



AT&T Global Hubbing Internet Access Service Provider Agreement

CUSTOMER Name (Full Legal Name): MIR TELECOM ("CUSTOMER")	AT&T Corp., a New York corporation ("AT&T")	AT&T Sales Representative:
CUSTOMER Name (and Title) for Notice: Mir Nasir Hossain, Partner- In- Charge	AT&T Name (and Title) for Notice: Adrienne P. Scott, VP - Global Service Provider Management	AT&T Contact Telephone Number:
CUSTOMER Address: Red Crescent Borak Tower, Level-7, 71-72 Old Elephant Road, Eskaton Garden	AT&T Address: 340 MT KEMBLE AVE PO BOX 1923	
City Dhaka State/Province	City Morristown State/Province NJ	
Country Bangladesh Postal Code 1000	Country United States Postal Code 07962	
CUSTOMER Fax number for Notice: +88 02 9354793	AT&T Fax number for Notice: (973) 326-4278	
CUSTOMER e-mail for Notice: mirnasirhossain@mirtelecom- bd.net	AT&T e-mail for Notice: adrienne.scott@att.com	

This AT&T Global Hubbing Internet Access Service Provider Agreement (the "Agreement") consists of this Cover Sheet and the documents listed in the Table of Documents below. In the event of any inconsistency, precedence will be given to the documents in the following order: (1) this Cover Sheet; (2) the AT&T GHIA Service Attachment, and (3) the General Terms and Conditions (accessible at http://www.business.att.com/content/productbrochures/w_GHIA_Support_Docs.doc). In the event of any inconsistency between this Agreement and the AT&T GHIA Service Description, the terms of this Agreement shall prevail.

This Agreement shall be legally binding when signed by both parties (the "Effective Date") and shall continue in effect until the end of the term specified in the AT&T GHIA Service Attachment, or until otherwise terminated pursuant to this Agreement.

Title	Doc. ID	Version/Time Stamp
General Terms and Conditions	GHIA GTC011507.DOC	2/21/2007 12:58PM
AT&T GHIA Service Attachment	GHIA ATT071907.DOC	7/19/2007 2:00PM

AGREED:

MIR TELECOM

By:

(Authorized CUSTOMER Signature)

Mir Zahir Hossain, Managing Partner

(Typed or Printed Name and Title)

Date: 27th Aug '2008

AGREED:

AT&T Corp.

By:

(Authorized AT&T Signature)

Adrienne P. Scott, Vice President -
Global Service Provider Management
(Typed or Printed Name and Title)

AT&T Operations, Inc. as authorized agent of
AT&T Corp.

Date:

AT&T and Customer Confidential Information

This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

7/19/2007 2:00PM

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AT&T Global Hubbing Internet Access Service Terms and Pricing Attachment

CUSTOMER Name (Full Legal Name): Mir Telecom

Date of execution of Agreement: 27th Aug'08 (by CUSTOMER)
(by AT&T)

1. Services Provided. AT&T will provide **AT&T Global Hubbing Internet Access (GHIA) Service** ("Service") as described in the AT&T GHIA Service Description posted on the following website:
http://www.business.att.com/content/productbrochures/w_GHIA_Support_Docs.doc as amended by AT&T from time to time; pursuant to this Attachment; including the current Rate Schedule; and pursuant to the terms of the Agreement.

2. Service Term.

Service shall be provided under this Attachment beginning on the Service Activation Date and will continue for an Initial Term of one (1) year. Service shall continue on a month-to-month basis thereafter unless sooner terminated in accordance with the Agreement.

3. Rates and Charges. CUSTOMER shall pay for Service in accordance with the Rate Schedule currently in effect as posted on the GHIA website, except that Unauthorized Traffic will be charged at the current rate in the Service Description for same.

4. Promotions, Credits and Waivers. No promotions or waivers apply.

5. Financial Conditions

5.1 Minimum Usage Fee

☐ US\$, due within 15 days of the Effective Date by electronic transfer to the account specified by AT&T; to be refunded in accordance with the Service Description .

☒ Waived.

5.2 Initial Usage Limit US\$

5.3 Minimum Cash Prepayment

☒ As a condition of Service deployment, CUSTOMER agrees to maintain during the term a "Minimum Cash Prepayment" of US\$30,000 which shall be in the form of cash deposited in an account specified by AT&T and/or will be from payments withheld by AT&T (and not made to CUSTOMER) in keeping with the terms of Section 7.2 of that certain Global IP Call Termination

Agreement between AT&T and CUSTOMER dated 27th August, 2008.

☐ None.

5.4 Initial Credit Guarantee

☐ US\$ (proof of issuance of **Bank Guarantee** or **Cash Guarantee** to be provided within 10 days of the Effective Date)

☒ None.

6. Billing and Payment. Payment is due within thirty (30) days of the invoice date.

AT&T will immediately deduct invoiced amounts from the CUSTOMER's Cash Prepayment; CUSTOMER must replenish or increase Cash Prepayment as specified in the Service Description.

6.1 Bill cycle:

☒ Monthly (once per calendar month)

☐ Semi-monthly (twice per calendar month)

6.2 AT&T Banking Detail for Remittance

All payments are to be remitted by wire transfer to:

JP Morgan Chase Bank
One Chase Manhattan Plaza,
New York, New York 10081
AT&T 304-616354
USD 021000021

7. Termination. Either Party may terminate this Attachment

7.1. At any time after the expiration of the Initial Term upon 30 (thirty) days written notice; or

7.2 immediately upon written notice at any time if the other Party defaults in its performance or breaches its obligations hereunder.

AT&T and Customer Confidential Information

This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

7/19/2007 2:00 PM

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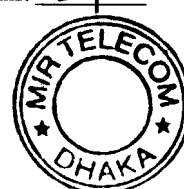


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GLOBAL IP CALL TERMINATION AGREEMENT

This Global IP Call Termination Agreement ("Agreement") is entered into by and between Mir Telecom on behalf of itself and its affiliated companies (collectively "COMPANY"), and AT&T Corp. ("AT&T" or "Purchaser"), as of 27th August 2008 ("Effective Date"). (COMPANY or Purchaser may also be referred to individually as a "Party" or collectively as "Parties".)

1. **Scope.** COMPANY shall sell to Purchaser global IP call termination capability for Voice Over the Internet Protocol (VOIP) Traffic (hereinafter "Services") on the terms and conditions set forth in this Agreement and for the price specified in Exhibit A (attached), when and if Purchaser submits an order for such Services. COMPANY represents that any Services provided under this Agreement are COMPANY'S own Services or those acquired from a third party but not from Purchaser.
2. **Definitions.** The following terms shall have the meanings set forth below:
 - 2.1 **Affiliate** shall mean any entity that is a holding company of a Party, a subsidiary of a Party or a subsidiary of a holding company of a Party, an entity in which any of the above has a controlling interest, an entity which has a controlling interest in any of the above, or an entity under common control of a Party.
 - 2.2 **VOIP Traffic** shall mean international VOIP voice, fax or data communications or any other IP application provided under this Agreement.
 - 2.3 **Change in Control** means the direct or indirect acquisition of 50% or more of the outstanding voting shares of the affected party, or the acquisition of the ability, by contract or otherwise, to direct or control the management of the affected party.
 - 2.4 **"Conversation Time"**, shall have the meaning specified in Article 1.2.2 of ITU Recommendation D.150, that is: the interval that elapses between (a) the moment when the reply condition (answer signal in the backward direction) is detected at the point where the recording of the call duration takes place, and (b) the moment when the clear forward condition (clear forward signal) is detected at the same point.
 - 2.5 **"Conversation Minutes"**, are calculated as follows for each terminating country: an arithmetic total of seconds of Conversation Time for all calls to that country during a given settlement month is computed, and that total is then converted from seconds to minutes, rounding up any remaining fractional minute to the next whole minute.
 - 2.6 **Purchaser's Marks** means the names, trademarks, service marks, logos or other insignia of Purchaser and its Affiliates throughout the world.



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3. Term. This Agreement shall be in effect for twelve months from the Effective Date (the "Term"), and shall continue for successive twelve-month Terms unless either party provides notice of intent not to renew at least thirty (30) days prior to the anniversary of the start of the last Term.
4. Interconnection to Services.
 - 4.1 COMPANY will at its own expense obtain circuits and IP transit service as required to deliver Services to Purchaser via the Internet. Purchaser will provide all necessary information to support such interconnection.
 - 4.2 COMPANY shall provide Purchaser all necessary access to and security permissions and information required to monitor and evaluate the performance of COMPANY'S network, including but not limited to the capability to ping COMPANY'S equipment and routes associated with provision of Services.
5. Termination.
 - 5.1 This Attachment may be terminated as follows:
 - 5.1.1 By Purchaser (a) immediately upon notice, in the event that COMPANY (i) undergoes a Change in Control, or (ii) uses any of Purchaser's Marks without prior written consent or otherwise infringes such Marks, or (b) upon thirty (30) days' notice for convenience.
 - 5.1.2 By either Party (a) immediately, if the other Party ceases normal operations or becomes Insolvent; (b) on 10 days' notice, if Services does not occur within 3 months of the Effective Date; (c) on 15 days' notice, if the other Party is affected for 30 consecutive days by Force Majeure, or (d) on 30 days' notice for material breach, upon notice describing the breach in reasonable detail, subject to cure by within such 30 days.
6. Netting. Purchaser may, in its sole discretion, net against and/or set-off amounts payable by Purchaser or a Purchaser affiliate to COMPANY or a COMPANY affiliate against any unpaid balance for any services payable by COMPANY or a COMPANY affiliate to Purchaser or a Purchaser affiliate. This provision applies to both amounts presently due and amounts that may become due.
7. Invoice.
 - 7.1 COMPANY shall deliver to Purchaser monthly both a signed paper invoice and signed electronic invoice setting forth charges for the previous month in accordance with Exhibit B. An invoice shall include, without limitation, the following summary information, presented in columns: actual Conversation Minutes; chargeable Conversation Minutes; country of termination; price per Conversation Minute; price effective date; price end date (if applicable); calls per country of termination; and the charges for the service month for each country.



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Electronic Call Detail Records (CDRs) shall be provided with the invoice. The CDRs shall include, without limitation, the following, in order: invoice number; destination number; call start time; actual call duration in seconds; chargeable call duration in seconds; call charges; call charging interval; price used to rate the call; origination gateway IP address; and termination gateway IP address. Greenwich Mean Time (GMT) shall be used as the time zone of the invoice and in the CDRs. Charges shall be calculated based on chargeable call durations, with a minimum billing period of one second. COMPANY shall provide an invoice to Purchaser as soon as practicable after the close of the month in which the Services were provided, but in no event later than sixty (60) days thereafter.

- 7.2 AT&T shall make payment to COMPANY within thirty (30) days from the date that the invoice was received by AT&T (the "DUE DATE"); provided, however, that (a) following the execution by COMPANY and AT&T Corp. of a Global Hubbing IP Access Service Agreement, in the form of an AT&T Global Hubbing Internet Access Service Provider Agreement and a related Global Hubbing Internet Access Service Terms and Pricing Attachment (the "GHIA Agreement"), AT&T may (at any time and from time to time) withhold a balance of up to \$ in payments otherwise due under the terms of this Agreement as a substitution for the COMPANY's obligation to maintain a "Minimum Cash Prepayment" of \$ under the terms of the GHIA Agreement, and (b) until such time as COMPANY provides the full Minimum Cash Prepayment amount due in the manner specified in Sections 5.3 of the GHIA Agreement, AT&T may treat the withheld \$ as the Minimum Cash Prepayment under the GHIA Agreement and exercise such rights against the withheld \$ as AT&T would have against any part of the Minimum Cash Prepayment, and (c) in the event that AT&T applies some or all of the withheld \$ in satisfaction of COMPANY's payment obligations to AT&T Corp. under the GHIA Agreement, (i) AT&T's obligation to pay said sum to COMPANY under the terms of this agreement shall be forgiven, and the sum shall be deemed to have been paid, and (ii) AT&T may withhold additional sums otherwise due under this Agreement in order to increase the then-total amount being withheld to \$; and further provided that (d) once COMPANY provides the full Minimum Cash Prepayment required by the terms of the GHIA Agreement in the manner specified in Section 5.3 thereof, the then currently withheld \$ (less any portion thereof, or other funds that were applied under subsection (c) above) shall then be due and payable as provided in Section 7.1 above, and AT&T (subject to the netting provisions of this Agreement) shall pay all (or the remaining portion) of the then withheld \$ to COMPANY in satisfaction of outstanding invoice payments, when due. All payment shall be made by electronic transfer to the bank account designated by the COMPANY as stated in the invoice. The Parties agree that no late fee or other charges shall apply solely by reason of non-payment within any such 15 day period.
- 7.3 A dispute shall be raised within sixty (60) days after the receipt of the invoice. The Parties shall compare the data from their respective CDRs and attempt to resolve any discrepancies in good faith. Amounts determined to be billed in error



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will be credited against next month's invoice or via a credit note, or refunded to Purchaser at Purchaser's option. No late charges or interest shall apply pending resolution of a dispute raised in accordance with this paragraph.

8. Prices. COMPANY shall charge Purchaser for the Services provided hereunder as specified in Exhibit A. COMPANY shall revise its traffic termination rate by electronic mail on seven (7) days' prior notice for a rate increase, or 24 hours for a rate decrease unless otherwise agreed.

9. Discontinuance of Routes.

A Purchaser may discontinue a route at any time. COMPANY may discontinue a route upon seven (7) days' advance notice.

10. Taxes. COMPANY shall pay all taxes, duties, levies, and other similar charges owed as a result of the sale, transfer of ownership, installation, license, use or provision of the Services and which are required to be collected under applicable law. Purchaser shall not pay any taxes, duties, levies, fees or other charges. If non-US income taxes are required to be withheld on any amount to be paid by Purchaser to COMPANY, Purchaser shall deduct them from the amount owed and pay them to the appropriate taxing authority, but shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable Tax Convention. At COMPANY'S written request, Purchaser shall provide to COMPANY such evidence as may be required by U.S. taxing authorities to establish that such tax has been paid so that COMPANY may claim any applicable credit.

11. Maintenance. COMPANY shall maintain in efficient working order at its expense the transmission system (including necessary back-up systems) required to furnish the Services provided hereunder. COMPANY shall notify Purchaser at least two (2) weeks prior to any planned service outage required for testing and maintenance purposes, except for emergency outage situations, of which COMPANY will notify Purchaser as soon as possible. COMPANY shall make every effort to minimize impact of such outages to Purchaser, and shall use commercially reasonable efforts to provide Purchaser with alternative routing.

12. Limitation of Liability. EACH PARTY'S LIABILITY TO THE OTHER, IF ANY, IS LIMITED TO PROVEN DIRECT DAMAGES. NEITHER PARTY, ITS PARENT, OR ANY AFFILIATE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, AMONG OTHER THINGS, LOST PROFITS OR REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND) OR OTHERWISE; AND REGARDLESS OF WHETHER A PARTY HAS BEEN



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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES WERE FORESEEABLE.

13. No Agency. Neither Party is authorized to act as an agent for, or legal representative of, the other Party and neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.
14. Force Majeure. Neither party nor its Affiliates or subcontractors shall be liable to the other party for any delay, failure in performance, loss or damage due to force majeure conditions such as fire, explosion, power blackout, earthquake, volcanic action, flood, hurricane, the elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of other providers, acts of regulatory or governmental agencies, or other causes beyond their reasonable control.
15. No Waiver. The failure of a party to enforce any right under this Agreement at any particular point in time shall not constitute a continuing waiver of any such right with respect to the remaining term of this Agreement, or the waiver of any other right under this Agreement.
16. Binding Effect, Non-Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party shall sell, assign or transfer this Agreement or any right or interest under this Agreement nor delegate any work or obligation to be performed under this Agreement (an "assignment"), without the other Party's prior written consent except that Purchaser may assign this Agreement to an Affiliate or subsidiary. Any attempted assignment in contravention of this provision shall be void and ineffective.
17. Change in Control. Either Party shall provide written notice to the other Party of any Change in Control of the notifying Party.
18. Amendment. This Agreement may be amended only by a writing executed by both parties. No modification or amendment hereto shall be effected by the acknowledgment or acceptance by either party of any purchase order, sales acknowledgment or other similar form from the other Party.
19. Entire Agreement. This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with respect to Services. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services, or the rights and obligations relating to the Services.
20. Third Party Beneficiaries. This Agreement does not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.



21. Governing Law. This Agreement shall be governed by the laws of the State of New York excluding its choice of law rules.

22. Dispute Resolution.

22.1 Any controversy, dispute, claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration in New York, New York in accordance with the American Arbitration Association Rules as presently in force.

22.2 The arbitration shall be conducted by a single neutral arbitrator who shall be familiar with New York law and the telecommunications business. The arbitrator shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify the terms of this Agreement. The Arbitrator shall not have the authority to award punitive or other non-compensatory damages to either Party. The arbitrators shall not have a power to award any damages in excess of the limits set forth in the Limitation of Liability section of this Agreement. Any award of the arbitrator shall be in writing and shall state the detailed reasons for the award. Each Party shall bear its own arbitration costs and expenses. The arbitrator shall have no power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing. The parties, their representatives, other participants and arbitrator shall hold the existence, content and results of arbitration in confidence. The language of the arbitration shall be English.

23. Confidential Information.

23.1 Confidential Information Defined. "Confidential Information" consists of the following: all information (including information of an Affiliate) disclosed by one party or its agent or representative (the "Disclosing Party") to the other party or its agent or representative (the "Receiving Party") in connection with this Agreement regarding the telecommunications needs of CUSTOMER and/or the telecommunications offerings of AT&T, to the extent that (a) for information disclosed in written, graphic or other tangible form, it is designated by appropriate markings to be confidential or proprietary or (b) for information disclosed orally, it is both identified as proprietary or confidential at the time of disclosure and summarized in a writing so marked within 15 business days following the oral disclosure. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the parties, a Party's traffic volume/distribution, and the identity of its End Users shall be Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. This Agreement is Confidential Information as to which each party is both a Disclosing Party and a Receiving Party. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the



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Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information.

- 23.2 **Confidentiality Obligations.** A Receiving Party shall hold all Confidential Information in confidence from the time of disclosure until at least 3 years following its disclosure (except with respect to Software, which shall be held in confidence indefinitely). During that period, the Receiving Party: (a) shall use and transmit between countries such Confidential Information only for the purposes of performing this Agreement and using the Services; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to Affiliates, employees, agents and contractors that have a need to know for such purposes; (d) shall advise those employees of the obligations of this Agreement; (e) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. No license to intellectual property is granted by the disclosure of Confidential Information hereunder.



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- 24 **Notices.** All notices under this Agreement, shall be in writing and shall be deemed to have been duly delivered when delivered in person, three (3) days after being mailed by registered or certified post (postage pre-paid) or when sent by e-mail or facsimile to at an e-mail address or fax number provided by the parties. Notice shall be addressed to the following:

To COMPANY: Red Crescent Borak Tower,
Level-7, 71-72 Old
Elephant Road,
Eskaton Garden
Dhaka- 1000
Bangladesh

To Purchaser: Adrienne P. Scott
VP – Global Service Provider Management
AT&T Corp.
340 Mt Kemble Avenue
Morristown, NJ 07962
Email : adrienne.scott@att.com
Fax : +1.973.326.4278

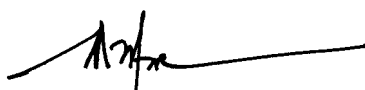
- 25 **Survival of Obligations.** The Parties rights and obligations which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives by their signatures set forth below.

AT&T Corp.

Mir Telecom

(Authorized Agent or Representative for AT&T)



(Authorized COMPANY Signature)

Name: Adrienne P. Scott

Name: Mir Zahir Hossain

Title: VP – Global Service Provider
Management
AT&T Operations, Inc.

Title: Managing Partner

Date: _____

Date: 27th Aug'08



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EXHIBIT A

Rates are in United States Dollars.

Charging interval will be defaulted to (1) one-second minimum and (1) one-second incremental unless otherwise agreed by AT&T in writing.

Country Name	City Area	Dial Codes	Rate per min	Effective date



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EXHIBIT B

INVOICE INFORMATION/DIRECTIONS

1. On the summary of the invoice, a column of "prefix codes" of destination is required if more than one price is charged in the same country.
2. The company name used to issue the invoice must be the same as the COMPANY legal entity that has signed the Agreement.
3. Invoice must be clearly printed in English (i.e. handwriting or no English description is not acceptable).
4. Invoice must be issued to AT&T Corp.
5. The banking information of COMPANY should include at least the following items:
 - Bank name
 - Bank address
 - Account name (i.e. beneficiary's name) i.e. the COMPANY legal entity that has signed the Agreement
 - Account number
 - SWIFT code or ABA number
6. One invoice should cover one billing period only, not multiple periods, except for billing adjustments or credits.
7. On the invoice, it should state "Please treat this invoice as the official and original copy. Hard copy to follow by post-mail." An electronic copy of the invoice should be emailed to Customer Care (eHubbing@att.com) or designated email address with hard copy to follow by post-mail.

Initials: 

