Annex A24
Internet Exchange Point (IXP) Regulations

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1. Article One: Definitions

1. The terms and expressions defined in the Act and its Bylaw shall have the same meaning in this Service Regulation.

2. In addition the following terms and expressions shall have the meaning assigned to them hereunder except where the context in this Service Regulation otherwise requires:

2.1. 'Internet Exchange Points (IXPs)' shall mean the physical infrastructure through which Facilities-Based Providers, Data Service Providers, Internet Service Providers and other entities such as content delivery networks, content providers, universities, enterprises and others as per Article One: 2.2 connect networks and exchange traffic (excluding private exchange through direct bilaterally arrangements) among their networks (Autonomous Systems).

2.2. 'IXP Members' shall mean participants at any IXP who can benefit from services of IXP, including but not limited to peering and/or transit arrangements in line with the IXP policies. These members may include, but are not limited to, Facilities-Based Providers (FBPs), Internet Service Providers (ISPs), Data Service Providers (DSPs), other IXPs who wish to establish a connection within the Kingdom of Saudi Arabia, domestic or foreign content providers, content delivery networks, enterprises, government institutions and educational institutes.

2.3. 'IXP Service Provider' shall mean a licensed operator (Unified Licensee or General Class Licensee) with a Service Authorization to provide IXP Services. Such an entity can own and exercise direct control of an Internet Exchange Point for the provision of Internet Exchange Points Services in Saudi Arabia.

2.4. 'Peering Policy' shall mean rules defined by any IXP Service Provider regarding connecting and sharing internet traffic by IXP members at any IXP operated by the IXP Provider. These rules may include but are not limited to, ports used for peering, any requirement for mandatory peering or traffic exchange by members.

2.5. 'Looking glass server' shall mean server which provides real-time source of routing and Border Gateway Protocol related information to IXP Members.

2.6. 'Transit zone' shall mean data center space which is physically and/or logically separated for the purpose of allowing parties in the separated space to exchange data with each other which is neither destined for nor originated from Saudi Arabia.

2.7. 'Unlawful Content' shall mean content that is unlawful under the laws of the Saudi Arabia.

2.8. 'Infringing Content' shall mean content that infringes an existing intellectual property right.

2. Article Two: Scope of Services

1. IXP Service Provider shall have the right to offer the following set of services:

1.1. Provision of Ethernet switch(es) for the purposes of peering or transit among IXP members, including:

1.1.1. Public and private peering

1.1.2. On-premise and remote peering

1.1.3. Closed user groups for exchange of traffic between more than two IXP members

1.2. Transit zone(s)

1.3. Looking glass server(s)

1.4. Colocation of customer equipment at IXP premises, including premises owned or rented by IXPs in data centres or other locations

2. IXP Service Provider may create multiple nodes (peering locations) within the Kingdom upon its discretion.

3. The provisions of this Service Regulation shall not apply to parties exchanging data which transits through Saudi Arabia, when such data exchange is performed in Transit zones in accordance with Article One: 2.6 operated by holders of this Service Authorization.

4. The Service Provider shall adhere to the General Conditions and all other relevant License Conditions specified in the License Classification Regulation

3. Article Three: Fees Payable By the Service Provider

1. Fees payable shall be as per the 'Regulatory Framework on Fees' issued by CITC by the Council of Ministers resolution No. 196 dated 04/04/1440H. or any subsequent regulatory framework or other document regulating the level of license fees levied by CITC for any licenses issued.

2. CITC shall determine the process for issuing invoices and the method of payment with which the IXP Service Provider shall comply.

3. Payment shall be due immediately upon issuance of the invoice which shall be paid within one month following its date of issuance.

4. In case an IXP Service Provider obtains any other Service Authorization in accordance with the Commission statutes, all revenue earned from provision of IXP Services shall be clearly indicated in all financial reporting of the IXP Provider.

5. For any revenue earned from provision of IXP services, the IXP Service Provider shall owe fees as per the conditions of this Service Regulation for provision of IXP services.

6. Under no circumstances shall IXP Service Authorization be used as reason for non-payment of fees or payment of fees at a lower rate than the one specified in the conditions of other Service(s) held by the IXP Service Provider.

4. Article Four: Duration of Service Authorization and Renewal

The Service Provider can offer this service as long as it has a valid General Class License and a valid Service Authorization to offer this service

A Service Authorization for this service is typically issued for a duration of 10 years

5. **Article Five: IXP Service Provider's Rights and Obligations**

1. The Service Provider shall:

1.1. Provide its services or connect to the internet only through the methods determined by CITC.

1.2. Adhere to the Guidelines for Disaster Recovery Planning for the ICT industry in the KSA for the purpose of ensuring continuity of service.

1.3. Adhere to all cybersecurity laws, guidelines and any other related regulation in Saudi Arabia as published by the National Cybersecurity Authority of Saudi Arabia and other authorized entities.

