**SERVICE LEVEL AGREEMENT**

1. **CONTRACTING PARTIES:**
   1. This Service Level Agreement (SLA) is made on this day of **1st** **September, 2023** between Broad Band Telecom Services Limited, Ispahani Building (5th Floor) Sk Mujib Road, Agrabad C/A, Chittagong, Bangladesh; (the “**First Party**”) and **Sundarban Courier Service Pvt. Ltd. PC Roy Road, Hadish Park, Khulna** (the “**Second Party”**).
   2. Under the SLA the Second Party agrees to avail Internet Service from First Party as specified in **Annexure “A”.**
   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.
   4. **Sundarban Courier Service Pvt. Ltd.** (“Second Party”) is a **Transportation Service** desires to hire the services [Internet] of the (“First Party”) to their premises as mentioned in **Annexure “A”.**
2. **CHARGES & PAYMENTS:**
   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. All Payments shall be made by A/C payee cheque, Pay Order or Cash in favor of “**Broad Band Telecom Services Limited**”.
   3. Monthly payment to be paid in advance within 15th of each concurrent month.

2.4   Prices are including VAT / TAX /AIT & further any other surcharges impose by the govt. during service agreement also to be applicable at per as per govt. rules and regulations.

1. **CUSTOMER / USER’S OBLIGATIONS:**
   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.
   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.
2. **SUPPLIED EQUIPMENT & WARRANTY:**
   1. “First Party” will provide manufacture standard warranty for the supplied equipment from the date of delivery.
   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”.
   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.

1. **SUPPORT & MAINTNANCE:**
   1. “First Party” is responsible for providing services and supports for Internet connectivity problem 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.]
   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.
2. **TERMS OF AGREEMENT:**
   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 sides.
   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.
   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.
3. **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.

1. **ANNEXURE:**

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

1. **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**

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| **Broad Band Telecom Services Limited**  Signature:  Name: **Nazmul Hossain Sikder**  Designation: **Deputy General Manager**  Date:  Witness:  1.  **Faiz Uddin Khan**  Sr. Manager, Sales & Marketing  2.  **Md. Ziaur Rahman**  Asst. Manager, Sales & Marketing | **Sundarban Courier Service Pvt. Ltd.**  Signature:  Name: **Mr. Aslam [Munna]**  Designation: **Divisional Head**  Date:  Witness:  1.  Name: **[fill up]**  Designation: **[fill up]**  2.  Name: **[fill up]**  Designation: **[fill up]** |

**Annexure A**

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| SL No. | Connectivity Location | Capacity | | Supplied Equipment by | | IP | OTC  (One-time Cost) | MRC  (Monthly Recurring Cost) |
| Internet  (mbps) | DATA  (mbps) | BBTSL | Client |
| 1. | **Sundarban Courier Service Pvt. Ltd.** PC Roy Road, Hadish Park, Khulna | 05 Mbps  (Dedicated) | - | 1. Fiber  2. Media Converter -01 Pair  **[BBTSL Property]** | 1. LAN Equipment’s | 01  Public  IP | Tk. 3,000/- | Tk. 1,500/- |

**END OF CONTRACT**