

**AGREEMENT BETWEEN PEEREX NETWORKS LIMITED &
..... FOR LEASED INTERNET BANDWIDTH**

Agreements Ref No: PNL/CW/ISP/IIG/08052018

“This **Agreements for LEASED INTERNET BANDWIDTH** is made at Dhaka on this the 11TH Day of August 2018” "Agreement"

“**Peerex Networks Limited**, a private limited company incorporate in Bangladesh under the Companies Act 1994 having Registration No: Dated 8 May 2018 and having its registered Office at SN Center, Plot#15-18, Block# D, Road# 06, Mirpur-12, Dhaka-1216 and a Corporate Office at SN Center, Plot#15-18, Block# D, Road# 06, Mirpur-12, Dhaka-1216(hereinafter called the “PNL”, which expression shall, unless repugnant to the context and contrary to the meaning thereof , include its successors-in-interest, legal representatives, administrators and assigns of the ONE PART)

And

“..... a Company limited by shares duly constituted under the relevant laws of Bangladesh and having its Head Office atDhaka-1207, Bangladesh. Tel: +88-..... , represented by its, Managing Director , here in after 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 SECONDPART)”

And

“Upon the application of the Customer, PNL has agreed to lease internet bandwidth through IIG” under the terms in the agreement.

Terms and Conditions

1.0 Service Description

Peerex Networks Limited (PNL) will ensure routing of International Traffic from and to ADL subscribers through its International Internet Gateway (IIG).

Peerex Networks Limited shall provide the following services (subject to approval from BTRC and availability at PEEREX NETWORKS in applicable cases) as and when required by ADL.

- a) DNS
- b) Looking Glass

2.0 Documents Required with this Agreement

The Customer will be obliged to submit a filled up application/letter of intent along with the following information duly addressed to the Managing Director, Peerex Networks Ltd., SN Center, Plot#15-18, Block# D, Road# 06, Mirpur-12, Dhaka-1216

- 2.1 Purpose of the BW.
- 2.2 Specification of the Route and Terminal Stations.
- 2.3 Complete infrastructure details/Network plan with schematic diagrams with equipment details.
- 2.4 Copy of Trade License of enterprise customer and IGW/IIG/ISP License (Renewed up to date).

3.0 Bandwidth & Connectivity

Based on Customer's requirement, PNL will allocate bandwidth & connectivity as an IPLC /IP-Transit according to a Bandwidth hierarchy such as E1, DS1, DS3, STM-1 to STM-64, etc. subject to Customer's license/permit conditions obtained from an authority of the Government of Bangladesh (henceforth mentioned as "Govt."), Regulations/bars imposed by the Govt. (wherever applicable), and viability for PNL in building up such circuit.

4.0 Validity of Agreement & Service Commencement

- 4.1 The agreement shall come into force from the date of the commencement of service (normally specified in the first month invoice/bill) and will be valid until service expired/terminated by either party or terminated due to violation of any term or condition of this agreement.
- 4.2 The validity of this agreement is three (02) years and the Minimum Service Commitment Period for the particular service will be Six (06) months from the Commencement Date of any services unless specified otherwise in the service

order.

- 4.3 Service Orders renew automatically for additional terms of next three year and the current Monthly Lease Rate may be fixed in accordance to service order. Party provides written notice not to renew the Service Order at least thirty (30) days prior to the Service Expiry Date.
- 4.4 For premature termination the customer shall be liable for 100% of the remaining contact value.
- 4.5 The service commencement date of the IP BW shall be the date about which PNL notifies the Customer that the committed BW is ready for use.
- 4.6 The agreement for the service will be applicable for the initial commitment period mentioned in the application for the BW connectivity. Once the initial commitment period expired, the service may be extended/renewed for a period agreeable to both the parties.

5.0 Monthly Billing & Payment Terms

- 5.1 The Customer has to pay a postdated cheque for the current month's payment in the date of next month's 7th day. The cheque will be delivered (cash) to PNL by 10th of the current month.
- 5.2 Once the BW is ready for service, the monthly billing cycle will start and the monthly rental charges for the BW will be applicable as per 4.0 above.
- 5.3 The bills against rentals will be issued within 1st week of each month and shall be paid within one week of receipt of such invoices/bills.
- 5.4 If the Customer fails to pay the bills/invoices within due time for any month, monthly 1.2% Late Fee will be charged on the unpaid amount and the charged will start after the day of forty five (45) from invoice issued date.

6.0 Charges for Cancellation of Service (before this Agreement is in force)

The Customer will not be refunded if the order for BW is cancelled in whole or in part once the bandwidth has been commissioned for services and the commencement period has been started.

