

**Contract Ref. No.: JTP - 2157**

**Contract  
Between  
Janaki Technology Pvt. Ltd.  
And  
Sambridhi Education  
Foundation**

**Date: 2020-12-16**



## Service Agreement

Janaki Technology Pvt. Ltd. (hereinafter referred to as "First Party") - a legal entity duly incorporated under the laws of Nepal (VAT/PAN 302811089) with registered office located at Pulchowk, Lalitpur.

And

Sambridhi Education Foundation (hereinafter referred to as "Second Party") - a legal entity duly incorporated under the laws of Nepal (VAT/PAN 601098330) and registered office located at Bhaktapur; collectively hereinafter referred to as "Parties", have entered into this Agreement.

This Agreement is made effective from

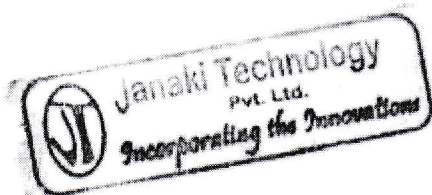
Starting Date: 2020-12-16

### Services Provided by First Party to Second Party:

- i. System One Way Bulk and Dynamic System
- ii. SMS Credits Multiple of thousands
- iii. Sender ID Shared

### Terms and Conditions:

1. First Party shall provide SMS Value Added Service (VAS) through the network of major Telecom Network Operators: Nepal Telecom (NTC), Ncell and SmartTel.
2. Second Party shall use the VAS by remaining within the legal boundaries of the Government of Nepal, Nepal Telecommunications Authority (NTA) and Telecom Network Operators' rules and regulations.
3. First Party shall maintain the confidentiality and data privacy of Second Party's information. Similarly, Second Party should refrain from disclosing confidential information i.e. cost of services, terms and conditions of this agreement, data (mobile numbers) obtained from using First Party's System to any Third Party.
4. Second Party shall bear full responsibility for any sent SMS content subject to any kind of abuse, discrimination, threat to any person or society or against the law and policy of Government of Nepal.
5. It is Second Party's responsibility to make sure that the message content doesn't contain any information which are strictly confidential or prohibited by the law.
6. Second party bears the responsibility for continuous SMS sent in a particular number due to technical error at second party's end.
7. Second Party shall send SMS to only its subscribed users who use their service on regular basis. Spamming and unsolicited messages can be subject to penalty imposed by Telecom Network Operators and legal consequences.
8. Non delivery of SMS due to issue in the destination numbers (switched off, out of network reach, problem in incoming SMS, unused sim card) shall still mean the deduction of SMS credits.
9. SMS can be sent to only 10 digit valid Nepali mobile number registered at Telecom Operator.
10. The delivery report of SMS sent can be seen at the end of First Party's system.





11. SMS content can be sent up to 6 length messages. The character count of SMS length is mentioned in "Clause.23.2"
12. Renewal charge should be paid on yearly basis based on start of contract period.
13. Contract will be auto renewed after one year unless there is any changes in contact details and system. All the terms and conditions is applied in auto renewed cases.
14. Emoji, graphical representation and smiley containing text messages is not supported by the system of First Party. In such cases, First Party does not bear the loss and compensation is not provided to Second Party.
15. First Party has authority to halt the services at any point if the second party does not abide by the contract.
16. Any changes made by the Government of Nepal, NTA or any Telecom Network Operators (regarding SMS rate, Sender ID or any other services) which is beyond the control of First Party, shall immediately come into effect, despite of any positive or negative changes it might cause to First or Second Party.
17. If any technical and/or business need arises, the Shortcode provided by First Party to Second Party can be changed even during the agreement period as the provided Shortcode is the property of First Party. If the assigned shortcode or sender ID is closed from Telecom Network Operator, then new shortcode or sender is allocated on immediate basis.
18. Second Party should fulfill the payment clauses mentioned in "Clause 23".
19. Contact details provided in "Clause 24: Contact Details" should be the primary way of communication between the two parties. In case of changes, both the parties shall at any time, provide updated information regarding the contact details.
20. Any difference in opinions or complications that may arise, shall be resolved through mutual agreement.
21. If any changes are to be made in this agreement, it can be done only with the mutual consensus between both parties.
22. If the Second Party should void/end the contract, Second Party should inform the First Party at least before a week and vice versa.
23. Second Party shall pay the below mentioned charges (Excluding VAT) to First Party on pre-paid basis:

| Client Type: Business |                                 |                     |                |   |
|-----------------------|---------------------------------|---------------------|----------------|---|
| S.N.                  | Services                        | Details             | Amount (NRS)   | Remarks   |
| 1.                    | One Way Bulk and Dynamic System | Annual Subscription | 1500/-         | Start of every Year   |
| 2.                    | Per SMS Rate                    | Per SMS Sent        | 1.3 per length | 1 length non-unicode SMS = 160 characters<br>For more than 1 length,<br><br>N SMS = N x 153 characters (In non unicode) |



|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  | 1 length unicode SMS = 70 characters<br><br>For more than 1 length,<br><br>N SMS = N x 67 characters<br><br>(In unicode) |
|--|--|--|--|--|

\*Note: 13% VAT shall be applicable to the cost of services.

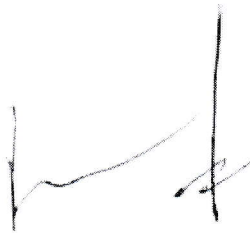
#### 24. Contact Details:

Contact Person: Sadikshya Tiwari  
Email: support@janakitech.com  
Mobile: 9801165562  
Landline: 01-5422942

Contact Person: Sandeep Shrestha  
Email: sandeepshrestha7@hotmail.com  
Mobile: 9851156100  
Landline: 016636700

#### FIRST PARTY

Janaki Technology Pvt. Ltd



Ritu Joshi  
Manager - Business

Witness:

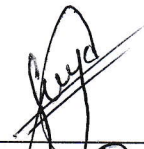


Sadikshya Tiwari  
Senior Officer – Client Service  
Mobile No: 9801165562



#### SECOND PARTY

Sambridhi Education Foundation



Name: Pratiksha Shakya  
Designation: ~~Programme~~ officer  
Mobile: 9861762401

Witness:



Name: Sandeep Shrestha  
Designation: principal/Director  
Mobile No: 9851156100

