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Memo No. 46.05.0000.413.99.092.24.01

Date: 01.07.24

Service Level Agreement

This Service Level Agreement is made at Dhaka, Bangladesh on First day of July Two Thousand and Twenty-Four of the Christian Era.

BETWEEN

Link3 Technologies Limited, a public company limited by shares, duly incorporated in Bangladesh under the Companies Act, 1994, having its registered office address at Police Plaza Concord, Tower-1, (13th floor), Plot-2, Road-144, Gulshan, Dhaka-1212, Bangladesh, which expression shall unless repugnant to the context and contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrator/s, executor/s and/or assignees (hereinafter referred to as the “**Link3 and/or SERVICE PROVIDER**”) of the **FIRST PART**.

AND

Executive Engineer, MODS Zone-8, Dhaka WASA having its office address at Plot # 3 kha, Block-J, Baridhara (Notun Bazar), Badda, Dhaka-1212 which expression shall unless repugnant to the context and contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrator/s, executor/s and/or assignees (hereinafter referred to as the “**CUSTOMER**”) of the **SECOND PART**.

(The **SERVICE PROVIDER** and **CUSTOMER** shall be hereinafter called individually as “Party” and collectively as Parties”).

PREAMBLE

WHEREAS, Link3, is a leading service oriented company involved in the sector of Information Technology and provide wide range of service relating to Internet/Data Connectivity Service, IP Telephony, VAS etc. and has adequate expertise, required organizational structure, and is authorized by the appropriate authority under the relevant laws to serve according to the scope of this Agreement.

WHEREAS, **CUSTOMER** wishes to receive Internet connectivity services for SCADA System of Deep Tube wells under MODS Zone-8, Dhaka WASA using different technological and communication media and at location, as detailed mentioned in Annexure A of this agreement.

WHEREAS, both the **SERVICE PROVIDER** and **CUSTOMER** has agreed to the terms and conditions stipulated in the executed Service/business Proposal, and Work Order in connection to the scope of service under this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GENERAL:



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- 1.1 Preamble of this Agreement shall constitute an integral part hereof.
- 1.2 Definitions: Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:
- a. **"Applicable Law"** means the laws and any other instruments having the force of law in Bangladesh.
 - b. **"Intellectual Property Rights"** means all intellectual and industrial property rights including patents, know-how, registered trademarks, trade secrets, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, copyright, database rights, domain names and any other rights in any invention, discovery or process, anywhere in the world, together with all renewals and extensions.
 - c. **"Confidential or proprietary information"** means all information which a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") regarding the Disclosing Party's or its subsidiaries, affiliates' technical, commercial, marketing, financial data, technology, products or other business information (including but not limited to derivatives thereof) in whatever form such information may be, and however such information comes to the knowledge of the Receiving Party, directly or indirectly, due to or in relation to this Agreement.
 - d. **"Material breach or default"** means an act or omission in violation of any terms, conditions or obligations expressly defined in this Agreement which the parties were under an obligation to maintain all the time during the continuation of this Agreement or thereafter.
 - e. **"Service Level Description"** means Service Level objectives as fully described in Annexure B (attached hereto and made a part hereof by reference).
 - f. **"Agreement"** means this Agreement between SERVICE PROVIDER and CUSTOMER.
 - g. **"Business Proposal or Financial Proposal"** means any offer or proposal containing various service offers including relevant price related information issued by the SERVICE PROVIDER in due course under this Agreement.
 - h. **"Work Order or Purchase Order"** means any service orders issued in due course by the CUSTOMER confirming and in relation to any Business or Financial Proposal under this Agreement.
 - i. **"Agreement Effective Date"** means, the date as mentioned in this Agreement.
 - j. **"Service Commencement date"** means the date on which the SERVICE PROVIDER confirms the CUSTOMER in writing that the service is functional.
 - k. **"Contract Documents"** shall means the documents listed in Clause 3 (*Contract Documents*) of the Agreement (including any amendments thereto).
 - l. **"Third Party"** means any person or entity other than the Government, SERVICE PROVIDER and CUSTOMER hereto;
 - m. **"Day"** shall mean an English calendar day.
 - n. **"Service"** means the service as provided under this Agreement and described in Annexure A hereto.



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2. SCOPE:

The SERVICE PROVIDER shall provide the 24/7 dual line 20mbps (fiber optic) Internet connectivity services for the use of CUSTOMER in consideration of the applicable charges/fees as stipulated herein and mentioned in the Annexure A of this Agreement, as per the work order issued by the CUSTOMER.

3. CONTRACT DOCUMENTS:

The following documents, including all annexure, constitute the Agreement between the parties, and each will be read and constructed as an associated part of the Agreement and for the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- Terms and Conditions of this Agreement including Annexure A, B and C.
- Work Order ----- as Annexure D.
- Service/Business Proposal ----- as Annexure E.

4. SERVICE PROVIDER OBLIGATIONS:

- The SERVICE PROVIDER shall provide Internet connectivity services to the CUSTOMER as per the terms and conditions of this Agreement.
- The SERVICE PROVIDER shall provide the Internet connectivity and support services smoothly and carry out the service with due diligence, efficiently and in conformity with acceptable professional standard in the industry, skills, quality and in good manner with due care as is reasonably expected from a SERVICE PROVIDER of this nature in carrying out the service.
- The SERVICE PROVIDER shall ensure that the employees of the SERVICE PROVIDER visiting CUSTOMER premises for any purpose hereunder shall always carry an office identity card and shall always cooperate with CUSTOMER security personnel and staff with regard to security measures.

5. GENERAL TERMS AND CONDITIONS FOR SERVICES:

- CUSTOMER shall arrange the required permission to lay fiber optic cable from the building authority and shall maintain their LAN
- CUSTOMER shall arrange and provide proper security of equipment's supplied and installed by the SERVICE PROVIDER.
- Responsibilities of the SERVICE PROVIDER are explicitly stated in this agreement and SERVICE PROVIDER takes no other responsibilities besides those set in this agreement".
- SERVICE PROVIDER' will only provide the equipment that is needed for establishing the Service. Ownership of the equipment's provided hereunder will remain with the 'SERVICE

5.6 Details of Service shall be established for the CUSTOMER by the SERVICE PROVIDER, as mentioned in the applicable Annexure to this agreement. If the link mentioned in Annexure A, is discontinued or changed (such as change in Technology, location, service, media, bandwidth etc.) in future, accordingly the Annexure A will be deemed to have been changed. Any new work order will automatically be part of this Agreement.

5.7 The equipment, which are needed for operating the 'own network of the CUSTOMER' e.g. router and other necessary accessories, will be arranged, owned and maintained by the CUSTOMER. However, SERVICE PROVIDER may render necessary service for configuration and installation of the Routers owned by the CUSTOMER.

5.8 If there is any damage to the fiber optic equipment at the CUSTOMER premises due to misuse or negligence of the CUSTOMER and also if the equipment's will burn or damaged due to power problem, mishandling, fire, theft or sabotage, water submerge, come in contact with water, drop from height and damaged partly or fully then CUSTOMER shall pay the necessary amount as demurrage for repair and /or replacement of the products.

5.9 Any kind of damage of the fiber optic equipment outside the premise of the CUSTOMER shall be repaired or replaced by SERVICE PROVIDER at its own cost.

5.10 CUSTOMER will also arrange, secure and maintain all 'electrical and supporting equipment', at their sites, to ensure smooth and stable electricity and to maintain optimum temperature and humidity, required for data communication equipment.

5.11 SERVICE PROVIDER shall not be liable for any reason or any representation, implied warranty or condition or other term at law or under the terms of this Agreement for any losses, whether for loss of profit, actual or consequential or otherwise and whether occasioned by the negligence of SERVICE PROVIDER or its employees or agents or otherwise relating to the sale of products and/or provision of services to the subscriber.

6. SERVICE PROVIDER shall retain the ownership of the Equipment which will be provided to the CUSTOMER under this Agreement. After the expiry of the Agreement period and if (the CUSTOMER does not wish to continue the service then SERVICE PROVIDER will bring back the equipment and associated cables. **OBLIGATIONS OF THE CUSTOMER:**

6.1 The CUSTOMER will make regular fees/charges payment to the SERVICE PROVIDER as set forth in Clause 08 (*Payment Terms*) and any Annexure hereto this Agreement.

6.2 Any delay or failure to make payments by the CUSTOMER to the SERVICE PROVIDER shall constitute an event of default under this Agreement and the SERVICE PROVIDER reserves the right to disconnect links, subject to a 30 days' notice in writing, unilaterally in such an event.

6.3 If the CUSTOMER wishes to replace or relocate the Service, or makes any changes to the equipment, methodology or techniques due to engineering, pertaining to engineering or technological issues, the CUSTOMER shall bear all costs and expenses related to the re-installment/replacement/ relocation/modification of the same and in case of such shifting and relocation Customer shall provide the reasonable time to relocate the services.

6.4 The CUSTOMER shall strictly comply with the applicable Laws, Rules or Regulations enacted from time to time by the BTRC or the Government and shall not use/communicate using the Service established under this Agreement for any purpose or business which is illegal, unlawful, fraudulent, immoral, inappropriate, offensive, abusive, obscene, threatening in nature, contrary to the national security, or in any other way not approved or permitted by the relevant authorities of the Government. Any violation thereof, if detected, may cause the Agreement to be terminated at the sole discretion of SERVICE PROVIDER without accruing any responsibility. At all-time CUSTOMER shall be solely responsible for any outcome whatsoever arising for breach of the forgoing and Link3 shall bear no responsibility.

6.5 Equipment's and accessories which is owned by the SERVICE PROVIDER and installed at the CUSTOMER's premises by the SERVICE PROVIDER shall remain the asset of the SERVICE PROVIDER and the CUSTOMER shall maintain such equipment with due diligence and care. The CUSTOMER shall not damage, tamper, illegally connect, replace, relocate, or transfer such equipment's and accessories, or let anyone do the same. However, within 15 (fifteen) days following the expiration or termination of this Agreement or any service hereunder, SERVICE PROVIDER shall install and maintain the equipment and CUSTOMER shall ensure necessary assistance

7. GENERAL OBLIGATIONS OF THE PARTIES:

- 7.1 Intellectual Property Rights: Nothing in this Agreement shall be deemed to confer any assignment or license of the Intellectual Property Rights of SERVICE PROVIDER to the CUSTOMER and vice versa and all the Intellectual Property Rights of the Parties shall remain the property of the respective Parties.
- 7.2 Confidentiality: During the Term of this agreement, the party receiving the information ("Recipient") from the other party ("Discloser") shall treat all information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of Discloser. Neither Party may use or disclose Confidential Information for any purpose other than to carry out the purpose for which confidential information was provided to other party as set forth in the Agreement, throughout the terms of this Agreement. Such information can only be revealed if it is found that it was already in the public domain or it was already available to the receiving party without violating this agreement or it is required by law or in confidence to its employees, legal counsel, accountants or other similarly situated advisors, in each case, only where such persons or entities have a legitimate need to know such confidential information and are under appropriate nondisclosure obligations not less stricter than the obligations covered hereunder. Notwithstanding the termination or expiry of this Agreement for whatever reason the obligations and restrictions in this Clause shall be valid for a period of 3 (three) years from the date of expiry of this Agreement.
- 7.3 Conflict of Interests: The Parties shall not do anything that conflict with the interest of the respective parties.
- 7.4 Indemnification: Each Party fully and effectively indemnifies the other against all wrongful action, negligence or breach of Agreements of its personnel or agents, including the use or violation of any copyright work or Intellectual Property Rights. Neither party shall be liable to the other party for indirect or consequential losses, including but not limited to loss of profit, loss of revenues, loss of opportunity cost, loss of goodwill or reputation, loss of data or information and loss of interest.

8. PAYMENT TERMS:

- 8.1 One Time Charges (OTC): The CUSTOMER shall pay OTC as mentioned in the Business /Financial Proposal or such amount as specified in Annexure A of this Agreement to the SERVICE PROVIDER, once for each Service, for the installation and associated costs. OTC is to be paid in advance before the installation and commencement of Service. One-time charges for re-location, Setup and Configuration of the connectivity or services at the premises of the SERVICE PROVIDER would be at-actual and as per mutually agreed & negotiated as and when required basis.
- 8.2 Monthly Recurring Charge (MRC): The MRC for the first month shall be paid on a prepaid basis on the commissioning date of the service. The subsequent Monthly Recurring Charges for each month shall be paid by the CUSTOMER to the SERVICE PROVIDER, as specified in Annexure A of this Agreement, as per Dhaka WASA policy via crossed cheque, pay order, or BFTN issued in favor of "Link3 Technologies Limited". The Monthly Service Charge shall remain the same during the validity period of this Agreement.
- 8.3 If there is any dispute regarding the invoice, the CUSTOMER must inform Link3 within 10 (ten) days of invoice submission; otherwise, the invoice will be considered final.
- 8.4 If there are any changes in the service take place at the middle of the month which is not incorporated in the invoice, the CUSTOMER will be liable to accept the invoice and adjust the payment with the invoice where that changes are reflected without withholding the payment.
- 8.5 In the event that, the CUSTOMER partially or fully terminates any service provided by Link3 Technologies Limited, the CUSTOMER shall be responsible for paying the proportionate amount of the monthly invoice corresponding to the services utilized up to the termination date.
- 8.6 VAT/AIT: Issues related to the VAT/TAX shall be dealt with in accordance with Annexure A hereto and applicable laws.

