

Service Agreement

Janaki Technology Pvt. Ltd. (hereinafter referred to as "First Party") - a legal entity duly incorporated under the laws of Nepal with registered office located at Pulchowk, Lalitpur, represented by its Client Relationship Officer, Ritu Joshi.

And

Janaki Rural Municipality (hereinafter referred to as "Second Party") - a legal entity duly incorporated under the laws of Nepal and registered office located at Khajura Khurda, Ward no-4, Banke, represented by Chief Administrative officer, Mr. Pitri Bhakta Giricollectively hereinafter referred to as "Parties", have entered into this Agreement.

This Agreement is made effective from 2018-03-22 to 2019-03-22.

Services Provided by First Party to Second Party:

- i. System One Way Bulk System
- ii. SMS Credits Multiple of thousands
- iii. Shortcode Shared (36001)

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 UTL, SmartTel and NT CDMA.
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 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 not contain any information which are strictly confidential or prohibited by the law.
6. 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.
7. Non-delivery of SMS shall still mean the deduction of SMS Credits, and per SMS rate mentioned in "Clause 15" shall apply.
8. First Party has full authority to halt the services at any point if the second party does not abide by the rule.
9. 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.
10. 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.
11. Second Party should fulfill the payment clauses mentioned in "Clause 15".