



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



AGREEMENT

Between Bhutan Telecom Ltd. Andfor SMS Service

This Agreement is entered into on.....by and between;

Bhutan Telecom Limited, a Company incorporated in accordance with the laws of Bhutan and having its registered office at 2/28 Drophen Lam, Thimphu, Bhutan (hereinafter referred to as “**BT**” which expression unless excluded by or repugnant to the context be deemed to mean and include its successors, administrators and permitted assigns) of the ONE PART;

AND

.....located..... hereafter referred to as “.....” which expression shall include unless repugnant to the context be deemed to mean and include its successors, administrators and permitted assigns) of the OTHER PART.

BT and hereinafter collectively referred to as the Parties’.

WHEREAS

BT is inter alia engaged in the business of providing telecommunication services in Bhutan.

..... desirous to use the extensive SMS backbone of **BT** to send national (viz. within Bhutan) SMS to their subscribers in the area of Short Message Service’ (hereinafter “SMS”) i.e. SMS from Application to Mobile Phone. The SMS shall be limited to **BT** customers only.

BT has agreed to provide SMS service to subject to the terms and conditions mentioned hereunder:

NOW AS FOLLOWS:

1. DEFINITION

1.1 "SMS" shall mean Mobile / Application Originated/Terminated – SMS, transited through **BT** and using the national links of **BT**.

1.2 SMSC means Short Message Service Centre.

1.3 Customer means Corporate Clients, mobile phone users, Registered Organizations with whomcontract relations.

2. SCOPE OF THE AGREEMENT

..... may route SMS messages related to its affairs through **BT** to be delivered to BT users, may also integrate SMS applications that require sending of Mobile Terminating using **BT** network.



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



3. ROLE AND RESPONSIBILITY OF

- 3.1 The content of the SMS shall be valid only upon the approval of..... alone. **BT** shall forward the agreed content of SMS to B-mobile service customers. The SMS Content /Information will not infringe the copyright or other rights including right to privacy / publicity or be defamatory of any third party shall not be pushed.
- 3.2 shall endeavour not to send any unsolicited messages and spam and malicious messages to any of the destinations.
- 3.3 Where is authorized to send such SMS, it shall provide the means to unsubscribe for the commercial messages through return SMS. These SMS to unsubscribe services will be sent periodically.
- 3.4 **BT** will provide in its SMPP connectivity the feature of alphanumeric sender id (variable and set by dynamically).
- 3.5 at its own cost will be responsible for getting all necessary approvals, sanctions, permissions, copyrights, licenses for providing the service to its customers from any Municipal, Local, Regional or Government Authority or any duly authorized public servant.
- 3.6 shall use this service solely for the intended purposes and not for any other purpose.

4. ROLES AND RESPONSIBILITY OF BT

- 4.1 **BT** will provide all the necessary assistance during the tenure of this Agreement. This will include providing 24*7 support to address service issues of, **BT** shall make an attempt to provide 99.99% uptime of its services. Critical issues of delay in termination and throughput issues will be addressed in minimum possible time.
- 4.2 **BT** will provide following connectivity to
- Connectivity: IP based connectivity.
- SMSC Protocols: SMPP 3.4 or later protocols is required for to be able to connect to the BT SMSC.
- requires BT to support 1 IP addresses for connection.
- 4.3 **BT** shall deliver SMS immediately upon receipt from to B-mobile service users. **BT** shall put in its best endeavours to achieve the best success rate in delivery of the SMS messages routed through it.
- 4.4 **BT** shall provide all the documents, details and information statutorily required for the commencement of the Services. **BT** infrastructure must support expiry of individual SMS. Also, **BT** must be able to schedule SMS as



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



and when required. **BT** requires a minimum of 5 retries of the undelivered SMS in 24 hours' time andshall still be charged for the SMS for using BT resources.
BT will provide concatenation of SMS.

4.5 **BT** and shall in mutual understanding may suspend SMS service on following grounds

- a) Receipt of unsolicited short messages, malicious content from in violation of any applicable law in force and action or the restrictions or provisions thereof.
- b) Use of different sender ID which is not at all related to affairs.

4.6 **BT** shall notify in writing or via mail of the service disruptions at least 3 days prior to any traffic suspension.

4.7 **BT** shall endeavour to limit and ultimately remove the cause of malicious SMS and **BT** shall be responsible to restore the service within reasonable time after causes have been removed.

5. CONSIDERATION

5.1 In consideration of **BT** offering the services as mentioned in this agreement with respect to Mobile originating/terminating SMS, shall pay charges as enumerated in **Clause 24 (Commercials)** of this agreement.

5.2 **BT** shall be responsible to send the invoices to within two weeks of the end of the billing cycle. shall be responsible to reconcile the invoices and report any discrepancy to **BT** before the due date of payment of the invoice.