1.4. Make public, by publishing on its website or other methods, all its policies, including:

1.4.1. Membership Policy

1.4.2. Peering Policy – IXP Service Provider shall define its Peering Policy, including rules regarding traffic exchange, and make it available to the public. This Peering Policy shall apply to every IXP member without any discrimination.

1.4.3. Pricing Policy, tariff mechanism and all corresponding details and make it available to the public. The pricing policy shall include all applicable prices and fees, including joining fee (if any), recurring membership fee (if any), and any other applicable charges. The pricing policy may include different packages or tiers at the discretion of the IXP Provider. Notwithstanding any different packages or tiers, this pricing policy shall apply to every IXP member without any discrimination.

1.4.4. Any other policy or conditions that refer to the relationship between the Service Provider in its capacity as IXP Service Provider and any current or future Members of the IXP owned or operated by the Service Provider

1.5. Establish a mechanism for definition and measurement of the services provided to IXP Members and share upon request of any IXP Member information and proof of the services provided to that IXP Member.

1.6. Store the data on services provided to every IXP Member for a period of at least 3 years after the provision of services.

1.7. Comply with the provisions of intellectual property rights pursuant to the relevant applicable regulations and other related laws upon provision of any IXP services to its members.

1.8. Maintain the privacy of IXP Members and confidentiality of their account information.

1.9. Not discriminate between IXP Members and treat each IXP Member fairly.

1.10. Abstain from involving third parties in the management of IXP Members' accounts or giving third parties access to IXP Members' account information.

1.11. Notify CITC and any other authorized entity, without undue delay, if the Service Provider becomes aware of the presence of any content or other information on any IXP Member's network that may constitute a violation of Anti-Cyber Crime Law of Saudi Arabia or of CITC's Cybersecurity Regulatory Framework.

1.12. IXP Service Provider shall be under no obligation to accept any membership application by any entity requesting to become IXP Member.

1.13. In case an IXP Service Provider chooses not to accept a membership application by any entity requesting to become IXP Member, the IXP Service Provider shall provide to the entity requesting to become IXP

Members reasons for the non-acceptance of this request. Such reasons shall be in accordance with IXP Service Providers membership policy as per Article Five: 1.4.1. of this Service Regulation.

2. IXP operations

2.1. IXP Service Provider shall not provide public voice services, being the provision of two-way voice call services between members of the public, nor actively facilitate the use of its facilities by third parties to offer such a service. Appropriate licenses or Service Authorization must be obtained prior to the offering of such voice services.

2.2. IXP Service Provider shall offer redundancy and availability measures to their Members

2.3. IXP Service Provider shall provide IXP Members with the right to choose a connectivity provider through which to connect to the respective IXP. IXP Service Provider shall not block or obstruct any connectivity request by any connectivity provider for the purposes of connecting an IXP Member to the IXP.

2.4. IXP Service Provider shall define the technical requirements and statistics that show the value of the provided services and shall keep this information updated and shall be liable for the authenticity of any information or statistics shared with its members, CITC or the general public.

2.5. IXP Service Provider will have to comply with any quality of service standards specified by CITC. In addition, IXP Service Provider may offer guaranteed service level agreements or quality of service and in accordance with the pricing policy as outlined in Article Five: 1.4.3.

2.6. IXP Service Provider shall ensure the IXP Members adhere to the national content and filtering regulations, CITC's Cybersecurity Regulatory Framework and other policies applied in the Kingdom.

2.7. IXP Service Provider shall not incur any administrative or criminal liability based solely on the fact that Unlawful Content or Infringing Content has been uploaded, processed or stored on the IXP Providers' network.

2.8. Nothing in this Service Regulation shall be interpreted as a legal obligation for IXP Providers to actively and constantly monitor their network for Unlawful Content or Infringing Content.

2.9. IXP Service Provider shall refer any third parties complaining against Unlawful Content or Infringing Content on any IXP Member's network to the competent authorities in the Kingdom.

2.10. The provisions of Articles Five: 2.6. to Five: 2.10 shall be without prejudice to the IXP Service Provider obligation to co-operate with the Kingdom's authorities, pursuant to any applicable law or any commitments undertaken in their registration, in law enforcement matters associated with Unlawful Content or Infringing Content.

2.11. IXP Service Provider shall define policies on provision of connectivity and location(s) of IXP, either separately or as part of its general terms and conditions, at its sole discretion and shall make them available to members and potential members. Such policies shall not discriminate against any IXP Member or potential IXP Member or member group.

2.12. IXP Service Provider shall enable hosting of any devices requested by CITC for measurement of quality of services provided or other measurements as deemed necessary by CITC.

6. **Annex: Service Authorization for IXP Services**

The Service Authorization for IXP Services will be as per 'Appendix E: Draft Service Authorization Annexure' in the 'License Classification Regulations'