The right to refer VANIX services to prospective VANIX participants; and
- (3) VANIX shall acknowledge and promote the Extension Partner as an “Authorized VANIX Extension Partner” on the VANIX website and other marketing materials (e.g., materials used at VANIX events).

2. **Extension Partner Requirements and Conduct.** Extension Partners must satisfy the requirements and conduct standards set out in this Section and elsewhere in this Policy. Specifically, an Extension Partner must:

- (1) Submit an application to establish one or more Extensions (the “Extension Application”) to the VANIX board of directors (the “Board”) for approval, subject to technical evaluation by the VANIX Operations Committee and ultimate approval by the Board;
- (2) Pay a one-time application fee established by the Board;
- (3) Demonstrate the capability to fulfil the proposals set out in the Extension Application and to supply Extension Services to a level acceptable by VANIX;
- (4) Cooperate with the VANIX evaluation of the proposed Extension(s);
- (5) Enter into an agreement with VANIX for all Extensions, that is acceptable in form and substance to VANIX;
- (6) Supply and support, at Extension Partner’s sole expense, a dedicated switch located at the Extension that is capable of supporting one or more 10 Gig ports;
- (7) Provide the Extension Services, subject to the approval of VANIX, all at Extension Partner’s expense;
- (8) Supply all cross-connections and incur all charges relating to Participant connections between each Extension and the VANIX Core;
- (9) Ensure that all Extension locations (whether physical or virtual) are carrier neutral, suitable for Extension and always accessible by Extension Partner for installation and maintenance activities required for the Extension;
- (10) At all times provide Extension Services to at least two Participants, or demonstrate an ability to do so within a period of time that is acceptable to VANIX;

- (11) Only represent itself as an “Authorized VANIX Extension Partner”, subject to Board approval as such;
- (12) Monitor and prevent abuse of this Policy by Participants utilizing Extension Services provided by the Extension Partner.

Extension Partners:

- (1) Do not become Participants by virtue of becoming Extension partners;
- (2) Must not offer VANIX connectivity and peering services through an aggregated (i.e., multi peer) connection; and
- (3) Must not represent themselves as VANIX or their Extensions as being part of the VANIX Core;

3. **Changes and Termination of Extension Arrangements**. The Board may at any time and at its sole discretion, subject to the terms of any applicable agreement between VANIX and the Extension Partner, either: (1) require changes to an arrangement with an Extension Partner; or (2) terminate an arrangement with Extension Partner. If the arrangement is terminated or if the Extension Partner does not comply with a change required by VANIX, the Extension Partner must immediately cease to provide all Extension Services and shall no longer have access to the rights and benefits described in Section 1 of Part 2 of this Policy.

### **PART 3: VANIX CORE EXPANSION POLICY**

1. **Expansion Partner Benefits**. Expansion Partners shall have the following rights and benefits:

- (1) The right to use an “Authorized VANIX Expansion Partner” description and any related logo in marketing materials, subject to the VANIX brand use guidelines;
- (2) The right to refer VANIX services to prospective VANIX participants;
- (3) VANIX shall acknowledge and promote the Expansion Partner as an “Authorized VANIX Expansion Partner” on the VANIX website and other marketing materials (e.g., materials used at VANIX events).

2. **Expansion Partner Requirements and Conduct**. Expansion Partners must satisfy the requirements and conduct standards set out in this Section and elsewhere in this Policy. Specifically, an Expansion Partner must:

- (1) Submit an application to establish one or more Expansions (the “Expansion Application”) to the Board for approval, subject to technical evaluation by the VANIX Operations Committee and ultimate approval by the Board;
- (2) Pay a one-time application fee established by the Board;

- (3) Demonstrate the capability to fulfil the proposals set out in the Expansion Application and to supply Expansion Services to a level acceptable by VANIX;
- (4) Cooperate with the VANIX evaluation of the Expansion Application;
- (5) Enter into an agreement with VANIX for all Expansions, that is acceptable in form and substance to VANIX (“Expansion Agreement”);
- (6) Ensure that locations selected for Core Expansion are always accessible to VANIX personnel to support VANIX installations and maintenance;
- (7) Supply, at Expansion Partner’s sole expense, a long term dark fibre lease or indefeasible rights of use (“IRU”) for two fibre strands between any Core Expansion and the VANIX Core;
- (8) Provide a long-term space and power lease for each Core Expansion, at the Expansion Partner’s sole expense, for a VANIX owned switch;
- (9) Provide a rate sheet for cross-connect charges that will be charged by or on behalf of the Expansion Partner to Participants that wish to obtain a peering connection at the Core Expansion;
- (10) At all times maintain two or more Participants at the Core Expansion, or demonstrate an ability to do so within a period of time that is acceptable to VANIX; and
- (11) Grant VANIX control and access to the Core Expansion facilities at no charge and for the duration of the term specified in the Expansion Agreement, with such term not to be typically less than three (3) years, renewable for successive three (3) year terms.

3. **Changes and Termination of Expansion Arrangements**. The Board may at any time and at its sole discretion, subject to the terms of any applicable agreement between VANIX and the Expansion Partner, either: (1) require changes to an arrangement with an Expansion Partner; or (2) terminate an arrangement with Expansion Partner. If the arrangement is terminated or if the Expansion Partner does not comply with a change required by the Board, the Core Expansion shall be discontinued, VANIX shall be entitled to remove all of its equipment from the Core Expansion and the Expansion Partner shall no longer have access to the rights and benefits described in Section 1 of Part 3 of this Policy.

This Policy was passed by the Board of Directors of the Corporation on the 13th day of April, 2018.