



Broad Band Telecom Services Limited

SERVICE LEVEL AGREEMENT

1. CONTRACTING PARTIES:

- 1.1 This Service Level Agreement (SLA) is made on this day of October 1st, 2023, between Broad Band Telecom Services Limited, Ispahani Building (5th Floor) Sk Mujib Road, Agrabad C/A, Chittagong, Bangladesh; (the "First Party") and Artium Freak; Level 5, Moon Plaza, Wasa Circle Chittagong, Bangladesh (the "Second Party").
- 1.2 Under the SLA the Second Party agrees to avail Internet Service from First Party as specified in **Annexure "A"**.
- 1.3 Broad Band Telecom Services Limited ("First Party") is an Internet, DATA services provider in the Bangladesh and is authorized to provide Internet & DATA Services to the subscriber ("Second Party") under the license of Bangladesh Telecommunication Regulatory commission (BTRC) of the Bangladesh Telecommunications Act, 2001.
- 1.4 **Artium Freak** ("Second Party") is an Advertising Agency; desire to hire the services [Internet] of the ("First Party") to their premises as mentioned in **Annexure "A"**.

2. CHARGES & PAYMENTS:

- 2.1 "Second Party" shall pay all payments including Hardware, Monthly Charges, Installation Charge, VAT, Reactivation Charges (if any) and any other relevant charges mutually agreed as indicated in **Annexure – "A"** of this Agreement.
- 2.2 All Payments shall be made by A/C payee cheque in favor of "**Broad Band Telecom Services Limited**".
- 2.3 Monthly payment to be paid in advance within 5th of each concurrent month.
- 2.4 Payment Mode: Pay Order/Account Payee Cheque from any scheduled Bank of Bangladesh or Cash deposit in the **First Party's** mentioned Bank Account after submitting the Invoice by the **First Party**.
- 2.5 All prices are subject to VAT/TAX (Here 5% is included with MRC) and further any other surcharges impose by the government during service agreement also to be applicable as per government rules & regulation.
- 2.6 Additional Service Requirements: Further any Intranet bandwidth & IP can supply on demand subject to additional payment.

3. CUSTOMER / USER'S OBLIGATIONS:

- 3.1 By subscription to "First Party" service "Second Party" agrees and understands that the VoIP is strictly prohibited with this service connection which is only meant for the usage of Internet and "Second Party" does not handle VoIP with this service connection. Any usages of VoIP by this service connection, "Second Party" will bear the entire responsibility and subject to legal actions as per Bangladesh Telecommunications Act- 2001 of Bangladesh Telecommunication Regulatory Commissions.
- 3.2 Public / Real IP: Usage of supplied IP is "Second Party" responsibility. Thus, any illegal usage is subject to APNIC and BTRC compliance. IP is returnable to the First Party upon any bridge of legality/compliance and after agreement validity.

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Broad Band Telecom Services Limited

4. **SUPPLIED EQUIPMENT & WARRANTY:**

- 4.1 "First Party" will provide manufacture standard warranty for the supplied equipment from the date of delivery.
- 4.2 The warranty does not apply to any product that has been defected, altered, subject to abuse, neglect, or accident, exposed to faulty power, lighting strikes, that has had the serial number altered or removed, or that has been connected, installed, adjusted, or required other than in accordance with instructions furnished by "First Party".
- 4.3 "First Party" will replace or repair any equipment only once against warranty claim within the warranty period if the equipment becomes unusable. For subsequent damage or need, client should pay the cost.

5. **SUPPORT & MAINTNANCE:**

- 5.1 "First Party" is responsible for providing services and support for Internet connectivity problems on receiving complaint from the client through telephone or e-mail. And "First Party" is not responsible for providing any services and supports other than the installed network [i.e., "Second Party" PC Configuration/problem, virus attack, etc.]
- 5.2 "First Party" is responsible for providing services and supports through telephone or e-mail. "First Party" will provide on-site support during daylight time and over phone and Skype for the rest of the period.

6. **TERMS OF AGREEMENT:**

- 6.1 This SLA is made for a period of 01 (One) year starting from the date of signing and shall be automatically renewed on an annual basis provided there is no written notice for termination of this SLA from either side.
- 6.2 "Second Party" may not revise any of the terms of this Agreement. "First Party" reserves the right to, and may, revise this Agreement at any time, and such revisions shall become effective Thirty days after "First Party" notify/posts the revised Agreement to "Second Party". Any revisions that come to in effect due to any instructions made by BTRC are subject to immediate effect with or without notice.
- 6.3 Both the Parties may cancel service, after the initial one-year minimum requirement, by providing 30 days' notice, in writing. "Second Party" must clear all outstanding payable bills prior to service cancellation notice.

7. **FORCE MAJEURE:**

Neither the First Party nor the "Second Party" shall be liable for any failure of or delay in performance hereunder arising out of or resulting from causes beyond its reasonable control including, but not limited to, acts of God, fire, flood, adverse weather conditions, meteorological or atmospheric occurrences or disturbances (including, but not limited to, solar eclipse) or other natural events, externally caused interference, acts of Government (including, but not limited to, any law, rule, order, regulation or direction of any applicable Government, civil or military authority; national emergencies; insurrections; riots; acts or war; civil disorder; strikes; traffic congestions; quarantine restrictions; embargoes.

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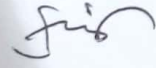
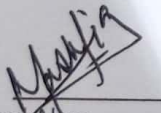

8. ANNEXURE:

Annexure Form is a part of this Agreement and must be read along with the Agreement.

9. Declaration:

We have read understood and agreed to abide by all the terms & conditions of the above Service Level Agreement (SLA). We hereby assure that we will use this connection only for Internet excluding Voice Communication and in case of breaching we will bear entire responsibility of all the consequences and hereby sign this document.

IN WITNESS WHEREOF the parties hereto have set their hands on the Date, Year first above written

Broad Band Telecom Services Limited	Artium Freak
<p>Signature: </p> <p>Name: Mahbubul Enam Designation: General Manager Date: September 24, 2023 Witness:</p> <p>1. </p> <p>Faiz Uddin Khan Sr. Manager, Sales & Marketing</p> <p>2. </p> <p>Shadab Mashfiqul Alam Executive, Sales & Marketing</p>	<p>Signature: </p> <p>Name: Ar Mahmud Bin Shamsuddin Designation: Managing Director Date: 24.09.2023 Witness:</p> <p>1. _____</p> <p>2. _____</p>

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Annexure A

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Service Commissioning Date: October 1, 2023								
SL No.	Connectivity Location	Bandwidth (mbps)		Supplied Equipment by		IP	OTC (One-time Cost)	MRC (Monthly Recurring Cost)
		IIG	GGC	BBTSL	Client			
1.	Artium Freak: Level 5, Moon Plaza, Wasa Circle, Chittagong, Bangladesh	35	35	1.Fiber 2.M/C-01 Pair [BBTS Property]	LAN Equipment's Installation/Configuration Test and Handover charge [Client Property]	01 Public	BDT. 85,612.0 Complementary	BDT. 7,000.0 (Including 5% VAT)

END OF CONTRACT

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