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MEMO NO. 46.05.0000.413.৯৯.১৪০.২৪.২৭

Date :- 31-10-24

Service Level Agreement

This Service Level Agreement is made at Dhaka, Bangladesh on 11th day of November 2024 of the Christian Era.
This Agreement shall remain valid for a period of five (5) months effective from 1st November 2024 to 31st March 2025.

Dhaka Water Supply and Sewerage Authority (DWASA) 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 **FIRST PART**.

AND

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 **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 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:

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.

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- 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 mean 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.

2. SCOPE:

The SERVICE PROVIDER shall provide the 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.

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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 PROVIDER'. List of equipment's provided/owned by SERVICE PROVIDER are mentioned in Annexure C (attached hereto and made a part hereof by reference).
- Details of Service shall be established for the CUSTOMER by the SERVICE PROVIDER, as mentioned in the applicable Annexure to this agreement.

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.

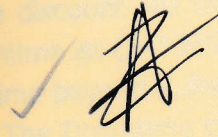
Signed for and on behalf of
Dhaka Water Supply and Sewerage Authority

Signed for and on behalf of
Link3 Technologies Limited



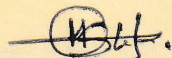
Signature :
Name : Anupom Kumar Mondol
Designation: Executive Engineer

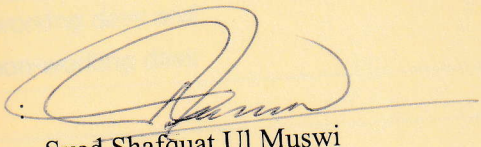
Witness:

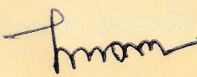


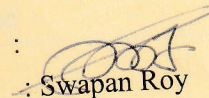
Signature :
Name : Sheikh Zaheen Ahmed
Designation : Executive Director

Witness:

Signature : 
Name : Md. Mustafa.
Designation : Assistant Engineer,
MCDS Zone-8, DWASA

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

Signature : 
Name :
Designation : ইমামুল ইসলাম
উপ-সহকারী প্রকৌশলী
মডস জোন-০৮, ঢাকা ওয়াস।

Signature : 
Name : Swapan Roy
Designation : Sr. Manager