

# Internet Service Agreement Between Vira Nawawaran Internet Service Provider & WCLRF

Department	Contract			
Email	contract@viranawawaran.af			
Phone	+93 (0)784 65 32 65 / +93 (0)784 65 82 65			
Website	www.viranawawaran.af			
TIN	9012305067			
License Registration	147596			
Year of Established	2021			
Contract Detail				
Contract Number	ID: 514			
Starting Date	Jan 13, 2025			
Ending Date	Dec 31, 2025			
Bandwidth	15Mbps Full Duplex			
Total Contract Value Monthly	16,500AFN, (Note: The customer can deduct 2% monthly for government tax)			
Package Type	Wireless			
Payment Method	The customer should pay internet fees in date of 20 to 25 monthly			
USD Account Number	00801200013522			
AFN Account Number	00803100034993			
Bank Name	Islamic Bank of Afghanistan			
Bank Address	Kabul, Afghanistan			
ViraNawawaran Authorized	WCLRF			
Name: Sultan Sarwary Title: Chief Operation Officer Phone: 078 7075306	Name: Sultan Ali Rahimi Title: Acting Director Phone: 0799415134			
Email: sales@viranawawaran.af	Email: sultanali.rahimi@wclrf.org			
Signature / Stamp:	Signature / Stamp:			
<b>Date:</b> Jan 13, 2025	Date: Jan 13, 2025			





#### **Definitions:**

This Contract is to provide Internet Service using the Connectivity System and Resources installed in the premises of ViraNawawaran.

#### **Technical Assistance:**

The ISP shall provide Customer the contact information for their Technical Support Center during the Service startup period. The support team shall be available 24 hours to help Customer if and when there is a problem with the internet connectivity without additional Charges.

### **Description of Services:**

ViraNawawaran agrees to provide Customer bandwidth dedicated connection with the connectivity via ViraNawawaran premises.

During the contract, effective period on request of Customer, higher bandwidth connection can be provided at the monthly charges given in Annex A.

## **Agreement Period:**

This agreement shall commence from the date of signing of the agreement and shall be valid for a period of Dec 31, 2025, anticipated start depending on Customer Requirement. This agreement shall continue for the following years unless revised by mutual agreement of both the parties in writing. Either party shall give at least one month's notice to the party to terminate this agreement. The contract shall automatically renew after expiration date unless the customer sends termination by official notice stated above.

# **Pricing and Billing:**

The payments for the Service offered to Customer shall be payable from the start date of the performance period of this contract. Customers shall pay to ViraNawawaran, the monthly base charge of (16,500 AFN) for a total 15Mbps Dedicated.

The invoice shall be raised every month in date of 20 to 25 monthly. Payment shall be made within 5 days after receipt of the invoice. The following line of communication and authority shall be used by Customer and ViraNawawaran for financial issues.

POC ViraNawawaran Billing Department	POC Customer's Billing Department		
Name: Hamid Alizada	Name: Abdul Muqim Rustami		
Title: Finance Manager	Title: Finance Manager		
Email: Finance@viranawawaran.af	Email: Finance.wclrf@gmail.com		
<b>Phone</b> : +93 (0)748706114	<b>Phone:</b> 0766283596		

Note: ViraNawawaran can always change financial POC by a formal letter.

## **Responsibility of Customer:**

Customer shall be solely responsible for providing, as its own cost and expenses, the necessary equipment (both hardware and software), except the Customer Premises Equipment at its Territory to establish connectivity to ViraNawawaran premises. Customer shall provide reliable power for leased devices, in case of power damage or physical damage which happens from the Customer side, Customer must be responsible.





### **Service Level Agreement:**

The granting of Service outage credit is contingent upon the Customer having informed the customer support of ViraNawawaran within 2 hours after the particular incident of Service outage. The duration of the Service outage period will be determined at the sole discretion of ViraNawawaran according to ViraNawawaran internal record and the information it receives from Customer.

The granting uptime is 98% of each month. Downtime we calculated (i.e.: 24hrs x 30 (days) = 720 hrs. Guaranteed level shall be 98% or 705.6 hours. If services level exceeds 3% of continued downtime for each month can deduct one day of monthly payment. Next 3% downtime may be because of another day deduction. Penalty price of Service outage shall be deducted in the next month's invoice.

### **Graphing:**

ViraNawawaran will provide Graphs for customers to monitor Bandwidth usage.

## **Termination of Agreement:**

Termination At-Will: At any time during the term of this Agreement, Customer and/or the ViraNawawaran may terminate this Agreement for any or no reason by delivering a written notice to the other party not less than 1 days before the termination date stated in the notice.

Customer may terminate this Agreement effective in 1 days for Cause if the ISP fails to:

- 1. Comply with any terms of this Agreement
- **2.**Provide Customer, upon request, with adequate assurances of future performance of the ISP's Obligations under this Agreement.

ISP may terminate this Agreement effective immediately for Cause if the Customer fails to:

- 1. comply with any terms of this Agreement.
- **2.** quarter bases charges aren't paid in the mentioned time.
- **3.** uses provide resource for any irregularly purpose which is defined crime in Afghanistan Government Policy.

#### **Force Majeure:**

Neither party shall be liable or accountable to the other party for any failure, delay or Service interruption due to cases or events, beyond the control of the parties, such as war, fire, storm, Floods, multiple fiber cuts on the cities or another catastrophic event.

## **Dispute Resolution:**

Customer and the ISP shall initially attempt to resolve through negotiation all disputes regarding this Agreement.

If a dispute is not resolved in that manner, the dispute shall be submitted to final and binding arbitration in accordance with the rules of a recognized and mutually acceptable arbitration organization in Kabul. The parties shall share evenly the costs and fees associated with the arbitration, with the exception of the attorneys' fees and other litigation expenses incurred by the parties. the party who prevails in arbitration shall be awarded the reasonable attorneys' fees, litigation expenses, and arbitration fees and costs reasonably incurred by that party in in addition to any other relief granted by the arbitrator

During the pendency of a dispute, the ISP shall continue to provide the Services, unless this Agreement has been terminated in accordance with the terms of this Agreement.



## **Publicity/Confidentiality:**

Throughout the period of Agreement, each party shall maintain the confidentiality of data of any nature (information) provided to it by the other party.

## **Support:**

Technical Operation Team in Kabul will service Customer 24/7, phone support will be available also to serve 24/7, and ViraNawawaran support always is free of charge and will be, after reporting an issue technical team will start to solve the issue quickly and if the troubleshooting needs to check Customer site technical team will reach the site and do the job at ISP earliest. As it mentioned before, customers just need to pay for monthly bandwidth cost and other charges like site survey, technical support, maintenance and operations will be on ISP.

Escalotion Matrix			
Chief Executive Officer	Chief Technology Officer		
Name: Yahya Rezaei Email: ceo@viranawawaran.af Phone: +93 (0)787 449137	Name: Sultan Sarwary Email: cto@viranawawaran.af Phone: +93 (0)780 7075306		
Network Operation Center			
Name: Muhebullah Wakily Email: noc@viranawawaran.af Phone: +93 (0)730 838301			

## Backup:

ViraNawawaran Offers Dedicated package with 70% backup. Procedure of changing to backup will be automatically.

#### **Both Side Responsibility for Employees:**

ISP/Customer shall be responsible for the professional and technical competences of its employees and both parties should have their individuals who perform effectively the roles in this contract.

#### **Prices:**

Annex A						
No	Description of Service	Monthly Cost/Unit	Quantity	Total Cost		
1	15Mbps Dedicated Wireless Internet Services	16,500 AFN	11 Month, 19 Day	191,610 AFN		
2	Devices	On-Lease	11 Month, 19 Day	On-Lease		
3	Installation and Support	Free	11 Month, 19 Day	Free		
Grand Total for 11 Month, 19 Day				191,610 AFN		

#### **Agreement Amendments:**

This Agreement and any of its provisions mentioned may be altered or added to only by another agreement/amendment in writing signed by both Parties.