



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

No. 14.32.0000.007.59.534.16.248..... Date: 16-05-2018

LICENSE FOR PROVIDING INTERNET SERVICE (CATEGORY - C) INCLUDING CYBER CAFE SERVICE

In exercise of the powers conferred by section 36 of the Bangladesh Telecommunication Regulation Act, 2001, the Bangladesh Telecommunication Regulatory Commission, hereinafter referred to as the Commission, upon consideration of their application dated 16-11-2016 and payment of license fee and other charges, is pleased to grant Sisrajgonj Fiber Net having its Registered Head Office at S. B. Fazlul Haque Road, Goshala Mondal Para, Sisrajgonj.

LICENSE

For a period of 5 (five) years with effect from the 16th day of May 2018 to 15th day of May 2023 and thereafter endorsable from year to year

TO

Build, operate and maintain to provide Internet Service, hereinafter referred to as the Service, for Internet along with Cyber Cafe throughout -Sisrajgonj Sadar Police Station- subject to the following terms and conditions.

TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATIONS

For the purpose of this License, the following terms shall, unless repugnant to the context, have the meanings set forth below:

- a) "Act" means Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)
- b) "License" means this License for Providing Internet Service including Cyber Cafe Services.
- c) The term "or" shall include "and" but not vice versa.
- d) Singular number shall include plural number and vice versa.
- e) "Person" includes an individual having natural personality, a partnership, society, company, corporation, co-operative society and statutory body.
- f) "Regulations" means the Regulations made under the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001).
- g) Any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.
- h) References to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.

2. DURATION AND NATURE OF THE LICENSE

- 2.01. Unless otherwise cancelled or surrendered by the Licensee earlier this license shall remain valid for 5 (five) years as mentioned above, subject to timely payment of necessary fees, charges, etc., and compliance by the Licensee with the terms and conditions as may be prescribed by the Commission from time to time.
- 2.02. The application for annual endorsement of License, along with all relevant documents and fees, shall have to be submitted to the Commission by the Licensee on or before..... 15TH MAY.....of each year. If application for annual endorsement is not submitted by the Licensee within the stipulated time the License shall not be eligible for consideration for continuation of providing services under the License.
- 2.03. This License and/ or its share is not transferable without the proper approval and any such transfer of this License shall be void and the License so transferred shall stand cancelled.

2.04. This License is issued on non-exclusive basis, that is, the Commission may grant similar License in favour of other applicant(s) for the same service in the same area.

3. RESPONSIBILITIES OBLIGATIONS OF THE LICENSEE

In addition to the responsibilities and obligations specified in relevant Laws, Regulations and in other clauses of this License, the Licensee shall have the following responsibilities:

- 3.01. The Licensee shall not provide any service other than those specified in this License.
- 3.02. The Licensee shall obtain bandwidth from Nationwide ISP/Central Zone ISP/ Zonal ISP (South-East Zone, North-East Zone, South-West Zone, North-West Zone) licensed by the Commission.
- 3.03. The Licensee shall conclude agreement with Nationwide ISP/Central Zone ISP/ Zonal ISP (South-East Zone, North-East Zone, South-West Zone, North-West Zone) for taking bandwidth on lease and submit the same to the Commission for vetting.
- 3.04. The Licensee is not allowed to sublease any bandwidth taken from ISP as per clause 3.02 to any other ISP(s).
- 3.05. The bandwidth obtained from ISP(s) as per clause 3.02, the licensee's domestic data traffic will be routed through NIX to which the bandwidth provider ISP is connected.
- 3.06. The Licensee shall not bypass licensed Nationwide ISP/Central Zone ISP /Zonal ISP (South-East Zone, North-East Zone, South-West Zone, North-West Zone) in transmitting international incoming and outgoing data.
- 3.07. The Licensee shall be responsible for installation, testing and commissioning of all the equipments to provide the service. The Licensee shall supply to the Commission copies of agreements, literature, drawings, etc. of the equipments installed for commissioning of the service.
- 3.08. The Licensee shall start providing the service to its subscribers within 1 (one) year of issuance of this license and shall inform the Commission, in writing, the proposed date of commissioning of the service at least 30 (thirty) days ahead.
- 3.09. The Licensee shall submit to the Commission detail report of performance tests conducted by it at least 30 (thirty) days before commissioning of the service.
- 3.10. The Commission may conduct testing of any or all equipments or installations of the Licensee.

- 3.11. The Licensee shall ensure standard QoS to the subscribers and service should be available within the licensed service area.
- 3.12. The Licensee shall clearly indicate to the subscribers at the time of entering into contract with such subscribers the specifications of the Service, including uploading and downloading speed, and the ways of lodging complaints by the subscriber and time chart of rectification of defects by the Licensee.
- 3.13. The Licensee shall not refuse connectivity to anybody within the service area.
- 3.14. The Commission shall have the right to check and measure the quality of service provided by the Licensee at any time during the currency of the license.
- 3.15. The Licensee shall submit to the Commission half yearly report of the coverage area, number of subscribers and quality of service offered to its subscribers within the thirty first day of every July and January during the validity of license to the Commission.
- 3.16. The Licensee shall furnish necessary information, statement of accounts and other related matters, papers and documents as may be sought for from time to time by the Commission.
- 3.17. The Licensee shall ensure prevention of browsing obscene images or, materials through their network and take adequate precaution and preventive measures against communication of false and obnoxious messages to the end users.
- 3.18. The Licensee shall be responsive to the complaints lodged by the subscribers and maintain log of all complaints chronologically with details of action(s) taken indicating date and time on each complaint.
- 3.19. The Licensee shall take adequate steps to prevent harmful emission from their system hazardous to health and environment and shall take special care in respect of storage, usage and disposal of batteries to be used in the installations and systems of the licensee.
- 3.20. The Licensee shall refrain from causing interference with the systems of other operators licensed by the Commission or the systems of Government agencies.
- 3.21. The Licensee shall not do anything while providing internet and data service which is against the national security and interest.
- 3.22. The Licensee shall take prior permission from the Commission before initiating import of any equipment necessary to perform under this license.
- 3.23. The Licensee shall not sell any equipment imported by it to anybody without prior written permission of the Commission. In case the licensee intends to sell any equipment