

AGREEMENT FOR IP Transit BETWEEN Bangladesh Submarine Cable Company Limited and

This deed of agreement (“Agreement”) is made on --- day of -----

BETWEEN

“**Bangladesh Submarine Cable Company Limited (BSCCL)**, a Public Limited Company under Ministry of Posts Telecommunications and Information Technology duly constituted under the relevant laws of Bangladesh and having its Head Office at 191, Rahman’s Regnum Center, Tejgaon-Gulshan Link Road, Dhaka-1208, Bangladesh, (hereinafter called ‘BSCCL’, which expression shall unless excluded therein, be deemed to mean and include its assigns and legal representatives)”

AND

“.....”, a Company incorporated under the relevant laws of Bangladesh and having its Head Office at, hereinafter referred to as ‘the CUSTOMER’, (which expression shall, unless excluded by or repugnant to the subject or context, mean and include their legal representatives, successor-in-interests, administrators and assigns of the SECOND PART)”

Both BSCCL and Customer are hereinafter also collectively referred to as the “**Parties**” and individually as a “**Party**”.

“Upon the application of the CUSTOMER, BSCCL has agreed to provide IP Transit through International Internet Gateway Router”

Terms and Conditions

1. Service Description

BSCCL will provide LEASED INTERNET BANDWIDTH through High Performance Submarine Cable and customer has to pay the Fees/Charge/Bill duly approved by the Posts & Telecommunications Division/BTRC/Board of Directors.

2. Documents Required with this AGREEMENT

- 2.1. Photocopy of IIG / ISP license.
- 2.2. NOC from BTRC (for IIG/ISP)
- 2.3. Trade license/ TIN / VAT registration NO.
- 2.4. Article Memorandum of the company.
- 2.5. Registration form with Amount of BW.

- 2.6. Complete infrastructure details/Network Plan with schematic diagrams & equipment details.
- 2.7. Customer ASN and Prefix list provided by APNIC

3. Validity of AGREEMENT & Service Commencement

- 3.1. The AGREEMENT shall come into force from the date of commencement of service (normally specified in the first month invoice / bill) and will be valid until service expiry / terminated by either party or terminated due to violation of any terms or conditions of this AGREEMENT.
- 3.2. The service commencement date of the LEASED INTERNET BANDWIDTH shall be the date which BSCCL notifies the Customer that LEASED INTERNET BANDWIDTH is ready for use.
- 3.3. The AGREEMENT for the service will be applicable for the initial commitment period will be one year for the LEASED INTERNET BANDWIDTH. Once the initial commitment period expires, the service may be renewed for next one year to both the parties. A letter from the Customer about the termination of the service is required at least 60 (Sixty) days before expiry of the initial contract period otherwise the service will be automatically renewed for next one year.

4. Tariff and Charges

- 4.1. Standard and currently practiced system of tariffs and charges, discounts & benefits, security deposits etc. will be applicable for the relevant LEASED INTERNET BANDWIDTH as approved by the Govt. or BTRC (Bangladesh Telecommunication Regulatory Commission), from time to time.
- 4.2. Upon approval/direction of the Government of Bangladesh or BTRC, BSCCL may at any time determine or modify the monthly or yearly bandwidth charges and other rates for the telecommunications services, and the Customer must comply with those rates determined or modified by appropriate Authorities. In that case, customers will be notified about the changed tariffs and charges before 1 (one) month.
- 4.3. Upon submission by the client all required information and documents to BSCCL, and subsequent verification, BSCCL will issue Demand Note (Invoice) for provisioning of the LEASED INTERNET BANDWIDTH. The invoiced amount in a Demand note will normally include (but not limited to) the Registration and Installation charges, one month's advanced rental charge (prepaid) and 1 (one) month's the security deposit.

- 4.4. BSCCL will provide IP address only for peering purpose. However, for requirement of additional IP addresses, BSCCL will charge 300 Tk. per IP address per year.
- 4.5. Standard VAT, Duties/Levies or Taxes of the Govt. will be applicable if such taxes are not inclusive in the rentals.

