

BANGLADESH SUBMARINE CABLE COMPANY LIMITED (BSCCL)

Agreement on IPLC Connection

Bangladesh Submarine Cable Company Limited (BSCCL), or designated official or person authorized by BSCCL (1st Party),

and

Individual/organization/company/authorized personnel of the individual, or organization, or company applying for the IPLC connection (termed as the ‘Subscriber’ henceforth):

Mr. /Mrs. /Ms.

Father/Husband/Designation with organization’s name (Inc case of organization/company):

.....

Current Address:

..... (2nd Party),

and

Upon the agreement between the 1st Party and the 2nd Party, today (Date:/...../..... AD) this document is being signed.

Both the parties shall comply with the following terms & conditions under this agreement:

1. BSCCL will lease the telecommunications bandwidth, devices, machineries & accessories as described in favor of the subscriber, and the subscriber may enjoy the service(s)/equipment upon payment of all rents/charges/fees/bills and other expenses as determined by BSCCL (whether usual or modified).
 - a) Specification of the route:
 - b) Description of the IPLC service(s) equipment installed with the connection:
2. Upon the approval/direction of the Government of Bangladesh, BSCCL may any time determine and modify the monthly or yearly bandwidth charges and other rates for the telecommunications services, and the subscriber must comply with those rates determined or modified by BSCCL.
3. Either of the two parties may terminate the service by giving a notice of one month to the other party. However, both the parties must settle with the other party all kinds of liabilities and obligations including but not limited to all accounts & finance related matters.
4. Upon the expiration or breach (if any) of this agreement, the subscriber 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 normal depreciation will be

acceptable. The BSCCL personnel will remove the equipment & machineries as soon as possible, and for this, he/she will have the right to freely access the concerned sites of the subscriber. The subscriber shall not claim for any compensation for the damages or losses that may be caused during the termination activities by the BSCCL personnel.

5. The subscriber may withdraw his/her application by giving notice in writing before provision of bandwidth for the IPLC service. However, apart from the initial deposit for connection, the subscriber shall pay to BSCCL for all the costs and expenses for installation up to the latest, and the decision of BSCCL will be the conclusive one regarding the matters.
6. To facilitate the quality of the IPLC service during the tenure of the agreement, BSCCL will provide maintenance of the service & equipment. For this, the subscriber shall provide all kinds of required cooperation to BSCCL. BSCCL will reserve the right to terminate the service when it is ordered by the Bangladesh Government, or required by the BSCCL, and to take return of the installed equipment any time, after one month since a written notice is issued to the subscriber through the registered post (a letter sent through the registered postal service will be considered as the final proof of notice).
7. The Subscriber shall be personally responsible for any unauthorized use, illegal use, misuse or abuse of the service. BSCCL reserves the power to disconnect all services including the IPLC service if such allegation is received, or if it is proved according to the Telecom Act of 2001. The decisions of BSCCL will be the supreme regarding the matters.
8. If the IPLC 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 Consortium, BSCCL will not be liable for any loss, damage, or trouble whatsoever caused to the subscriber.
9. The subscriber shall take proper care about the use of bandwidth & accessories and shall not damage tamper, illegally connect replace, relocate or transfer those, 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 subscriber. The subscriber shall not remove, distort or modify any sign, symbol, mark, label, seal or printed words/numbers. The subscriber shall have the obligation to pay for the cost of repair, reinstall or replacement of the equipment & accessories in case of any damage, loss, theft, replacement, tampering or any other kind of disturbance occurred to the whole or part of it under the custody of the subscriber or when it is being used by the subscriber.
10. The subscriber shall not let any individual or organization use its leased bandwidth for sending and receiving of any information without the written permission/ direction from BSCCL.
11. If the subscriber fails to make payments for the rents, bills, dues and charges according to the BSCCL specified methods and deadlines, BSCCL may terminate the corresponding IPLC service anytime without notice and cancel the service-agreement protecting the interests of the company (BSCCL). In that case the service may be reinstated after payment by the subscriber all the bills, dues and charges according to the rates & rules determined by BSCCL. If the subscriber fails to pay all the charges including the connection fees, BSCCL may stop/ terminate the service permanently. In case of any past dues by subscriber for any IPLC connection, BSCCL reserves the right to disconnect the same company's other IPLC services giving a 7-days-notice.

12. The subscriber shall not transfer the IPLC connection without written permission from BSCCL.
13. The subscriber shall be personally liable for use calls and if any unauthorized person uses the service in absence of, or without the knowledge of the subscriber, the liabilities and responsibilities shall incur on the subscriber and it shall have the obligation to pay the charges and bills as per the claim of BSCCL.
14. If the subscriber 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 subscriber shall bear all costs & expenses related to the re-installment/ replacement/ relocation/ modification.
15. All the BSCCL produced bills, papers and records related to the charges, fees & expenses may be considered as the documents of proof on the validity of BSCCL claims.
16. Incase, BSCCL requires any changes of IP address, it can do so without any penalty or charges/ claims, however, the subscriber must be notified of such changes.
17. If the applicant hides any information about previous connection past dues with any company, BSCCL will instantaneously cancel his/her application and/or disconnect the service if service is installed.
18. The subscriber shall clear the bills and charges sent by BSCCL within the deadline. Telecom Act, 2001 and the rules specified in the Company Manual shall be applicable for collection of dues from the defaults.
19. During the tenure of this agreement the subscriber shall have the obligation to comply with all the existing terms, rules, laws & regulations framed by the Government of Bangladesh or BSCCL or any future amendment or extension there of.

1st Party (on behalf of BSCCL)

2nd Party (subscriber)

Signature:
 Name :
 Designation :
 Date:

Signature of subscriber
 Name of Subscriber
 Father's/ Husband's Name:.....
 Current Address:
 Permanent Address:
 Date:

Official Stamp:

Official Stamp :

Note: a) If the official stamps or seals of any organization or designated personnel are not legible, the terms & conditions of this agreement will be applicable to the individual signatories.

b) If as organization's signatory is not the Chairman or owner or partner or director or CEO, he/she must submit the power of attorney obtained from the organization or organization's Chief Personnel.