

**CONTRACT №AAB201 / _____
on the Provision of Internet Services**

_____ 201__

City of Tashkent

'Amaliy Aloqalar Biznesi' Ltd., hereinafter referred to as the Provider, represented by its Director General Mr. Sh. M. Akhundjanov, acting on the basis of its Charter and Licence AA №0001792 of December 5, 2006, on the one side, and

_____,
hereinafter referred to as the Subscriber, represented by _____,
acting on the basis of _____ on the other side, have entered into the present Agreement on the following:

1. Subject of the Contract

The Subscriber entrusts, and the Provider assumes the following obligations in providing work and services:

- 1.1. The Provider shall provide the Subscriber with paid Internet services in accordance with the present Contract, the Price List (Annex №1), the 'Procedure for Preparation and Dissemination of Information Resources of the Republic of Uzbekistan through Data Transmission Networks and the Internet', and the 'Rules of Access to and Use of the National Data Transmission Network by Providers and Subscribers', approved by Decree №137 of the Cabinet of Ministers of the Republic of Uzbekistan of March 26, 1999, hereinafter referred to as the Regulatory Documents.
- 1.2. The Price List is the Provider's official document and an inalienable part of the present Contract. The Price List is available on the Provider's WWW-server and in teleconferences.

2. Terms and Conditions of the Contract

2.1. The Provider shall:

- 2.1.1. Provide the Subscriber with the Internet services in accordance with the applicable Price List, provided the Subscriber observes the terms and conditions of the present Contract and the Regulatory Documents;
- 2.1.2. Make public all amendments to the Price List at least 20 days before their effectiveness, as set out in paragraph 1.2.

2.2. The Subscriber shall:

- 2.2.1. Use access to the Internet strictly in compliance with the present Contract and the Regulatory Documents;
- 2.2.2. If requesting installation and/or regulation of its software and/or hardware, provide the Provider with serviceable hardware (a PC and a modem), complete with documentation, and a Public Switched Telephone Line;
- 2.2.3. Follow the Provider's instructions in operating the software;
- 2.2.4. Reimburse the Provider's additional expenses if the Provider has to travel outside the city of Tashkent for installing software or troubleshooting;
- 2.2.5. Secure protection of identification codes and passwords made known to him/her by the Provider against any unauthorised dissemination. In the event of any failure on the part of the Subscriber to secure the confidentiality of the above-mentioned information the Subscriber shall, without delay, inform the Provider in order to change the identification parameters. The Provider is not liable to any possible damage inflicted on the Subscriber by any third party;
- 2.2.6. Pay for the Provider's services in time.

2.3. The Subscriber may not:

- 2.3.1. Disseminate via the Internet any information containing calls for a forced change of the constitutional system, propaganda of war, violence and pornography, instigation of religious and national discord, information detrimental to human honour and dignity or any other information forbidden by the applicable legislation of the Republic of Uzbekistan.
- 2.3.2. Use his/her right of working in the Internet for gaining an unsanctioned access to and damaging the Provider's and other Subscribers' computers as well as other networks that may be accessed through the Internet.

3. Procedure of Connecting a Subscriber to the Internet

- 3.1. The Subscriber shall fill in an Application for Internet services. The Provider shall issue an invoice on his/her connection to the Internet and an advance payment. The Provider shall connect the Subscriber to the Internet only upon payment by the Subscriber of the full cost of his/her connection and advance payment.
- 3.2. The Provider shall install and adjust the software required for working in the Internet within 5 (five) banking days of the date of payment of the cost of connection by the Subscriber.
- 3.3. In the event that the Provider deems the Subscriber's connection to the Internet impossible for technical reasons or reasons outside of its control, the Parties shall draw up an Act on the impossibility of the Subscriber's connection indicating reasons and the amount of the work done.

4. Cost of Services and Settlement Procedure

- 4.1. The Subscriber shall pay for the services provided under the present Contract on the basis of the applicable Price List.
- 4.2. Prices on services are set out in the Price List in either Soums or US Dollars, and payment for the services is effected in the currency set out in the Price List. If prices are set out in US Dollars, payment for services in the territory of the Republic of Uzbekistan is effected in Soums. The Soums are converted into US Dollars and vice versa at the official exchange rate established by the Central Bank of the Republic of Uzbekistan on the day of payment.
- 4.3. Accounts of the amount of the services provided are kept and the timeliness of payment is controlled by the Provider's Automatic Accounting System. A Personal Account is opened for each Subscriber in the Provider's Accounting System, to which all information concerning the amount of the services rendered by the Provider and all payments made by the Subscriber is entered. Each Personal Account is given a Registration Name to which the Subscriber shall refer when paying for the Provider's services and turning to the Provider's Subscribers' Unit. The Provider shall be responsible for the information contained in the Subscriber's Personal Account. A Subscriber may keep track of his/her Personal Account through e-mail and WWW interface (detailed instructions on access to the Subscriber's Personal Account is available from the Provider's official WWW server at <http://www.bcc.uz/>). Personal Account data provide a basis for financial settlements between the Subscriber and the Provider.
- 4.4. All Provider's services require a 100% advance payment. A Subscriber shall keep track of his/her Personal Account himself/herself, and make advance payments for services as necessary. The Provider shall issue an invoice for advance payment at the Subscriber's request.
- 4.5. The Provider may terminate the provision of services to a Subscriber if no funds are left on the Subscriber's Personal Account. The Subscriber resumes services only upon full payment of the arrears and a minimum advance payment.
- 4.6. The Provider shall issue an invoice for the services rendered to the Subscriber for a full calendar month on a monthly basis. If a Subscriber makes no claims to the invoice in writing within 5 (five) banking days of the date of its dispatch to the Subscriber, it shall be deemed that

the Subscriber agrees with the amount of the services provided indicated in the invoice. The Provider shall accept no claims against the invoice upon expiry of the five-day period.

- 4.7. The Subscriber shall pay any arrears for the services rendered within 3 (three) banking days.
- 4.8. Payment shall be deemed effected the moment it arrives at the Provider's settlement account. When making the payment, the Subscriber shall indicate the Contract number and his/her Registration Name in the Provider's Accounting System.
- 4.9. The Subscriber shall be responsible for the correctness of payments made by him/her. In the event of any change in the Provider's banking requisites the Provider shall inform the Subscriber to the effect via the e-mail within 3 days of change, after which time the Subscriber shall bear responsibility for any payments made to the outdated requisites.
- 4.10. The Subscriber shall pay for all services of communication entities (or similar services of any other entities) in establishing connection with the Provider's Unit.

5. Liabilities of the Parties

- 5.1. The Provider is not liable for the content of any information received or transmitted by the Subscriber via the Internet. The Subscriber is liable for the content of the information transmitted by him/her or by another person under his/her network requisites via the Internet, as well as for its reliability, freedom of claims by any third parties and legality of its dissemination.
- 5.2. When using Internet services the Subscriber shall be liable for any damages caused by him/her (personally or by another person using his/her network requisites) to individuals or their property, legal entities of the State as well as to the society's moral principles.
- 5.3. The Provider may terminate provision of its services to a Subscriber upon a 10-day advance notification in the following cases:
 - Dissemination of information detrimental honour and dignity of other Subscribers and personnel operating computer networks;
 - Any acts on the part of the Subscriber contradicting applicable legislation of the Republic of Uzbekistan;
 - Attempts to get an unauthorised access to Internet computers using the Subscriber's requisites;
 - Unauthorised use by the Subscriber of any range of IP addresses;
 - Mass dissemination via the network of any materials not requested by the addressees apart from tele-conferences corresponding to these materials;
 - Infringement on the copyright on the information provided in the network;
 - Deliberate damage to any parties;
 - Interference in the actions of other Subscribers or service personnel (for instance, unauthorised access to computers and information sources);
 - Violation of commitments under the present Contract.
- 5.4. The Provider has the right to terminate the provision of any services to a Subscriber in the event of Subscriber's repeated actions referred to in paragraph 5.3 despite the Provider's warning, or in the event of repeated action with the use of his/her network requisites.
- 5.5. The Provider shall:
 - Secure round-the-clock services. Services of the Subscribers' and Technical Support units are provided only during office hours (from 9 a.m. to 6 p.m. Monday through Friday, lunch-break from 12 a.m. to 2 p.m.);
 - Consult a Subscriber on issues related to the use of the Provider's software;
 - Secure round-the-clock transmission of a Subscriber's messages;
 - Secure round-the-clock receipt and storage on the Provider's computers of e-mail messages addressed to the Subscriber. The Provider guarantees storage of messages in the Subscriber's e-mail box within the validity period of the present Contract provided a positive balance on the Subscriber's Personal Account.
- 5.6. In order to protect his/her identification parameters against unauthorised dissemination and soonest possible exposure of any facts of such unauthorised use a Subscriber is recommended to:
 - Check regularly his/her computer from which he/she accesses the Internet, using anti-virus programmes to identify any viruses-programmes (so-called 'Trojan horses') sending the Subscriber's identification parameters to unknown persons in an unauthorised way;
 - Check regularly (preferably on a daily basis) his/her Personal Account and statistics of access to the Internet via his/her WWW interface;
 - Request from the Provider dispatch of daily statistical reports on the amount of the services rendered to the Subscriber's e-mail address.
- 5.7. The Provider is not liable to the Subscriber for any delays and interruptions in his/her work caused by reasons outside of the Provider's control. However, it shall take all possible measures to remove these causes.
- 5.8. The Provider is not responsible for the quality of communication lines through which a Subscriber contacts the Provider's unit.
- 5.9. In the event of untimely payment for the serviced provided under the present Contract a Subscriber shall pay a penalty in the amount of 0.1 per cent of the overdue arrears for each day of delay, but no more than 50% of the overdue arrears.
- 5.10. The Provider has the right to send to the Subscriber by e-mail any information on the Provider's new services and any change in the Provider's services.
- 5.11. If the present Contract does not set out liability for the violation of any terms and conditions set out herein the extent of his/her liability is determined on the basis of applicable legislation of the Republic of Uzbekistan.

6. Force-majeur

- 6.1. The Parties shall not be liable for any partial or complete failure to meet their commitments under the present Contract in the event of any circumstances outside of their control (force-majeur). In addition to the universally accepted ones, the Parties hereto have agreed to regard the following circumstances as force-majeur: any acts on the part of the Government or State Authorities or agencies restricting the Provider in or depriving him of any possibility of providing access to the Internet. The present Contract shall be suspended for the period of duration of such circumstances. The Party affected by the force-majeur circumstances shall notify the other Party within 3 days of their occurrence, provided availability of the means of contact. If force-majeur circumstances continue for more than 3 months the present Contract may be terminated upon mutual consent among the Parties without any mutual claims.

7. Settlement of Disputes

- 7.1. In the event of any disputes the Parties hereto shall do their best to settle them by way of negotiations. In the event of any failure to do so, the disputes shall be taken to the courts of the Republic of Uzbekistan in accordance with applicable legislation.

8. Other Terms and Conditions

- 8.1. In the event of provision of any services not listed in the Price List but constituting the subject of the present Contract and any special conditions of application of the present Contract the Parties shall sign additional agreements, which shall be an inalienable part of the present Contract. The duration and conditions of any additional services or any special conditions shall be set out in additional agreements.
- 8.2. The terms and conditions of the present Contract may be changed upon mutual consent of the Parties on the basis of additional agreements or notifications in writing.
- 8.3. The present Contract shall remain effective in the event of any changes of the requisites of the Parties, in which case the Parties shall notify each other to the effect within 10 days of such changes.
- 8.4. Any change in the Subscriber's requisites is equal to his/her new registration in the network.

9. Duration and Procedure of Termination of the Contract

- 9.1. The present Contract becomes effective at the moment of its signing by the Parties, and its duration is unlimited.
- 9.2. The present Contract may be terminated in the following cases:
- 9.2.1. Any unilateral refusal by a Party to meet its commitments, with a 10-day prior notification of the other Party and a mandatory payment of any arrears;
- 9.2.2. Upon mutual consent of the Parties at any time, upon mandatory payment of any arrears.
- 9.2.3. Provider has a right to terminate the present Contract unilaterally in case if there are no consumption of Services by the Subscriber for more than three months in a row and the Subscriber has not notified the Provider in the written form about the suspending the consumption of Services prior to the suspension. Upon intention of terminating the Contract unilaterally the Provider shall notify the Subscriber no less than 15 (fifteen) days prior to the termination date by sending a notification to the Subscriber's contact e-mail address indicated in the Application for Services. Upon termination of the Contract unilaterally the Provider has a right to withdraw money left on the Subscriber's Account if the amount is less than 1000 (one thousand) soum. The Subscriber has a right to claim greater amount of money left on the Account during 1 (one) year after the Contract termination. At the end of this period the Provider has a right to withdraw money left on the Subscriber's Account. The Provider shall notify the Subscriber about money withdrawal from the Subscriber's Account no less than 1 (one) month prior to the withdrawal date. After the withdrawal Subscriber's claims are not accepted.
- 9.3. The present Contract has been effected and signed in two copies, both of them identical and equally valid.

10. Legal Addresses of the Parties

10.1. The Parties addresses and banking requisites:

Provider:	Amaliy Aloqalar Biznesi Ltd.
Address:	16a Shakhriyabz St., 4 th floor, Tashkent 700015, Republic of Uzbekistan
Telephones:	(+998-71) 252-2-152, 252-66-79
Fax:	(+998-71) 252-70-88
E-mail:	bcctash@bcc.com.uz
Official WWW server:	http://www.bcc.uz/
Settlement account in Soums:	20208000903906693001 in the Main Operations Branch of the National Bank for Foreign Economic Activity of the Republic of Uzbekistan, MFO 00407
Settlement account in US Dollars:	20208840103906693001 in the Main Operations Branch of the National Bank for Foreign Economic Activity of the Republic of Uzbekistan, MFO 00407
Tax ID (IHH)	202606274
Business Code (OKOHX)	82100

Subscriber:	
Address:	
Telephones:	
Fax:	
Banking requisites (passport data for individuals)	
Tax ID (IHH)	
Business Code (OKOHX)	

PROVIDER:

_____ (Sh.M.Akhundjanov)

SUBSCRIBER:

_____ (_____)
Seal