5. Monthly Billing and Payment Terms

- 5.1. The CUSTOMER has to pay two months rental (including VAT) in advance as a security deposit (reference Art. 4.3) so that if the applicant CUSTOMER is under default for more than two months, BSCCL would preserve the right to terminate the connection on the third month subject to serve a notice of one week and adjust the security deposit.
- 5.2. In case of up-gradation of Bandwidth, the CUSTOMER has to pay the additional amount of security deposit. In case of down-gradation, security deposit of Bandwidth will be adjusted with monthly bills.
- 5.3. For a new connection, there will be 3 (three) assigned days for testing. After the testing, the monthly billing cycle will start and the monthly rental charges for the connection will be applicable as per 4. above.
- 5.4. The bills against rentals will be issued within last week of each previous month and shall be paid within 1st week of subsequent month.
- 5.5. If the Customer fails to pay the bills/invoices within due time for any month, daily 0.2 % Late Fee may be charged on the unpaid amount with a maximum of 10 % of the unpaid amount.
- 5.6. If the customer applies for up-gradation of Bandwidth, customer has to pay one month's security deposit (including VAT) for upgraded bandwidth.

6. Charges for Cancellation of Service (before this AGREEMENT is in force)

The Customer will not be refunded if the order for LEASED INTERNET BANDWIDTH is cancelled in whole or in part once the bandwidth has been commissioned for services and the commencement period has been started. In such case, only the security deposit shall be refunded partly or fully subject to the initial commitment period and termination notice period.

7. Down-gradation, Disconnection, Termination and Expiration of Service

- 7.1. For downgrading the LEASED INTERNET BANDWIDTH by the customer, at least 2 (two) month prior notice shall be required. In such case, registration charge will be applicable.

- 7.2. For Discontinuation of the LEASED INTERNET BANDWIDTH by the Customer within the Initial Commitment Period, at least 3 (three) month prior notice shall be required.
- 7.3. After ending of the contract period Customer shall give 2 (two) month prior notice for termination of the LEASED INTERNET BANDWIDTH. If the termination occurs in fractional calendar month, then the CUSTOMER has to pay the full month's rental.
- 7.4. If the CUSTOMER wishes to extend the contract period, CUSTOMER has to serve notice 2 (two) month prior to the end of the contract. If the extension occurs in fractional calendar month, then the CUSTOMER has to pay the full month's rental.
- 7.5. Two months prior notice is required for termination of the service level agreement before end of the initial contract period. If the customer failed to provide the due notice it will be seemed to be automatically renewed for next one year.
- 7.6. Termination of LEASED INTERNET BANDWIDTH due to Customer's default will not relieve the Customer of paying all the bills and charges to BSCCL and both the parties must mutually settle all kinds of liabilities and obligations including but not limited to all accounts & finance related matters thereof.
- 7.7. BSCCL shall reserve the right to terminate the LEASED INTERNET BANDWIDTH service with 1 (One) month notice during any emergency without specifying reason.

8. Change of Name, Ownership, Address etc.

Change of ownership, name, address, relocation/merger/acquisition/buy or sell out of business, etc. shall not relieve the original customer or signatory of this Agreement from any of the terms and conditions of this AGREEMENT unless all kinds of liabilities are settled with BSCCL. Such changes have to be notified to BSCCL as soon as possible. If BSCCL is merged with any other company/ firm/ organization and the new company's name prevails, the LEASED INTERNET BANDWIDTH terms and conditions will continue as agreed, but the rules and regulation of the new company may be applicable after expiry of the original contract period.

9. Customer's Liabilities

- 9.1. The Customer is liable to pay the monthly charges / bills in due time.
- 9.2. Only Data Transmission & Reception is permitted through the LEASED INTERNET BANDWIDTH.