5.3 shall be responsible to make payments to “**BTL**” within 15 (fifteen) working days of the end of the previous billing period or before the due date of the invoice, whichever the latest. Failing to pay the dues within the stipulated time may result in the penalty of 24% per annum (2% per month) as per the penalty rules and regulations of kingdom of Bhutan. Digitally signed invoices will be sent via email to to speed up payment.

6. INDEMNITY & LIABILITY

6.1 All damages, such as those caused by Force Majeure, indirect (material and immaterial), pure or consequential, immaterial and/or financial, special, incidental or punitive damages, including but not limited to loss of profit, loss of revenue, customers of the other Party, loss of data, loss of use, loss of savings, loss of goodwill or opportunity, claims of third parties or interruption of service, are excluded from each Party's liability.



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



- 6.2 Each Party shall defend, indemnify and hold **the Other Party** harmless from and against all liability, damages, losses, claims, costs, penalties, suits or actions suffered by **the Other Party** arising out of or resulting from, in whole or in part, a default, negligence or wilful misconduct or breach of the terms and conditions of this agreement by the defaulting Party and /or its employees.
- 6.3 Neither Party may exclude or limit its liability if the damages suffered by other Party are caused by fraud or are caused recklessly, knowingly or having reason to know that it would be likely to result in such damage.
- 6.4 Neither party will use the trade name or logo of the other Party without prior written consent the other party to this Agreement.

7. COMMENCEMENT OF THE SERVICES

- 7.1 The Parties agree that the SMSC facility shall commence within 3 (three) working days of execution of this agreement or on a mutually agreed date whichever is earlier.

8. DURATION AND TERMINATION

- 8.1 The terms of this Agreement shall be valid for a period of **one year** from the date of execution of this Agreement and shall continue thereafter unless terminated by the parties.
- 8.2 Either Party shall have the option to terminate this agreement at any time by giving 30 days' notice in writing. In such case, at the end of the contract, both parties calculate the usage of service and settle the payment within 15 days.
- 8.3 In the event any party to this Agreement commits a material breach of any of the provisions of this Agreement, the other Party may, at its option and without prejudice to its other rights and remedies, give the defaulting party 15 days written notice to rectify the breach. In the event the defaulting party fails to rectify/remedy the breach, this Agreement shall, at the option of the non-defaulting Party, stand terminated.
- 8.4 Upon termination of this agreement and upon request from the other party each party shall return any and all information to the other party to this Agreement, to whom such information belongs and shall immediately cease to use the same in any manner.

9. REPRESENTATIONS

- 9.1 Both the Parties to this Agreement represent and warrant to each other that as on the date of this Agreement it has the power to enter into and observe the obligations under this Agreement. The Parties to this Agreement also represent to each other that this Agreement and the transactions contemplated by it, do not contravene any law or regulation of Bhutan.
- 9.2 Both the parties agree to ensure that the service is not in violation of any statutes, rules, directives, and guidelines in force from time to time.
- 9.4 **BT** and severally represent and warrant that this Agreement constitutes a valid and binding obligation severally upon them and enforceable against them severally in accordance with its terms.



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



9.5 Both the parties agree and acknowledge that they shall always, during the existence of the Agreement be bound by and comply with the directions, rules, regulations and notifications issued by various regulatory authorities in Bhutan from time to time.

10. VIRUS PROTECTION

10.1 Both parties shall take adequate care and protection to ensure that the SMS so routed from to SMSC of **BT** or vice-versa (for SMS-pull), are free of all viruses.

11. NON-EXCLUSIVITY

This agreement shall be on a non-exclusive basis, and each Party to this Agreement shall be at liberty to enter into similar arrangements with other organizations during the currency of this agreement.

12. ASSIGNMENT

12.1 Neither Party hereto shall have the right to assign or otherwise transfer, in whole or in part, any of its rights and obligations under this Agreement, and /or any agreement entered into between the Parties hereto under this Agreement, to any person or entity without prior written consent of the other Party hereto, except that either Party may assign this Agreement to an affiliate or to a successor to all or substantially all of the assets or business of such Party.

13. AMENDMENT

13.1 The Parties to this agreement may affect any addition, deletion and or alteration to this Agreement in writing after mutual discussion and agreement.

14. WAIVER

14.1 No waivers by either party of any of their terms hereof or of any breach thereof shall constitute or be deemed to be a waiver of any such terms or if any breach in any other case whether prior or subsequent thereto.

15. RELATIONSHIP

15.1 This Agreement shall not create nor be deemed to create a joint Venture, partnership firm, agency or employer-employee relationship between the Parties hereto and shall be on a principal-to-principal basis.

16. SEVERABILITY

16.1 If any provision of this agreement shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.



འབྲུག་བརྗུན་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



17. FORCE MAJEURE

17.1 Neither of the Party shall be liable for any delay or deficiency in the performance of its obligations if this delay is imputable to force majeure. Following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or other labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fiber or cable cut, expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply or other acts of events that are outside the reasonable control of the concerned party.

18. NOTICE

18.1 Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses may be intimated from time to time.

If made to “Bhutan Telecom Limited”:

Kind Attn: General Manager, Customer Services Division
Thimphu, Bhutan

If made to “.....”:

Kind Attn:

19. CONFIDENTIALITY

19.1 All confidential information owned by one party and disclosed to the other party, will remain solely the property of the disclosing party and confidentiality will be maintained and protected by the other. **BT** and agree to provide all necessary information to each other to enable satisfactory implementation of the Agreement.

19.2 Both Parties hereby undertake that they shall not disclose, divulge or reveal about the said information gained or otherwise acquired by the parties from each other, pursuant to this agreement or by virtue of or as a result of the implementation or performance of the Agreement unless permitted by the disclosing party in writing, to any person, firm, body corporate or authority whatsoever, and shall ensure that the same is kept secret and confidential at all times.

19.3 Both Parties are free to disclose such information to any person in order to comply with any order or discretion of a judicial, quasi-judicial, authority after getting confirmation in writing from the other party. Such confirmation shall not be unreasonably withheld by either party.

19.4 Provided, however, that nothing herein contained shall prevent **BT** or from disclosing or imparting the same to their employees, but only in so far as may be necessary for the satisfactory and proper performance and discharge of their duties and obligations as the case may be hereunder.

19.5 This clause shall survive even after termination of this Agreement



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



20. CO-ORDINATION COMMITTEE

20.1 Each party to this agreement shall appoint a Project Coordinator (one-point contact) from its side for coordinating the activities under this agreement. The Project Coordinator appointed by each party shall have the overall responsibility for providing any clarification required by the other party's Project Coordinator

21. GOVERNING LAW

21.1 This agreement shall be governed by and construed in accordance with the Laws of the Kingdom of Bhutan.

22. DISPUTE RESOLUTION

22.1. If any dispute between the parties arise it shall be settled amicably and in good faith through discussion and negotiations. Disputes shall be forwarded to the court of Law in Thimphu only as a last resort.

23. SUSPENSION FOR NON-PAYMENT

23.1 **Right to Suspend.** BT may suspend SMS service for non-payment for more than 2 months

23.2 **Resumption of Subscription.** BT shall resume providing the services once the client pays all outstanding dues.

23.3 **No Liability during Suspension.** BT will not be liable for any liabilities, claims, or expenses arising out of the suspension of the SMS services.

24. Commercials

SMSC Packages as follows:

I. Corporate Offer

No of SMS	Option I	Charges per additional SMS
	Minimum Payable	
< 10000	Nu. 4000	fixed rate
10001 to 25000	Nu.4000	Nu.0.35
25001 to 50000	Nu.9250	Nu.0.30
50001 to 100000	Nu.16750	Nu.0.25
>100000	Nu.26750	Nu.0.10

II. Mini Offer

No of SMS	Option I	Charges per additional SMS
	Minimum Payable	
<300	Normal rate (0.45/SMS)	



འབྲུག་བརྒྱུད་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



301 to 500	Nu. 135	Nu. 0.44
501 to 3000	Nu. 223	Nu. 0.42
3001 to 5000	Nu. 853	Nu. 0.40
5001 to 7000	Nu. 1653	Nu. 0.38
7001 to 9999	Nu. 2413	Nu. 0.36

1. has chosen**Offer**
for.....service related to:
2. Any price revisions for normal SMS of BT customers, a proportionate rate revision will be negotiated between the parties.
3. Once the package has been subscribed the client shall be billed every month, even if there are no usages. Unless the agreement is terminated as per clause number 8.2



འབྲུག་བརྗུན་འཕྲིན་ཚོང་།

BHUTAN TELECOM LIMITED



IN WITNESS WHEREOF both the parties to the Agreement have signed and sealed on their own, voluntarily and with free consent on the day, month and year first above written in the presence of:

SIGNED on behalf of

Bhutan Telecom Limited

2/28

Drophen Lam

Thimphu Bhutan



Legal Stamp

.....

Name:

Designation: General Manager

Customer Services Division,

Business Department

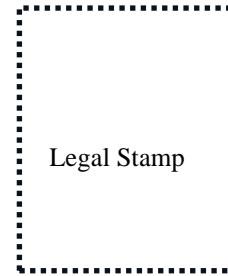
Witness

SIGNED on behalf of

.....

.....

.....



Legal Stamp

.....

Name:

Designation:

Phone#

Witness



Legal Stamp

.....

Name:

Designation:

.....

Name:

Contact #: