

Rep. Cont. nr. 3
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VIVO Communications

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

Internet Services Contract

Client: Italian Agency for Development Cooperation Office in Tirana

Date: 01.01.2017

Nr. 572 Prot

INTERNET SERVICES AGREEMENT

This Agreement ("Agreement") is between **VIVO Communications sh.p.k.** with offices at "Jordan Misja "St.,No.141/1,2nd Floor, Tirane, Albania, VAT.No.J82229005F

and

"Italian Agency for Development Cooperation Office in Tirana" registered address: "Abdi Toptani" street , Torre Drin Center, fifth floor, Tirane, Albania with VAT.No. J61912009P

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

1. CONTRACT PERIOD

This Agreement commences on **January 01, 2017** until **December 31, 2017** 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. Customer shall pay VIVO 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. Customer agrees to pay any taxes due on the services, unless Customer 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 Customer fails to pay any outstanding charges within ten (10) days after receipt of written notice from VIVO of delinquency, or if Customer fails to perform or observe any other material term or condition of this Agreement within five (5) days after receipt of written notice from VIVO of such failure, VIVO may terminate this Agreement. Customer 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 VIVO's invoice.

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

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

4. CUSTOMER RESPONSIBILITIES

A. Customer 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 VIVO's interface specifications and otherwise complies with VIVO's specifications for the Services.

B. Customer is solely responsible for the content of any transmissions using the Services, or any other use of the services, by Customer or by any person or entity Customer permits to access the Services (a "User"). Customer agrees that it 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. To the extent deemed necessary by Customer, customer shall implement security procedures necessary.

D. Customer is responsible for establishing designated points of contact to interface with VIVO.

E. Customer 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, Customer 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. VIVO RESPONSIBILITIES

VIVO will provide the Services as described in the Attachments. VIVO is responsible for the service until the terminal equipments of its network. However, VIVO's policy is to continually improve its products and services, and so may from time to time change the Services as provided to Customer under this Agreement. In the event that VIVO changes the Services in any way that materially decreases the level of the Services available to customer, customer shall have a one time right to terminate this Agreement within the thirty (30) day period following receipt of notice of such change by giving VIVO seven (7) days' written notice of termination and payment of all charges incurred as of the termination date, but without any termination liability to VIVO.

6. WARRANTIES AND LIMITATION OF LIABILITY

A. For purposes of this paragraph 6, "VIVO" includes VIVO, any affiliated and subsidiary companies of VIVO, any subcontractors and suppliers of the foregoing, and the directors, employees, officers, agents, subcontractors and suppliers of all of them.

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

C. VIVO 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 VIVO has been advised of the possibility of such damages. VIVO shall not be liable for any damage that customer 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 VIVO. VIVO shall not be liable for unauthorized access by third parties to customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of customer'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 VIVO with respect to Services or products provided hereunder, Customer'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 VIVO 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. VIVO shall not be responsible for (1) service impairments caused by acts within the control of Customer, 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 Republikën e Shqipërisë";

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

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

VIVO Internet Service — Attachment

This Attachment to the VIVO Metropolitan Network Services (M-VIVO) Agreement between Customer and VIVO shpk ("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 VIVO

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

VIVO Communications sh.p.k.

Telephone: +355

Contact with Sales Department:

Technical Support:

E-mail: _____

Eduard Ormeni

Mob:+355 / Mob: +355

C.B.D.O

+355

Contact with Finance Department:

E-mail: _____

2. Contact Details of Customer

VIVO may address the Customer as follows:

A- Normal Correspondence

Italian Agency for Development Cooperation
Office in Tirana

E-mail: utl.albania@esteri.it

Iris Recì
Assistant Account

E-mail: _____
Cel: +355 _____

On
Behalf
Of: **Italian Agency for Development
Cooperation Office in Tirana**

VIVO COMMUNICATIONS SH.P.K

Full
Name: Nino Merola

Elvis HOTI

Title: HEAD OF OFFICE

CEO

Date: _____



VIVO 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	10 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 Customer and VIVO will agree for the starting date. The internet service will be activated on 01 January 2017.

2. Planning

2.1 Site Planning and Preparation

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

2.2 Communications Circuits

VIVO will arrange for installation of the dedicated lines or other circuit necessary to connect Customer's location to the designated VIVO Point of Presence ("Access Facilities"). VIVO will arrange for termination of the circuit in proximity to the planned location of the customer 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 Customer.

2.3 Acceptance Testing

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

3. Maintenance

3.1 Maintenance of link communication

VIVO will notify each planned maintenance which will affect the Customer service. This interruption will not be calculated as compensation for service interruption.

3.2 Maintenance of the equipment

Customer will be responsible for the physical security of VIVO equipments installed on Customer premisses. VIVO 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 Customer.

3. Technical Services and Support

3.1 Software and Configuration Support

VIVO technical staff will coordinate software updates and configuration changes as required. VIVO will notify the Customer's designated point of contact of 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 VIVO operations staff will also seek to keep VIVO customers informed of any widespread outages on connection networks.

3.3 Security Procedures

VIVO security procedures include keeping customers informed of known and suspected security breaches. Information about security problems will be reviewed and may be distributed to customer sites by the VIVO operations staff. Fax, phone calls and E-Mail will be employed, based on the urgency and nature of the problem. VIVO customers 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 VIVO 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. Customer 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.

**VIVO 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	Description	Quantity	Price/unit	Cost
1-	Dedicated internet service, 10 Mbps /10 Mbps (Download/Upload)	12	90 €/month	1.080 €
2-	Installation Cost	-	-	-
TOTAL				1.080 €

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 Agency for Development Cooperation Office in Tirana**

VIVO COMMUNICATIONS SH.P.K

Full Name: Nino Merola
Nino Merola

Elvis HOTI

Title: HEAD OF OFFICE

CEO

Date: _____