7.0 Disconnection, Termination and Expiration of Service

- 7.1 For Discontinuation of BW connectivity by the Customer within the Initial Commitment Period (Six Months), at least one months' prior notice shall be required.
- 7.2 Before ending of the contractual period Customer shall give 1 (one) month notice for termination of the BW connectivity.

7.3 Termination of connectivity due to Customer's default will not relieve the Customer of paying all the bills and charges to PNL and both the parties must mutually settle all kinds of liabilities and obligations including but not limited to all accounts & finance related matters.

7.4 PNL shall reserve the right to terminate the BW connectivity service with 15 (Fifteen) days' notice during any emergency without specifying reason.

8.0 Change of ownership, name, address, Relocation, Merger, 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 PNL. Such changes have to be notified to PNL as soon as possible. If PNL is merged with any other company/ firm/ organization and the new company's name prevails, the connectivity terms and condition will continue as agreed, but the rules and regulation of the new company may be applicable after expiry of the original contractual period.

9.0 Customer's Liabilities

9.1 Unauthorized distribution, sharing and reselling of bandwidth, wholly or partly, are prohibited.

9.2 The 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.

9.3 The Customer shall not use the BW 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.

9.4 The BW must not be used for sending any communication, which is of offensive, abusive, indecent, obscene, defamatory or threatening in nature.

9.5 If, any type of traffic is detected which is illegal or not permitted, the matter may be dealt with by PNL and also be forwarded to the Law Enforcing Agency/Authority of the Govt.

9.6 Use of the BW shall not violate any policy, rule or regulation of the Govt.

10.0 PNL's Rights

10.1 PNL 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 with the clients mutual understanding.

- 10.2 PNL shall have the right to impose monitoring system over any service extended to the Customer.
- 10.3 PNL shall reserve the right to unrestricted access for monitoring & inspection of the premises of the Customer, with 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 PNL or any Govt. agency shall be made available by the Customer.
- 10.5 PNL and authorized Government agencies will have the right to intercept the traffic and monitor the traffic originated/terminated for the purpose of analysis and security.

11.0 Other Terms and Conditions

- 11.1 Upon the expiration or in case of breach (if any) of this Agreement, the Customer must return to PNL all bandwidth services, devices, machineries & accessories supplied by PNL in good and running condition (like that of initial connection). In this case, only normal depreciation will be acceptable.
- 11.2 To facilitate the quality of the BW service during the tenure of the Agreement, PNL will provide 24 hours customer service at the NOC. PNL will reserve the right to terminate the service when it is ordered by the Bangladesh Government, or required by the PNL, by serving 15 (fifteen) days' notice.
- 11.3 The Customer shall comply with the conditions of License issued by the Govt. / BTRC and the existing Telecommunication Rules/Regulations/Laws of the Govt., 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. PNL reserves the power to disconnect the BW connectivity if such allegation is received, or if it is proved. The decisions of PNL will be the supreme regarding the matters.
- 11.5 If the BW 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 or NTFN operator of the foreign land, PNL will not be liable for any loss, damage, or trouble whatsoever caused to the Customer.
- 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. PNL 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 to 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 PNL 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 PNL produced bills, papers and records related to the charges, fees & expenses shall be considered as the documents of proof on the validity of PNL 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. PNL may instantaneously terminate the service and take legal steps.

11.11 The Customer shall clear the bills and charges claims sent by PNL within the deadline specified in clause 6.0 (Monthly Billing & Payment Terms). Legal actions may be taken against the defaulters in case of non-payment beyond the period stipulated in payment terms.

12.0 CONFIDENTIALITY:

The parties shall keep all information strictly confidential between themselves. Either party will require written consent from the authorized personnel of the other party to disclose any part of this agreement or any other document relevant of the agreement and all actions taken personal of this agreement to any third except BTRC and other relevant government bodies.

13.0 FORCE MAJEURE:

Notwithstanding anything contained in this Agreement, neither party shall be liable to other for any failure to perform or 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 in 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 deliver the cheque books immediate after return to the normality of the situation.

14.0 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 overnight courier or sent by registered post, fax or telex to the party to which it is required or permitted to be given or made.

15.0 AMENDMENT:

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

16.0 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 will be interpreted in accordance with the substantive laws of Bangladesh. The resulting arbitral decision shall be final and binding on both Parties.

17.0 GOVERNING LAW AND FORUM:

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

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

FOR AND ON BEHALF OF
Peerex Networks Limited

FOR AND ON BEHALF OF
..... LTD

Represented by its
Name:
Position: Head of Sales

Represented by its
Name:
Position:

Witness:

Witness:

Name:
Position:

Name:
Position: