



Bangladesh Internet Exchange Trust

Multi - Lateral Peering Agreement (MLPA) for BDIX Members

General Terms and Conditions concerning a connection to the Bangladesh Internet Exchange Trust (BDIX)

This Agreement is executed on this Day of.....Month of Year..... and will expire on..... Day ofMonth of Year..... (Two Years)

Parties

Bangladesh Internet Exchange (BDIX) Trust

With registered office at Firoz Tower (14th Floor), 152/3B Green Road, Panthapath, Dhaka-1205, Bangladesh duly represented in this matter by: Dr. M. Asaduzzaman, General Secretary Hereinafter referred to as “**BDIX**”,.

and

.....
With Registered office at
Duly represented in this matter by:
Hereinafter referred to as “**Member**”.

WHEREAS BDIX is established to be a Neutral Internet Exchange (IX) facilitating the Internet Service Providers (ISP) of Bangladesh to interconnect with each other for efficient routing of domestic traffic.

AND WHEREAS the Member is an ISP duly licensed by the Bangladesh Telecommunication Regulatory Commission (BTRC) to provide Internet services in Bangladesh in accordance with the terms of the ISP License granted to it by BTRC.

The goal of this MLPA is to improve the efficiency of routing and improving the general connectivity of Internet. Both Parties provide services to users of the Internet and each owns a communications network running TCP/IP and other Internet protocols and parties wish to co-operate in areas including IP Traffic exchange, support for interconnection infrastructure and operational co-ordination in order to improve their service to their customers. This agreement is implemented by each party on a best-effort basis and there is no penalty for not respecting the obligations herein, other than the option to terminate this agreement;

NOW the BDIX and MEMBER agrees as follows:

1. Definitions

For the purpose of this agreement the following terms shall have the following meanings:

- 1.1. “**Routing**” means the service that BDIX provides via direct ports which facilitates the route- (and in some cases also traffic-) exchange between participants of the MLPA, based on this MLPA.

1.2. **“Participants”** means all parties, which have signed this MLPA (or an earlier version of it).

1.3. **“ASN”** means Autonomous System Number, which is a globally unique identifier for Autonomous Systems. An Autonomous System (AS) is a group of IP networks having a single clearly defined routing policy, run by one or more network operators.

1.4. **“BGP”** means Border Gateway Protocol which is a protocol for exchanging routing information between gateway hosts (each with its own router) in a network of autonomous systems. The routing table contains a list of known routers, the addresses they can reach, and a cost metric associated with the path to each router so that the best available route is chosen.

1.5 **“CDN”** shall mean Content Delivery Network.

1.6. **“Connection”** means the physical connection of the peering router of ISP to the BDIX shared medium (e.g. LAN switch), which is not allowed to go beyond the premises of the respective Housing Site.

1.7. **“Core Area”** is the Room, cage or otherwise dedicated and separated rack space at the Housing Site where the BDIX equipments (e.g. LAN switch) is located.

1.8. **“Housing Site”** is the Physical location at which the BDIX is present, and where the peering equipments of ISP is located.

1.9. **“ISP”** shall mean an Internet Service Provider, having valid ISP License issued by the Bangladesh Telecommunication Regulatory Commission (BTRC).

1.10 **“Non-ISP”** shall mean CDN provider, Content provider having valid AS Number and permission from BTRC.

1.10. **“Member”** is an ISP as well as a Non-ISP who wants to connect to BDIX and avail of its services under the terms and conditions of this agreement.

1.11. **“Member Equipment”** is any equipment owned by, leased to, or otherwise controlled by a Member, who is here referred to as the 'owner' irrespective of the actual method of control.

1.12. **Transit Services:** The BDIX is not an Internet Service Provider (ISP) itself and it is not intended for the sale of Internet transit services over the peering LAN. The BDIX provides a complementary infrastructure to its members for optimization of nationwide Internet traffic flows only.

1.13. **Peering:** The advertising of routes between Participants and BDIX. The only routing protocol allowed on the peering LAN is BGP4 & BGP6.

Signature:

BDIX _____ Member _____

2. Prerequisites for the connection

2.1. **Internet connectivity:** Each member must have its own global Internet connectivity through other Internet access provider(s) which is independent of BDIX facilities.

2.2. **Autonomous System (AS) Number:** BDIX members are required to use their own properly assigned and documented by a RIR/LIR (Regional or Local Internet Registry) and globally unique AS number for any BGP4 peering session on the BDIX peering LAN.

2.3. **IP Address Space:** All advertised IP address space on any peering session at BDIX has to be globally unique and properly assigned and documented by a RIR/LIR (Regional or Local Internet Registry).

2.4. **BGP enable Devices:** All Routing Devices of the member should be capable of running BGP-4 or above (Border Gateway Protocol Version 4 or above) for peering.

2.5 Non-ISP Member warrants and represents that the member is legally and validly doing his business of rendering services under the prevailing laws and obtained license from the regulatory body properly.

3. Services provided by BDIX to Members:

BDIX shall:

3.1. Arrange required Switch Port as per the demand of the member and provide installation, management & support services to maintain the NIX connectivity for BDIX member.

3.2. The physical structure of BDIX is housed in secure and controlled environment with fire protection systems, smoke detectors, air conditioners, power backup and electrical power facilities in a variety of formats of AC and DC.

3.3. In case of trouble shooting BDIX allows physical access to the Core Area in general only under supervision by authorised personnel during normal working hours. Only in emergency situations supervised access may be granted to individual members also outside working hours.

3.4. provide 24 x 7 watch of the Member equipment.

3.5. Proper function of the BDIX core equipment and shared infrastructure is continually monitored, aiming at seamless operation.

4. Obligations of Members

4.1. The participant is obligated to advertise all its customers' routes to all other MLPA Participants that have signed up as user of the MLPA Routing service there as well, and accept the customer's routes advertised by those other participants;

4.2. If there is a direct transit contract in place between two MLPA Participants, they are exempted

Signature:

BDIX _____ Member _____

from the obligations of this agreement and peering with other connected members is not covered by this agreement. Members are responsible for the conclusion of bilateral peering arrangements.

4.3. The Internet Exchange point where the *MLPA Routing* service is implemented, shall be treated as a common carrier point;

4.4. BDIX is not an ISP and will not provide any Internet connections or Transit services. Members should have full Internet connectivity independent of BDIX facilities.

4.5. BDIX will not assign or provide IP addresses, AS numbers, etc. Peering ISP(s) will make their own arrangements with APNIC for this.

4.6. Member needs to bring its physical connectivity up to BDIX ODF through dedicated leased lines (Fiber Optics Connection preferred) of sufficient capacity. Payments made to Carriers for the leased link will be directly between them and the ISP(s) and BDIX will not be a party to it, except for ensuring technical compatibility.

4.7. Members shall provide their own required equipments (routers, media convertors and cable) to their networks up to BDIX switch.

4.8. BDIX must not be used as the primary connection to the global Internet.

4.9. Peering ISPs will not be allowed to have BDIX facilities as a default route. Further, no ISP should use BDIX to carry traffic between its own two or more routers.

4.10. Make payments to BDIX as per the Financial Schedule as applicable to the Member by the due date. No refund of charges will be made under any circumstances.

4.11. Be solely responsible for all charges (including insurance, maintenance, repairs, configuration, operation etc.) related to the Member Equipment.

4.12. Not hold BDIX responsible for the content of its traffic being transmitted through BDIX network.

4.13. Be solely responsible for the Member's own violation of the conditions of its ISP License issued to it by the Bangladesh Telecommunication Regulatory Commission (BTRC), under which he is authorized to provide Internet Services and connect to BDIX.

4.14. The following contacts shall be appointed in order to represent members in specific matters:

- a) Contractual Contact (official addressee for any legal correspondence) Technical Contact
- b) Billing Contact
- c) Peering Contact
- d) Housing Contact

Signature:

BDIX _____ Member _____

4.15. Member shall not use BDIX Services to carry out any illegal or unauthorized activities. BDIX is not responsible for any illegal activities performed by any members.

4.16. Member accepts full responsibility for its use of the connection that it causes or is likely to cause any damage, or is in any other way harmful to the BDIX infrastructure or to the normal operation, availability or functionality of the BDIX services or to the traffic exchanged thereon.

4.17. To complete the formalities member must submit all copy of updated legal documents like trade license, ISP license etc. along with the agreement.

5. Rules for members

5.1. Exchange of routes will be performed using BGP4 & BGP6;

5.2. Participant agrees to use a AS number of its own for it's route exchange communications;

5.3. The participant agrees that route prefixes (blocks of IP address space) advertised to BDIX under this agreement will be of maximum prefix length of 24 bits;

5.4. The participant agrees that only routes for IP address space that was allocated and registered by a Regional Internet Registry (RIR) to him or his customers and are advertised to each other;

6. Rights of the members

6.1. Participation in this agreement is voluntary;

6.2. Any party has the right to withdraw at any time;

6.3. The participant is entitled to make Bi-Lateral Peering Agreements with MLPA Participants and non-MLPA Participants;

7. Exclusion

7.1. The participant is not obligated to provide transit to other MLPA Participants;

7.2. The participant is not obligated to announce the routes obtained from its Bi-Lateral Peering Agreement partners to the MLPA participants;

7.3. Hosting of hardware connecting to Internet Exchange and the costs thereof, are not covered by this MLPA.

Signature:

BDIX _____ Member _____

8. Establishment Procedure

- 8.1. The potential participant signs this Multi-Lateral Peering Agreement;
- 8.2. The potential participant sends this Multi-Lateral Peering Agreement along with the registration information (application form) in Appendix 1 to BDIX;
- 8.3. The potential participant updates the Internet Routing Registry to reflect the newly signed MLPA;
- 8.4. Will update Status Instance Search Status(as-set) as required;
- 8.5. After successful completion of all formalities connection will be established within 10 days from the date of application

9. Termination

- 9.1. The Member will inform BDIX of termination by written notice;
- 9.2. The Agreement comes into force on the date of its signing by both parties and shall remain in force until its termination.
- 9.3. The Agreement can be terminated at any time by any of the parties by means of a written notice to the other party; in that case this agreement is terminated at the end of the second month, following on the month in which the said written notice was sent.
- 9.4. Bangladesh Internet Exchange Trust (BDIX) reserves the right to update or modify the articles and clauses of these General Terms and Conditions of this MLPA - including Fees, Payment Terms and Appendices - at two months' written notice. Such modifications shall take effect unless members objects in writing and gives termination notice within that period.
- 9.5. BDIX is entitled to suspend, withheld or discontinue the connection, in whole or in part, and/or to require that certain conditions be met before continuation thereof, if:
 - 9.5.1. Member is infringing any Clause/Article of this agreement and has not, within reasonable terms after a written (e-mailed) request from the BDIX operations staff, implemented adequate measures to prevent or repair such infringement;
 - 9.5.2. it is necessary for BDIX to comply with a judicial decision;
 - 9.5.3. it is necessary for installation or maintenance of hardware, software or infrastructure that is used or otherwise relevant for BDIX; such action, of course, has to be preceded by an adequately scheduled notification;
 - 9.5.4. Member is in breach of one or more of its essential obligations under this agreement. Member connects via an unstable or broken Remote Connection to BDIX;
 - 9.5.5. The act of using a "default route" via a MLPA Routing service without full agreement of all parties involved can result in immediate termination of this MLPA;

Signature:

BDIX _____ Member _____

9.6. Member must confirm the final date of termination by email or sending a notice to BDIX administration and must clear all previous dues before the termination being commenced

9.7. Payment must be made within 10 days of the month. A member not paying membership fee consequently for 2 (two) months will be disconnected without any prior notice or intimation.

9.8. If connectivity is suspended by BDIX in breach of any conditions of this agreement or requested by member for the time being and issue is not settled within three months time, connectivity of that member will be disconnected permanently and membership will be cancelled. Suspended member's prefix will not be allowed to declare through other member(s) until the membership is closed officially and issues are not settled.

10. Renewal:

10.1. The Agreement shall remain valid for 02 (two) Years from the Effective Date unless terminated earlier.

10.2. Unless terminated as per the provisions provided in this Agreement, this Agreement needs to be renewed for a further term of 2 years upon expiry of the Agreement Period on the same terms and conditions provided herein.

10.3 At any time, during the validity of this Agreement, both the Parties may mutually agree to modify or amend the existing terms, conditions or requirements of this Agreement as circumstance demand. Any modification or amendment or changes under this Agreement will not be valid unless it is in writing and duly signed by both the parties.

11. Fees:

11.1. Monthly membership fee (port charge) is applicable for all members as set by BTRC and mentioned in the website of BDIX. All Payment should be made by account payee check or online bank transfer to BDIX bank account only. No personal or private cash transaction is acceptable in any phase of payment process. BDIX do not charge any fees for installation and any modification (relocation/ up gradation/ down gradation) of its services.

11.2. For new connectivity, member must attach the payment slip of the first month along with the application form.

11.3. Invoicing is done on a monthly basis unless member chooses for an annual payment method for which a 5% discount applies. Billing starts from the date of commencement of the connectivity.

11.4. Price is excluding VAT and all applicable taxes will be over and above these rates. If member pays VAT from their end the copy of VAT challan (Mushok- 6.3) must be provided to BDIX with the payment.

Signature:

BDIX _____ Member _____

12. Up-gradation/ down gradation:

Member may upgrade or downgrade its connectivity by submitting a separate application before 15 days. Billing for the changed port price will be affective from the first day of the new month. For up-gradation member must submit a separate application form, clear all previous dues (if any) and make one-month advance payment for the expected port along with the application form.

13. Redundant connectivity:

For redundant connectivity a separate form should be filled up and 50% of the regular port charge will be charged to members. For redundant connectivity member must submit a separate application form, clear all previous dues (if any) and make one-month advance payment for the expected port along with the application form. Member may take maximum one redundant connectivity from one of the PoP locations at a time.

14. Reconnection:

For establishment of reconnection member must submit a new application form and clear all previous dues (if any). If member is disconnected more than one time, to establish reconnection management will take decision based on the sufficient satisfactory reasons shown by the member. For reconnection 5% penalty will be applicable with the total due amount.

15. Shifting of Connectivity:

Member may shift its main port connectivity or redundant port connectivity location by submitting a new application form and clear all previous dues (if any).

16. CDN services:

To avail different CDN services offered by BDIX a separate agreement should be signed and a separate tariff model may be applicable for this purpose as per the direction of BTRC. For CDN services member also has to clear all previous dues (if any).

17. Peering Policy of BDIX

BDIX has adopted a multilateral peering policy which is published in the website of BDIX. All Members must agree to accept this policy.

18. Warranties & Representations

Member represents that it possesses a valid License issued by the BTRC to provide Internet Services, a copy of which has to be provided to BDIX along with this Agreement. BDIX represents that it is a Neutral Internet Exchange facilitating the ISPs to interconnect with each other for efficient routing of domestic traffic.

Signature:

BDIX _____ Member _____

19. Non-compliance

Any Violation of the provisions of this agreement including the Payment schedule and technical requirement may result in immediate disconnection from the Services, termination of membership, financial penalties or any other action at the sole discretion of the BDIX Board.

20. Intellectual Property Rights

All logos, trademarks, copyrights and other intellectual property rights remain the property of its respective owners. This Agreement in no way grants any right to a party to use the intellectual property of the other party.

21. No Partnership

Nothing herein shall be taken to constitute a partnership between the Parties or the appointment of one of the Parties as agent for the other.

22. Insurance and Liability

BDIX shall take all precautions to ensure that no damage is caused to the Member Equipments; however, BDIX shall not be liable for any loss or damage, howsoever caused, to the Member Equipment. Member is solely responsible to get its equipment insured.

23. Force Majeure

If performance of either party is prevented because of the occurrence of force majeure or unforeseen circumstances, beyond the reasonable control of the parties, such occurrence shall not constitute a breach of this agreement.

24. Dispute Resolution & Applicable Law

Any disputes arising out of to this agreement shall be resolved through arbitration, conducted in accordance with the provisions of Bangladesh Arbitration Act. The award rendered by the arbitrator shall be final & binding upon the parties.

Signature:

BDIX _____ Member _____

The authorized signatories of the Parties have set their hands on the date mentioned herein-above EXECUTED by the Parties as an Agreement

SIGNED for and on behalf of **Bangladesh Internet Exchange (BDIX) Trust**

Name: _____ Designation: _____

Signature: _____ Date: _____

I / We have carefully read the above-mentioned terms and condition for joining with BDIX and agree to abide by them fully.

SIGNED for and on behalf of

Name: _____ Designation: _____

Signature: _____ Date: _____

Signature: _____
BDIX _____ Member _____



Bangladesh Internet Exchange Trust

First Internet Exchange Point (IXP) of Bangladesh

Firoz Tower (14th Floor), 152/3B Green Road, Panthapath, Dhaka-1205.

Phone: +8801714063309, Email: info@bdix.net

BDIX Membership Application Form (Appendix-1) (For Individual Member)

1. Name of the Organisation: _____

* (Name must be same as mentioned in the trade license and ISP license)

2. Registered Office of the Organisation: _____

Organization Email: _____ Tel: _____ Mobile: _____

Website _____

Administrative Contact Info:

3. Name of the Chief Executive: _____

Designation _____ Mobile: _____ Email: _____

4. Person Designated for Liaison: _____

Designation _____ Mobile: _____ Email: _____

Technical Contact Info:

5. Technical Contact Person: _____

Designation _____ Mobile: _____ Email: _____

Accounts / Billing Contact Info:

6. Account Contact Person Name (Billing Purpose): _____

Designation _____ Mobile: _____ Email: _____

Signature: _____

BDIX _____ Member _____

Technical and other information to connect with BDIX

1. AS Number: _____ 2. IP Block: _____

3. Router Brand: _____ Model: _____

BGP Supported: Yes/No

IPV6 Supported: Yes/No

4. Mode of Connectivity:

Fiber

Radio

UTP

5. Expected Port: 100MB/1GB/10GB _____

6. Type of License and Number: ISP License/Trade License/Other Affiliation _____

7. Probable Date of connectivity. _____

8. NTTN Service Provider:

Summit Communications Ltd.

BTCL

Fiber@Home

Others

Peering Location: Main Node at Panthapath

PoP at Gulshan

Others

Billing Information

1. Billing Name _____

* *(Invoice will be prepared and money receipt will be issued to this name)*2. Billing Address _____

3. Mode of Payment: A/C Payee Cheque

Online Payment (preferable)

Terms & Condition:

Monthly membership fee (port charge): member will pay monthly port charge as set by BTRC and mentioned in the website of BDIX. Payment should be made by account payee check or online bank transfer to BDIX bank account only. No personal or private cash transaction is acceptable in any phase of payment process.

Signature: _____

BDIX _____ Member _____

New connectivity: member must attach the payment slip of the first month along with the application form. Invoicing is done on a monthly basis and for an annual payment method a 5% discount applies. Billing starts from the date of commencement of the connectivity. Payment must be made within 10 days of the month. In case of failure of membership fee consequently for 2 (two) months member will be disconnected without any prior notice or intimation.

VAT & TAX: All price is excluding VAT and all applicable taxes will be over and above these rates. If member pays VAT from their end the copy of VAT challan (Mushok- 6.3) must be provided to BDIX with the payment.

Up-gradation/ down gradation: member will submit the up-gradation form 15 days before commencement of the work. Billing for the changed port will be affective from the first day of the new month. For up-gradation member must clear all previous dues (if any) and make one-month advance payment for the expected port along with the application form.

Redundant connectivity: member will submit the redundant connectivity form 15 days before commencement of the work. Billing for the redundant port will be affective from the first day of the new month. Member must clear all previous dues (if any) and make one-month advance payment for the expected port along with the application form. Member may take maximum one redundant connectivity from one of the PoP locations at a time. 50% of the regular port charge will be charged to members.

Reconnection: For establishment of reconnection member must submit a new application form and clear all previous dues (if any). For reconnection 5% penalty will be applicable with the total due amount.

I / We have carefully read the above-mentioned terms and condition for joining with BDIX and agree to pay the tariff applicable for us and abide by all terms and conditions mentioned in the peering agreement and application form fully.

SIGNED for and on behalf of

Name: _____ Designation: _____

Signature: _____ Date: _____

Signature: _____
BDIX _____ Member _____

Appendix-2

Note: **Please attach the following documents with the application:**

1. Copy of ISP License issued by BTRC
2. Copy of Trade License
3. Copy of BIN Certificate
4. Copy of TIN Certificate
5. Copy of NID Card of Owner/ Proprietor / CEO/ COO
6. For non-ISP services (CDN/VAS) copy of permission received from BTRC

Banking Details of BDIX:

Payment Options:

1. Payment through Bank:

Account Name: **Bangladesh Internet Exchange Trust**

Account Number: **2141311003531**

Bank Name: **Prime Bank Limited**

Branch: **Panthapath, Dhaka**

2. Payment through bKash:

BDIX bKash Merchant Account Number: **015 5823 0235**

* To know more about payment method Pl. Visit the following URL: <http://www.bdix.net/payment/>

For further queries please contact:

<u>For Connectivity Issues:</u>		<u>For Billing and Accounts:</u>	
Md. Selim Reza Sr. Executive Marketing and Network Administration	Uzzal Chandra Das Sr. Executive System and NOC	Soumik Ghosh Sr. Executive (Accounts Section)	Md. Sazzadul Islam Sr. Executive (Billing Section)
Cell: +8801714063309 Email: info@bdix.net, marketing@bdix.net	Cell: +8801714044236 Email: uzzal@bdix.net, noc@bdix.net	Cell : +8801714-063303. Email : accounts@bdix.net	Cell : +8801714-063303. Email : billing@bdix.net

Signature: _____

BDIX _____ Member _____

For BDIX Use only

After evaluating the application and as the applicant agreed to abide by all terms and conditions proposed by BDIX, the above application is recommended for approval.

Recommended by: (Accounts/Billing): _____ Designation _____

(Signature) _____ Date: _____

Recommended by: (Technical): _____ Designation _____

(Signature) _____ Date: _____

Recommended by: (Treasurer, BDIX)

(Signature) _____ Date: _____

Approved by: (General Secretary, BDIX)

(Signature) _____ Date: _____