

Internet Peering Agreement

Preamble

This agreement embeds the terms and conditions between the parties:

- the Vienna University Computer Center, established in Universitätsstraße 7, 1010 Vienna, Austria, operating ACONet, the Austrian Academic Computer Network, and
- (xxx), established in (...), operating (XXX)

for the purpose of interconnection between the parties' networks to the Internet („Internet Peering“).

Terms and Conditions

- (1) The interconnection between the parties' networks (the „Interconnection“) is to be achieved via the Vienna Internet Exchange (VIX), located at Universitätsstraße 7, 1010 Vienna, Austria.
 - Each party is to bear their own costs for the provision of routing capacity and hardware systems at their own end of the link.
 - The costs of each party's connection to the VIX, including set up and ongoing costs, are to be borne by each party individually.
 - In consideration of the cooperation of each party there are to be no charges made between the parties for this service, subject to further agreement.
- (2) The Interconnection is to be used purely for the exchange of traffic between ACONet and its members and (XXX) and its customers or related companies. No traffic between other third party networks is to transit the Interconnection. This condition will not apply to any mutual backup agreement that might be made between the two parties.
- (3) This agreement is for the provision of a local exchange mechanism between the parties, for the mutual and free exchange of all and any Internet Protocol (IP) units of data („Packets“) between the two parties, subject to the following:
 - Packets must be either sourced from or destined for a site of a member of ACONet, customer of an ACONet member, or from/for ACONet itself.
 - Packets must be either sourced from or destined for a site of a customer, reseller or agent of (XXX) or (XXX)'s related company or from/for (XXX) or (XXX)'s related company itself.

Traffic not matching these conditions is not permitted via the Interconnection.

Either party is permitted to block, using packet filters or other means, any traffic which is to the detriment of its business relations as expressed above or network. Such blocking should be notified to the other party as soon as reasonably practicable. The parties acknowledge however that they do not intend to monitor their networks and cannot be responsible for content of information transferred.

- (4) IP Peering between the two networks will be accomplished via the Border Gateway Protocol (BGP) of which the parties agree that they will have a current copy. All routes and networks exchanged, and the routing policy governing this, will be registered with the registry RIPE.

Technical contacts for ACOnet and (xxx) are identified below:

ACOnet:

E-mail: noc@aco.net

Phone: +43 1 4277 14030

Fax: +43 1 4277 9140

(xxx):

- (5) If in the opinion of either party there are significant breaches of the conditions of this agreement, both parties reserve the right unilaterally to immediately terminate the agreement on informing the other party. In practice however, both parties would expect to resolve any such issues via discussion, before considering such extreme action.
- (6) The parties agree to cooperate to ensure what they believe to be an efficient use of system and interconnection resources by their relevant applications.
- (7) Neither party shall be responsible for failure to fulfil its obligations, to the extent that this results from any cause beyond its reasonable control.
- The parties will not be liable for the following loss or damage however caused and even if foreseeable:
 - economic loss, which shall include loss of profits, business, revenue, goodwill, or anticipated savings;
 - special, indirect or consequential loss (other than direct physical damage to tangible property);
 - loss arising from any claim made against the other party by any other person; or
 - loss or damage arising from the other party's failure to fulfil its responsibilities or any matter under control of the other party.
 - Each party's entire liability for actual other than above excluded damages in respect of any one default shall not exceed €500,--.
 - The parties make no warranties of any kind regarding the Interconnection service, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
 - Each party's entire liability and sole remedies, whether in contract or in tort, in respect of any default shall be as set out in this Clause or Clause 5. Each party's remedies against the other in respect of any default shall be limited to damages and/or termination of this agreement.
 - Each party will defend, indemnify and hold the other party harmless for any and all claims including costs, expenses and reasonable attorney's fees
 - by the indemnifying party's members or customers which arise in any way out of the interconnection service provided pursuant to this agreement, or
 - by any person or entity resulting from the content of messages sent via the indemnifying party's network to the indemnified party's network.

- (8) This agreement does not affect any other relationship between the parties, nor does it imply any such relationship.
- (9) This agreement will start when signed and will continue indefinitely unless terminated by either party giving three months notice in writing. It may be amended at any time with the mutual written consent of both parties. Neither party shall assign its rights under this Agreement without the prior written consent of the other party.
- (10) No term or condition of the Agreement shall be deemed waived unless such waiver is in writing and signed by the waiving party.
- (11) If this Agreement or any of the terms hereof become subject to regulatory approval by government agencies, the parties will cooperate, to the extent reasonable and lawful in providing information as is necessary to complete any required filing.
- (12) This Agreement is subject to the laws of Austria. If parties cannot solve mutually disputes, these will be submitted to the competent court in Vienna, Austria.

Vienna University Computer Center

By

(signature, date)

(xxx)

By

(signature, date)