**DIX peering agreement (English)**

The NET1 and NET2 computer networks ("the networks") agree to exchange data traffic in accordance with the terms in this agreement. NET1 is operated by OP1, Address1. NET2 is operated by OP2, Address2 . NET1 and NET2 are Internet networks and the exchange of data will take place at the Danish Internet eXchange (DIX), which is placed in Lyngby on the premises of UNI-C, the Danish Computer Center for Research and Education.

**1. Definitions**Internet Network shall mean a communications network running the TCP/IP and other Internet protocols.A customer of a party in this agreement also means a customer of a customer, etc.

 **2. General Terms
2.1 Exchange of traffic**The parties agree that they will exchange digital communications traffic at the DIX subject to other terms mentioned in this agreement.

**2.2 No restriction of customers**Each party agrees to not filter traffic from a customer of the other party based on 1) The content of the transmission, or 2) that customer being a service provider itself.

**2.3 No wiretapping**Except for control traffic which must be examined in order for the parties to operate their respective Internet networks, neither party shall monitor or capture the contents of any data or other traffic which passes through the DIX. Neither party shall modify the infrastructure in any way for the express purpose of examinig the contents of the other party's customers data unless an appropriate court order is in force.

Except as otherwise agreed between the parties and with third parties as appropriate, neither party shall, with respect to data passing through the DIX, provide to third parties any statistical information itemized by service provider, by company, or by IP address; provided that each party may provide its customers with their own statistical data.

**3. Network operations
3.1 Operations**Each party will at its own expense and on an reasonable efforts basis, provide network operations center (NOC) support in cooperation with the other so as to maintain the smooth operation of the Internetwork service. Each party will use reasonable efforts to achieve a minimum end-to-end one way packet delay.

**3.2 Customer support**Each party will be responsible for handling the interface (e.g. receiving descriptions of, and solving problems or answering questions) with its customers.

**3.3 Route aggregation**Each party will use reasonable efforts to provide the highest practicable level of route aggregation in its exchange of routes with the other party.

**3.4 Route flap**Each party will use reasonable efforts to minimize the amount of route flap (or change in routes) transmitted from their own network to the other party's network.

**3.5 Traffic information**Each of the parties will use its reasonable efforts to collect during the term hereof, and provide to the other party, traffic information with respect to its Internet Network in order to better understand the nature of the traffic passing through the parties respective Internet networks.

**4. Transit traffic**Transit traffic is traffic that has its origin or destination in a network which is not part of this agreement. Such traffic should not be covered by the agreement.

**5. Settlement fees**Each party agrees not to charge the other party for interconnection-related matters, including charges based on traffic volume, commonly called "settlements", until mutually agreed by the parties.

**6. Press releases**The parties will publicly announce that they have completed this agreement.

**7. Liability/warranty disclaimer**The parties make no warranties of any kind regarding the interconnection, express or implied, including, but not limited to, any warranty of mercantability or fitness for a particular purpose. In no event shall either party be liable to the other party, its customers or any third party for any lost or distorted messages, damage to or destruction of data, information files or databases, loss of profits or other economic loss, or for any other direct, indirect, special or consequential damages resulting from the performance or non-performance of this agreement.

**8. Governing law**This agreement shall be governed by the laws of Denmark.

**9. Each party's service fees**Each party will independently establish the charges to its customers for the services provided under this agreement.

**10. Force majeure**Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its control.

**11. Term and Termination**This agreement shall continue in effect until terminated by one of the parties. This agreement is initially for the period xx-xx-xxxx to yy-yy-yyyy. The agreement will be extended automatically for additional one-year periods except where either network gives 3-months advance notice.

**12. Assignment**Each party may assign its rights and responsibilities to another organisation upon written notice to the other party in the event of merger, sale, or transfer of its ownership to such organisation, provided that the assignee is a firm duly organised to conduct Internet network business. Each party may also assign its rights and responsibilities to a parent, affiliate or subsidiary of the assignor upon written notice to the other party, provided that the assignee is a firm duly organised to conduct Internet network business.

**13. Severability**If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

**14. Disputes**Neither party will be in default of this agreement until the other party has provided the defaulting party with written notice and a reasonable amount of time (not to exceed 30 days) to cure.

**15. Contact information**Main contact in operational matters at *NET1* is *XX*.
Main contact in operational matters at *NET2* is *YY*.

**16. Signatures**For and on the behalf of *OP1*:

For and on the behalf of *OP2*: