

## IT Terms and Conditions

November 2020

Item		Bandwidth Volume	IP type & Qty	Location	Backup Link
1	Internet Fiber/wireless	40/40 Mb Dedicate	Live - 5	Herat	Yes
2	Internet Fiber/wireless	15/15 Mb Dedicate	Live - 3	Kabul	Yes

### ISP Responsibilities:

1. First time installations and configuration of equipment and devices are free of charge
2. ISP is responsible to provide technical support at his own cost and expense when the issue is from ISP side. If the technical support needed is due to an internal movement from WV, WV will cover the transportation and accommodation for the company technician.
3. All the equipment and devices needed for this agreement will be provided by the ISP free of charge until the end of the contract.
4. ISP is to inform WV IT department of any service interruption in advance. For regular maintenance services, 48 hours in advance in working days exclude weekends.
5. ISP is responsible to provide (more than 98% is preferred) uptime for Herat & Kabul links
6. WV have its own monitoring system which is Cisco Meraki and all up/down time calculation will be based on that
7. The ISP is fully responsible to give us a full secure connection and if any security breach or threat caused by the ISP, WV can terminate the contract immediately.
8. WV IT will monitor the ISP performance every two months and will provide performances feedback, if WV IT was not satisfied with the overall services provided by the ISP, WV can take decision in order to contract termination
9. WV can have shifting/sharing bandwidth between offices in the same province.
10. In case WV IT was not satisfy with the overall services provided by the ISP or the amount of penalty charges going up and repeated in several monthly manner, WV can take a decision in order to contract termination.
11. Backup:
  - a. ISP provide (more than 75% is preferred) bandwidth backup from their side
  - b. When the ISP have plan to switch on backup should officially inform WV at the time of switch.
  - c. To avoid interruption/changes specially during not official times, WV ask ISP to install/activate the backup from their side

12. ISP is obliged to pay penalty as per the following conditions;

- a. If primary link downtime is more than 5% on monthly basis, an equivalent penalty will be applied on monthly fee
- b. If both primary and backup links are down simultaneously, a 5% penalty on the cost of monthly fee will be applied for every hour.
- c. In the case that there is no connectivity for more than 36 hours or penalties are applied for a period of 2 months, WV is eligible to break contract.
- d. If ISP fail to inform WV in advance for the service outage due to the regular maintenance, a 5% penalty on the cost of monthly fee will be applied for every hour.
- e. When there is issue from ISP side and need ISP to send technicians to the office, if ISP fails to send technicians until 30 minutes in Herat & Kabul then 5% penalty on the cost of monthly fee will be applied for every hour delay.
- f. Any outage report and internet disconnection due to security issues can be waived if those security conditions are reviewed by WVA security team and security team confirmed that yes due to security in that location internet is disconnected, all security matters to be reviewed by WVA security team and confirmed and then the outage report with penalties can be waived. (force majeure)