Unless otherwise determined between the parties, relocation/merger/acquisition/buy or sell out of business, etc. shall not relieve the CUSTOMER under this Agreement from any of the terms and conditions of this Agreement unless all kinds of liabilities are settled with the SERVICE PROVIDER. Any such changes have to be notified in writing to the other in advance.

10. FORCE MAJEURE:

If either Party fails to perform its obligations or delays performance under this Agreement due to causes beyond its reasonable control (without its fault or negligence) shall include, but not limited to earthquake, acts of God, acts of nature, tsunami, flood, storm, fire, explosion, lightning, adverse weather conditions, meteorological or atmospheric occurrences or disturbances (including, but not limited to, solar eclipse) or other natural events, hostilities, political instabilities, riots, terrorist activity, epidemic, pandemic, war, civil insurrection or commotion, restriction in the transportation of goods, acts or omissions of government or regulatory body, quarantine restrictions; national emergency etc., then that Party shall not be held responsible for any loss or damage which may be incurred by the other Party as a result of such failure or delay. Any Party relying on Force Majeure for suspending performance hereunder shall give to the other Party immediate notice thereof and, as soon thereafter as possible, shall give formal written notice specifying in detail the event of Force Majeure relied upon and the effective date of suspension. If the force majeure situation exists for a continuous period of 90 Days, both Parties shall mutually decide on the next course of action to be taken or terminate the Agreement by providing written notice.

11. NOTICES:

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail. Telex, telegram or facsimile to such Party at the following address:

SERVICE PROVIDER	CUSTOMER
Link3 Technologies Limited	Executive Engineer, MODS Zone-8, Dhaka WASA.
Address: Police plaza concord, Tower-1, (13th Floor), Plot-2, Road-144, Gulshan, Dhaka-1212, Bangladesh.	Address: Plot # 3 kha, Block-J, Baridhara (Notun Bazar), Badda, Dhaka-1212
Attn: (Name & Designation) Swapan Roy Senior Manager Strategic Initiative, Sales & Marketing Mob: +88- 01787667405 IP Phone: +88- 09678-993002	Attn: (Name & Designation) Anupom Kumar Mondol Executive Engineer Mob: 01819556318, 01732404684

12. COMMENCEMENT, VALIDITY AND RENEWAL OF THE AGREEMENT:

This Agreement shall remain valid for a period of **Four (4) months effective from 1st July 2024 to 31st October 2024**. The Agreement may be renewed thereafter as may be mutually agreed by both parties, unless otherwise terminated earlier in accordance with the provisions as mentioned in this Agreement. Notwithstanding anything, upon expiry of this Agreement if CUSTOMER continue the ongoing services, the CUSTOMER shall continue the payment as per the rate and payment terms of this Agreement. However, if there is any change in price in new Agreement, CUSTOMER will adjust the payment with the invoice which will be submitted after completion of the new Agreement.

Conditions of this Agreement, including any modification

14. Termination:

14.1 Either Party is entitled to terminate this Agreement or any link without assigning any reason by providing 2 (Two) month's written notice to the other.

14.2 Notwithstanding mentioned in above, either Party may serve notice in writing upon the other Party immediately terminating this Agreement upon the occurrence of any of the following events:

- (i) The other Party being in material breach or default of any of its terms/conditions, representations, warranties or undertakings under this Agreement and if the breach is capable of being remedied, not remedying such breach within 30 (thirty) days following notice in writing from the non-breaching Party requiring such remedy.
- (ii) Other Party entering into composition with its creditors or being the subject of any procedure analogous to liquidation, dissolution or receivership in any jurisdiction;
- (iii) Other Party becoming bankrupt or suffering or committing any act indicative of bankruptcy or insolvency by the law of any jurisdiction;
- (iv) any order or direction of the regulators of Bangladesh, including but not limited to Bangladesh Telecommunication Regulatory Commission, Bangladesh Police or Digital Security impose any policy/ regulation that forces any of the Party to terminate the contract for any reason that is not hereby contemplated by the Parties.
- (v) Other Party ceases to conduct its business operations or declare itself to be delinquent.

15. Effect of termination:

- (i) Any termination of this Agreement shall be without prejudice to the rights of either party to recover any monies due to it under this Agreement and to the rights or remedies of either party in respect of any antecedent breach of this Agreement.
- (ii) Upon expiry/termination of this Agreement, each Party agrees to promptly return to the other Party all materials, equipment's, under this agreement and/or Confidential information, reports and information in its possession and/or any property of the other Party including the Intellectual Property, which may come into possession of the Party pursuant to this Agreement.
- (iii) Upon termination of this Agreement, no Party shall be relieved from any obligation already accrued prior to the date of such termination, nor from any liability for a breach of this Agreement occurring prior to the date of such termination.
- (iv) Upon the termination of this Agreement for any reason whatsoever, the Parties agree to resolve all payment related issues, mutually and amicably between them, within 15 (fifteen) days of such termination.

