



NIXA Connection Agreement

Between

Ministry of Communication and IT

And

Afghan Wireless Communication Company

16/06/2021



This Agreement is executed on this 16th day of June 2021

By and between

Afghan Wireless Communication Company, a Company incorporated under the provisions of the Laws of Afghanistan, with Registered Office at Bayat Media Center, Darulaman Rd, Kabul, Afghanistan.
hereinafter referred to as "Member"

And

National Internet Exchange of Afghanistan, MCIT/ Information Systems and Security Directorate, Kabul, *hereinafter referred to as "NIXA"*

WHEREAS NIXA is established to be a neutral Internet Exchange facilitating the ISPs, Telecommunications Providers, Content Providers and other eligible Providers & Organisations to interconnect with each other for efficient routing of Internet traffic and improving Quality of Services.

AND WHEREAS the Member is an ISP or a Telecom Service Provider or a Content Provider and any other Service Provider, duly licensed, registered or authorized by the Government of Afghanistan ("Government") to provide such services in Afghanistan in accordance with the terms granted to it.

NOW the Member and NIXA agree as follows:

1. Definitions

"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.


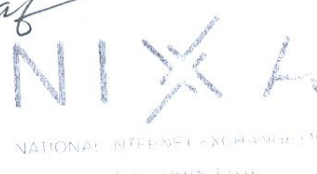
"BGP" means Border Gateway Protocol which is a protocol for exchanging routing information between gateway hosts (each with its own router) in a network of autonomous systems. BGP is often the protocol used between gateway hosts on the Internet. The routing table contains a list of known routers, the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

"Connection" means the physical connection of the peering router of the Member to the NIXA shared medium (e.g. LAN switch), which is not allowed to go beyond the premises of the respective Housing Site.

"Core Area" is the Room, cage or otherwise dedicated and separated rack space at the Housing Site where the NIXA equipment's (e.g. LAN switch, Routers, etc.) is located.

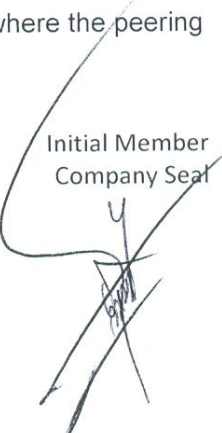
"Housing Site" is the Physical location at which the NIXA is present, and where the peering router of ISP is located.

Initials
NIXA Seal



Initial Member
Company Seal





15. Relationship

The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture between the parties.

16. 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.

17. Indemnity

The Parties to this Agreement shall indemnify and hold each other harmless from and against all direct, indirect, incidental or consequential liabilities, demands, losses, costs and actual expenses suffered or incurred by or awarded against either Party in consequence of or arising out of any actions of the other Party that is in breach of its obligations, warranties, representations under this agreement or are otherwise in violation of the existing laws.

18. Dispute Resolution & Applicable Law

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

The venue of arbitration shall be Kabul and for all legal proceedings pertaining to the terms and conditions enshrined in the Agreement, the jurisdiction shall be the Courts of Kabul, Afghanistan. The cost of arbitration shall be borne by the losing party. ICC rules shall be applicable and competent court having jurisdiction over the losing party shall recognise and enforce the award made by the Tribunal.

The authorized signatories of the Parties have set their hands on the date mentioned herein above.

<u>For NIXA</u>		<u>For the Member</u>	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	16-06-21

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