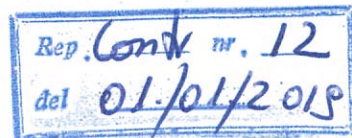




VIVO Communications

Autostrada Tirane - Durrës Km 1, Tirana, Albania Tel +355 4 4400123, www.vivo.al



Internet Services Contract

Client: *Italian Development Cooperation Office*

Date: JANUARY 2019

INTERNET SERVICES AGREEMENT

This Agreement ("Agreement") is between

"VIVO Communications" sh.p.k. with offices at Kashar " Autostrade Tirane-Durres, km 1, 4-th floor ", Tirane, Albania, VAT.No.J82229005F, which will be hereinafter called **"Operator"**

and

" Italian Development Cooperation Office" registered address: . **"Abdi Toptani" street , Torre Drin Center, fifth floor,** Tirane, Albania with VAT.No. **J61912009P**, which will be hereinafter called **"Client"**

Operator and the Client agree that the following terms and conditions apply to the provision and use, within the Republic of Albania, of the Operator Network services and related products ("Services") referenced in any Attachments to this Agreement signed by Client and accepted in writing by Operator. Such attachments are an integral part of this Agreement.

1. CONTRACT PERIOD

This Agreement commences on **January 01, 2019** until **December 31, 2019** and, unless terminated in accordance with the provisions herein, will continue in effect for as long as any Service period as defined in an Attachment to this Agreement remains in effect. After this period unless the parties notify each other 60 days in advance, the contract will automatically be renewed.

2. BILLING AND PAYMENT

A. Client shall pay Operator all charges due under this Agreement, without deduction or setoff. All payments shall be mailed to the address stated on the bill.

B. Bills will be issued at the beginning of each month and will be paid within five (5) days from the receipt of the invoice.

C. Client agrees to pay any taxes due on the services, unless Client provides a valid tax exemption certificate.

D. In case of delays of payments, the arrear will be devined according the norms of Bank of Albania during the actual period.

3. TERMINATION

A. If Client fails to pay any outstanding charges within ten (10) days after receipt of written notice from Operator of delinquency, or if Client fails to perform or observe any other material term or condition of this Agreement within five (5) days after receipt of written notice from Operator of such failure, Operator may terminate this Agreement. Client shall then be liable for all charges incurred as of the date of termination and, if applicable, any termination charges associated with termination of the Attachments. All such charges that are not previously due and payable shall be payable within thirty (30) days from the date shown on Operator's invoice.

B. If Operator fails to perform or observe any material term or condition of this Agreement within ten (10) working days after receipt of written notice from Client of such failure, Client may terminate the Attachments materially affected by the breach, except for charges incurred as of the date of termination. Client shall have no further financial obligations to Operator for such terminated Attachments. Each Attachment has special termination clauses which are considered integral part of this Agreement.

C. In case the Client will terminate this contract prior the termination date, The Client should notice 60 days before the Operator, in written way and must pay 50 % of the value of the contract until the end of the contract.

4. CLIENT'S RESPONSIBILITIES

A. Client shall ensure that all Customer-provided equipment on its premises that connects to the Services will perform according to published technical specifications for such equipment and Operator's interface specifications and otherwise complies with Operator's specifications for the Services.

B. Client is only responsible for the content of any transmissions using the Services, or any other use of the services, by Client or by any person or entity Client permits to access the Services (a "User"). Client agrees that he and any User will not use the Services for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment.

C. The Client shall apply the required security procedures, to the extent deemed necessary by the Client.

D. Client is responsible for establishing designated points of contact to interface with Operator.

E. Client understands that Services provided under this Agreement (including Internet if applicable) may require registrations and related administrative reports that are public in nature. In addition, Client agrees that VIVO may include its name; IP address (if not considered confidential), electronic mail, street, and other addresses; and telephone information in internal directories.

5. OPERAOR'S RESPONSIBILITIES

OPERATOR will provide the Services as described in the Attachments. The Operator is responsible for the service of its network terminal equipment. However, the policy of the Operator is to continuously improve its products and services, and thus may occasionally change the services provided to the Client under this Agreement.

If the Operator modifies the Services in any way that reduces the level of Customer's Services, the Client has the right to terminate this Agreement within thirty (30) days of notice of change by notifying the Operator in writing for seven (7) days prior to the termination and payment of all expenses incurred from the termination date, but without any obligation to terminate to the Operator.

6. WARRANTIES AND LIMITATION OF LIABILITY

A. For the purposes of this paragraph, "Operator" includes the Operator, any Subsidiary of the Operator, any subcontractors and suppliers referred to above, and directors, employees, officers, agents, subcontractors and suppliers of all of them.

B. Operator makes no warranty or guarantee, express or implied, with respect to any services or products provided under this agreement, and Operator expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

C. Operator shall not be liable for indirect, incidental, consequential, reliance or special damages, including without limitation damages for harm to business, lost profits, lost savings or lost revenues, whether or not Operator has been advised of the possibility of such damages. Operator shall not be liable for any damage that Client may suffer arising out of use, or inability to use, the services or products provided hereunder unless such damage is caused by an intentional act of Operator. Operator shall not be liable for unauthorized access by third parties to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of Client's network, systems, applications, data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Except as expressly set forth in or contemplated by this agreement, in any instance involving performance or non-performance by Operator with respect to Services or products provided hereunder, Client's sole remedy shall be (a) in the case of services, refund of a pro rata portion of the price paid for services which were not provided, or (b) in the case of products, repair or return of the defective product to Operator for refund.

D. These limitations or liability shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort, including without limitation negligence of any kind, whether active or passive, and shall survive failure of an exclusive remedy.

E. Operator shall not be responsible for (1) service impairments caused by acts within the control of Client, its employees, agents, subcontractors, suppliers or licensees, (2) interoperability of specific Customer applications, (3) inability of Customer to access or interact with any other service provider

through the internet, other networks or users that comprise the internet or the informational or computing resources available through the internet, (4) interaction with other service providers, networks, users or informational or computing resources through the internet, (5) services provided by other service providers, or (6) performance impairments caused elsewhere on the Internet.

8. CONFIDENTIALITY

A. All tangible technical or business information disclosed by one party to the other party and marked as proprietary shall be deemed the property of the disclosing party and shall be returned upon request. The receiving party shall: (1) hold such information in confidence for three (3) years after any termination of this Agreement; (2) restrict disclosure of such information solely to its employees and employees of its affiliated companies with a need to know; (3) and use a reasonable degree of care (in no event less than the same degree of care as it uses for its own proprietary information) to prevent the unauthorized disclosure, use or publication of such proprietary information.

B. The receiving party shall have no obligation to preserve the confidentiality of any information which: (1) was previously known to the receiving party or any of its affiliated companies free of any confidentiality obligation; (2) is disclosed to third parties by the disclosing party without restrictions; (3) becomes publicly available by other than unauthorized disclosure; (4) was not identified as confidential or proprietary; or (5) is independently developed by the receiving party.

C. The pricing, terms and conditions of this Agreement are proprietary information and shall be treated in confidence.

9. GENERAL

A. This agreement shall be governed by and construed under the laws of the Republic of Albania. **This Agreement shall be produced and signed both in two copies English and both copies shall be considered equal for any reference whatsoever.**

B. Any legal action arising from or in connection with this Agreement, or any Services provided or work performed hereunder, must be brought within one (1) year after the cause of action arises.

C. Neither party shall publish or use any advertising, sales promotions, press releases or other publicity, which use the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

D. Nothing in this Agreement shall create or vest in Customer any right, title, or interest in the Services, other than the right to use the Services under the terms and conditions of this Agreement.

E. If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions shall remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

F. Either party may not assign this Agreement without the prior written consent of the other. However, VIVO may, without Customer's consent, assign this Agreement or its right to receive payments hereunder to an affiliate or subsidiary. VIVO may subcontract any or all of the work to be performed by it under this Agreement, but shall retain responsibility for the work that is subcontracted.

G. VIVO's performance obligations under this Agreement shall be solely to Customer and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.

H. VIVO shall not have any liability for damages or delays due to Major Force, war, civil disturbances, or other causes beyond its control whether or not similar to the foregoing.

I. All formal notices, requests, demands and other communications required or permitted under this Agreement shall be in writing unless otherwise specified in this Agreement and shall be deemed to have been duly made and received when personally served, or when mailed by first class mail, postage prepaid, to the addresses indicated on Page 1 of this Agreement. The parties may change the addresses on ten (10) days' prior written notice. In addition, the parties may provide other notices in connection with the provision of the Services under this Agreement (such as notices relating to service outages and maintenance) by other means, including by telephone, facsimile or electronic mail.

J. This is the entire Agreement between the parties with respect to the Services provided hereunder and it supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning such services. No change, modification, or waiver of any of the terms of this agreement shall be binding unless included in a written agreement and signed by both parties.

10. Law terms

This contract based on:

Law No. 9918, date 19.05.2002 "Per Komunikimet Elektronike ne Republiken e Shqiperise";

Law No 9902, date 17.04.2008 "Per Mbrojtjen e Konsumatoreve";

Law No. 9887, date 10.03.2008 "Per Mbrojtjen e te Dhenave Personale"

Operator's Internet Service — Attachment

This Attachment to the VIVO Metropolitan Network Services (M-VIVO) Agreement between Client and VIVO Communication Ltd ("Agreement") and is an integral part of the Agreement. This Attachment consists of:

Appendix 1

M-VIVO Description

Appendix 2

M-VIVO Pricing

1. Contact Details of Operator

Customer may contact Operator for questions and requests regarding the provision of Services under this Attachment or Agreement as follows:

VIVO Communications sh.p.k.

Telephone: +355 4 4400123

Facsimile: +355 4 4400124

Contact with Sales Department:

E-mail:

Eduard Ormeni

C.B.D.O

+355 67

Technical Support:

.....

Mob: +355

Contact with Finance Department:

E-mail:

2. Contact Details of Customer

VIVO may address the Customer as follows:

A- Normal Correspondence

Italian Development Cooperation Office

Iris Reci

Cel: +355

E-mail:

On
Behalf
Of: *Italian Development Cooperation
Office*

VIVO COMMUNICATIONS SH.P.K

Full
Name:

Elvis HOTI

Title:

CEO

Date:

Elvis Hoti

Elvis Hoti

[Signature]

VIVO Communication Internet Service — Attachment

Appendix 1 — Service Description

1. Service Description

1.	Physical Link:	Over FO
2.	Physical interface:	Ethernet or Fast Ethernet, RJ-45
3.	MikroTik wireless	Yes (1)
4.	Internet bandwidth	18 Mbps
5.	Public IP Adresses	Yes (1)
6.	Bandwidth guarantee	99.9 %
7.	Media Converter	Yes (1)
8.	Customer's Local Area Network protection:	Customer's Responsibility

1. Activation

The Client and Operator will agree for the starting date. The internet service will be activated on 01 January 2016.

2. Planning

2.1 Site Planning and Preparation

Operator will provide site-planning information to Client's designated point of contact in order to assist Client in preparing for installation of M-VIVO. Client will be responsible for providing space and power for a dedicated media converter (Operator's supply), and an attachment to Client's internal network (e.g. router and other premises equipment) for testing purposes with TCP/IP support.

2.2 Communications Circuits

Operator will arrange for installation of the dedicated lines or other circuit necessary to connect Client's location to the designated Operator Point of Presence ("Access Facilities"). Operator will arrange for termination of the circuit in proximity to the planned location of the Client premises equipment (CPE). Any inside wiring charges up to the then current CPE (as of Attachment Effective Date) are included in the installation fee(s) as shown in Appendix 2. Any unreasonable inside wiring charges occurring due to CPE location changes after the Attachment Effective Date shall be the responsibility of Client.

2.3 Acceptance Testing

The Operator Network Operations Center ("NOC") conducts tests to Client's site to ensure that the on-site router can successfully communicate over Operator. The acceptance test verifies the proper operation of the on-site equipment package, the local access facility, and the Operator access infrastructure.

3. Maintenance

3.1 Maintenance of link communication

Operator will notify each planned maintenance which will affect the Client's service. This interruption will not be calculated as compensation for service interruption.

3.2 Maintenance of the equipment

Client will be responsible for the physical security of Operator's equipments installed on Client premises. Operator will replace or repair the damage equipments with its expenses, except on the cases that such damage is caused by an intentional act of the Client.

3. Technical Services and Support

3.1 Software and Configuration Support

Operator's technical staff will coordinate software updates and configuration changes as required. Operator will notify the Client's designated point of contact for software changes, and will seek where feasible to perform maintenance during off-hours.

3.2 Fault Isolation and Problem Resolution

Fault isolation involves coordination among network operators and technicians, staff at the affected site and other vendors. Depending on the specific technologies used, the process may involve testing equipment, reconfiguring routers, or diagnosing communications link problems. The Operator's operation staff will also seek to keep Operator's clients informed of any widespread outages on connection networks.

3.3 Security Procedures

Operator security procedures include keeping clients informed of known and suspected security breaches. Information about security problems will be reviewed and may be distributed to customer sites by the Operators operation staff. Fax, phone calls and E-Mail will be employed, based on the urgency and nature of the problem. Operator's Clients may designate a list of up to 3 contacts that will be authorized to request site disconnection or reconnection as necessary. The security procedures employed with Operator constitute only part of a comprehensive security plan for any user of public network services (including Internet), and do not guarantee network security or prevent security incidents. Client is responsible for implementing security measures to protect its network, systems, applications, data files, programs, procedures and information from unauthorized access, alteration, theft, loss or destruction.

Operator's Network Service — Attachment
Appendix 2 — Pricing

1. Pricing

The prices specified in this Appendix 2 apply to each location provisioned for M-VIVO and, are guaranteed for the Service Period only and only for services initially purchased under this Attachment. Different prices may also apply to services, features, options and locations selected after the Attachment Effective Date.

Schedule I: Monthly Fees

Item	Discription	Quantity	Price/unit	Cost
1-	Dedicated internet service, 18 Mbps /18 Mbps (Download/Upload)	12	80 €/month	960 €
2-	Installation Cost	-	-	-
TOTAL				960 €

All prices and other rates are in ALL including VAT.

Media Converter and Wireless MikroTik are currently in use. If client is not agree to renew the contract , the equipments will return to VIVO.

On
Behalf Of: *Italian Development Cooperation*
Office

VIVO COMMUNICATIONS L.T.D.

Full
Name:

Elvis HOTI

Title:

CEO

Date:

Elvis Hoti



Elvis Hoti