- 9.3. Unauthorized distribution, sharing and reselling of LEASED INTERNET BANDWIDTH, wholly or partly, are prohibited unless and otherwise permitted by Govt. /BTRC.
- 9.4. The LEASED INTERNET BANDWIDTH Customer will be discouraged to create VPN or apply encryption either by software or hardware. However, for VPN the Customer has to arrange decrypting facility if required by the Regulatory Body or Law Enforcing Agencies of the Govt.
- 9.5. The Customer shall not use the LEASED INTERNET BANDWIDTH for any purpose or business that is illegal, unlawful, fraudulent, immoral, inappropriate, contrary to the national security, or in any other way not approved or permitted by the License/permit of the Customer.
- 9.6. The LEASED INTERNET BANDWIDTH must not be used for sending any communication, which is of offensive, abusive, indecent, obscene, defamatory or threatening in nature.
- 9.7. Refilling traffic from one country to another is not permitted.
- 9.8. If, any type of traffic is detected in LEASED INTERNET BANDWIDTH which is illegal or not permitted, under Telegraph Act 1885 (XIII of 1885) and/or Telecommunication Law 2001 the matter may be dealt with by BSCCL and forwarded to the Law Enforcing Agency/Authority of the Govt.
- 9.9. Use of the LEASED INTERNET BANDWIDTH shall not violate any guideline, policy, rule or regulation of the Govt. /Regulators.

10. BSCCL's Rights

- 10.1. BSCCL may, from time to time, for the interest of Government, add, delete, and modify any other term(s) and condition(s), as and when necessary
- 10.2. BSCCL shall have the right to impose monitoring system over any service extended to the Customer by the LEASED INTERNET BANDWIDTH.
- 10.3. BSCCL shall reserve the right to unrestricted access for monitoring & inspection of the premises of the LEASED INTERNET BANDWIDTH Customer, without prior notice or delay for obtaining data/current configurations of the equipment installed.
- 10.4. During inspections, any data/ information required by the inspection team of BSCCL or any Govt. agency shall be made available by the LEASED INTERNET BANDWIDTH Customer.
- 10.5. BSCCL and authorized Government agencies will have the right to intercept the traffic and monitor the traffic originated/terminated at the

LEASED INTERNET BANDWIDTH for the purpose analysis and security.

10.6. With prior notification BSCCL preserves the right to discontinue the LEASED INTERNET BANDWIDTH at the time of maintenance. In such cases at least prior notice of 3 days shall be necessary.

10.7. In case of outage of Submarine Cable, BSCCL will not ensure protection arrangement or service quality. However, BSCCL will try to help the customer for restoration purpose.

11. Other Terms and Conditions

11.1. Upon expiration or in case of breach (if any) of this AGREEMENT, the Customer must return to BSCCL all bandwidth services, devices, machineries & accessories supplied by BSCCL in good and running condition (like that of initial connection). In this case, only applicable depreciation will be applicable.

11.2. To facilitate the quality of the LEASED INTERNET BANDWIDTH service during the tenure of the AGREEMENT, BSCCL will provide 24 hours customer service at the NOC, Dhaka. BSCCL will reserve the right to terminate the service when it is ordered by the Bangladesh Government, without any notice period.

11.3. The Customer shall comply with their License condition issued by the Govt. and the existing Telecommunication Rules/Regulations/Laws of the Government, as specified in the Telecommunication Act and ILDTS policy.

11.4. The Customer shall be personally responsible for any unauthorized use, illegal use, misuse or abuse of the service. BSCCL reserves the right to disconnect the LEASED INTERNET BANDWIDTH service if such allegation is received, or if it is proved. The decisions of BSCCL will be final regarding the matters.

11.5. If the LEASED INTERNET BANDWIDTH service is interrupted, damaged, out-of-order, disconnected or terminated, or if restoration of such service is delayed due to O&M provisions of the Submarine Cable Consortium, BSCCL will not be liable for any loss, damage, or trouble whatsoever caused to the Customer (Applicable for all non-restorable circuits).

11.6. The Customer shall take proper care about the use of bandwidth & accessories and shall not damage, tamper, illegally connect, replace, relocate, or transfer, or let anyone do the same. BSCCL shall reserve the right to terminate the service for illegal transfer or use of the connection by the Customer.

11.7. The Customer shall not let any individual or organization use its leased bandwidth for sending and receiving of any information except for IP bandwidth procured by IIGs.

11.8. If the Customer wishes to replace or relocate the leased bandwidth, or if BSCCL makes any changes to the equipment, methodology or

techniques due to engineering pertaining to engineering/ technological issues, the Customer shall bear all costs & expenses related to the re-installment/ replacement/ relocation modification.

11.9. All the BSCCL produced bills, papers and records related to the charges, fees & expenses shall be considered as the documents of proof regarding the validity of BSCCL claims.

11.10. If the Customer intentionally provides false information or hides any information about its purpose of Bandwidth use, past dues with any company, etc. BSCCL may instantaneously terminate the service and take legal steps.

11.11. Default route of customer with any particular service provider will not be ensured.

11.12. The Customer shall pay the bills and charges claims sent by BSCCL within the deadline specified in clause 5.0 (Monthly Billing & Payment Terms). Legal actions may be taken against the defaulters in case of non-payment within the period stipulated in payment terms.

12. Force Majeure

Notwithstanding anything contained in this AGREEMENT, neither party shall be liable to other for any failure to perform any delay in the performance of any of its obligations herein, where such failure or delay is caused by Act of God, Any accident or anything which is beyond control, power failure in the printing press, hartals, strikes, civil commotion, war, road accident and natural calamities. Provided however, that the party who is unable to or is delayed to performing any of its obligations for any reason mentioned in this clause, shall give prompt notice of the same to the other party and shall be required to resume the Bandwidth immediately after return to the normality of the situation.

13. Notice

Any notice, request or other communication required or permitted to be given or made to the Parties in pursuance of this AGREEMENT shall be given in writing. Such notice, request or other communication shall be deemed to have been duly served or made where it is delivered by hand, air mail or courier or sent by registered post or fax to the party to which it is required or permitted to be given or made.

14. Amendments

This AGREEMENT may at any time be amended by mutual understanding in writing between the parties hereto.

15. Dispute Resolution

Any dispute or matter of difference and /or disagreement between the Parties concerning the validity, scope, meaning, construction or effect of this AGREEMENT and/or with regard to the rights, liabilities and obligations of

the Parties hereto, shall be referred to and be settled and adjudicated upon by arbitration by 1 (one) arbitrator, to be mutually appointed by the parties in accordance with the provision of the Arbitration Act, 2001 and the award and determination of such arbitrator shall be final and binding upon both the parties and their legal heirs, successors-in-interests, administrators, executors, legal representatives and assigns. Any arbitration shall take place in Dhaka and be the sole means of the resolution of disputes arising out this AGREEMENT or breach thereof, unless otherwise agreed by both parties in writing. In resolving the dispute hereunder, the parties agree that this AGREEMENT or will be interpreted in accordance with the substantive existing/ensuring Laws of Bangladesh. The resulting arbitral decision shall be final and binding on both Parties. The venue for the Arbitration will be Dhaka.

16. Government Law and Forum

This AGREEMENT shall be governed by and construed in accordance with the law of Bangladesh shall have exclusive jurisdiction in respect of all claims, suits or other legal proceedings arising in connection with this AGREEMENT.

Undertaking

I/We acknowledge that I/we have read and understood the terms and conditions and agree to subscribe for BSCCL's LEASED INTERNET BANDWIDTH service as per published approved rates on the said terms and conditions including any amendments of those BSCCL may make from time to time.

I/We confirm that all information & documentation provided by me/us in connection with the LEASED INTERNET BANDWIDTH application process are true and correct.