16. Representations and Warranties:

Each Party represents and warrants to the other party as follows:

- i. It is a company duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to execute, deliver and perform this Agreement.
- ii. This Agreement has been duly authorized, validly executed and delivered by it, and constitutes a valid and binding agreement of such Party, enforceable against it in accordance with its terms.

17. Governing law and Dispute settlement:

- a) This Agreement shall be deemed to be made and entered into pursuant to the laws of Bangladesh and for all purposes this Agreement shall be construed and interpreted in accordance with and be governed by the law of Bangladesh.
- b) Any disputes or difference whatsoever arising between the Parties out of or in connection with or incidental to the Agreement including the operation or interpretation of this Agreement shall be solved amicably by mutual discussions between the Parties. In the event of failure to solve any such disputes within 30 days from the date of notice, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 2001. Each Party shall appoint its own arbitrator and the arbitrators of the Parties so appointed shall appoint a third arbitrator who shall be the Chairman of the Arbitral Tribunal. The decision of the Arbitral Tribunal shall be final and binding on the parties. The language of the arbitration shall be English and the venue shall be at Dhaka. Each party shall bear its own arbitration costs and

18. Miscellaneous:

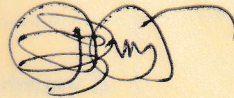
- a. This Agreement shall be executed in 02 (two) original copies and each Party shall retain each from the said copies.
- b. The parties shall comply with all applicable laws of any governmental authority having jurisdiction and shall, obtain and pay for all licenses and permits necessary for the provision of goods and performance of services in accordance with such laws.
- c. No waiver, express or implied, by any Party of any rights hereunder, or of any failure to perform, shall be a continuing waiver or constitute or be deemed to constitute a waiver of any other right hereunder or of any claim or remedies available in law in respect of any other breach hereof by the other Party whether of similar or dissimilar nature.
- d. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract and the applicable governmental rule, regulation, order, or law shall prevail.
- e. Relationship between the parties shall be limited within the scope of this agreement only. Nothing in this Agreement shall constitute or be deemed to constitute a joint-venture, partnership between the Parties or the appointment of one Party as agent to the other Party or employer-employee relationship. Accordingly, except as expressly authorized under this Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party.
- f. Unless otherwise determined between the parties in writing, change of ownership, name, address, relocation/merger/acquisition/buy or sell out of business, etc. shall not relieve the parties under this Agreement from any of the terms and conditions of this Agreement unless all kinds of liabilities are settled with the other party. Any such changes have to be notified in writing to the other in advance.
- g. Neither party shall sell, transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party. Any act in derogation of the foregoing shall be null and void, therefore, shall be construed as a default under this Agreement.
- h. The provisions herein constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications between the parties, including any and all Agreements. No term or condition contained in any document provided by one party to the other party pursuant to this Agreement shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein.
- i. The Parties shall not do anything that conflict with the interest of the respective parties.
- j. The SERVICE PROVIDER shall have the right to impose monitoring system over any service extended to the CUSTOMER provided that such monitoring has been necessitated in as much as it is required to do so under any laws, orders, rules or by-laws issued by the Government or any regulatory authority and/or demanded by the nature of Service.

IN WITNESS WHEREOF, the parties acknowledge that each has fully read and understood this Agreement and, intending to be legally bound thereby, executed this Agreement on the date set forth above.

Signed for and on behalf of
Link3 Technologies Limited

Signed for and on behalf of
Dhaka Water Supply and Sewerage
Authority(DWASA), MODS Zone-8

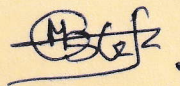
Signature : 
Name : Sheikh Zaheen Ahmed
Designation : Executive Director

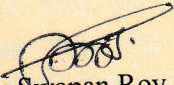
Signature : 
Name : Anupom Kumar Mondol
Designation: Executive Engineer, MODS Zone-8

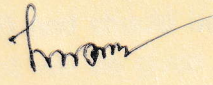
Witness:

Witness:

Signature : 
Name : Syed Shafquat Ul Muswi
Designation : Deputy General Manager

Signature : 
Name : Md. Mustafa
Designation : Assistant Engineer

Signature : 
Name : Swapan Roy
Designation : Sr. Manager

Signature : 
Name : Imamul Islam
Designation : Sub-Assistant Engineer