

AGREEMENT FORMAT FOR LAMBDA/CAPACITY SERVICE

This LAMBDA/Capacity Service AGREEMENT (the "Agreement") is entered into Dated:by and between.....(Name of Service provider) (hereinafter called "Service provider" which term shall mean and include its successors and permitted assign)

and

.....(Name of Service User/company), (hereinafter called "Customer" which term shall mean and include its successors and permitted assigns)

It is hereby agreed as follows:

1. Responsibilities of Service Provider

- 1.1. This agreement, Service providers shall provide LAMBDA/Capacity Connectivity as mentioned to Customer as per annex-1.
- 1.2. Service Commenced and billing start date shall be.....**day** of **Month 20.....B.S (day/ Month/20.....A,D)** .
- 1.3. Minimum Link uptime guaranteed up to 99.2% per year for Urban areas; and 95% per year for Rural areas.
- 1.4. The agreement will be valid till Day/Month/Year B.S. and is applicable only for the service at locations mentioned in this agreement.
- 1.5. Any changes in the rate shall notify to customer within 30 (thirty) days and new rate will be applicable from the date as mentioned in the notification to the service provider.

2. Payment Terms

- 2.1. Following the execution of this agreement Customer shall pay to service provider **Rs.....**exclusive of VAT.
- 2.2. Customer shall pay to service provider after receiving the receipt the tax invoice.

2.3. Service provider shall provide the payment clearance letter as per requested by customer.

3. Responsibilities of Parties

3.1 Customer and Service provider shall comply with the laws, rules, guidelines and/or regulations of the Nepal Telecommunications Authority (NTA).

3.2 Finding on not comply with laws, rules, guidelines and/or regulations of the NTA, Service provider shall stop the service being provided to the customer upon receiving the letter to do so from NTA.

3.3 Customer shall provide with copy of Company Registration, PAN Certificate, along with Citizen Certificate (should be of person having photo and signed in PAN Certificate).

3.4 Customer shall arrange medium (Micro wave, fiber etc) for LAMBDA/CAPACITY Connectivity at both end including the equipment that will be used for the customer along with compatible SFP to connect in equipment provided by service provider at different POD of service provider.

3.5 Other Terms and condition shall apply but shall inform to Nepal Telecommunications Authority (NTA) before agreement by Service Provider.

4. Valid of Agreement

The agreement will be valid till the date as mentioned above clause 1.2.

5. Termination of Agreement

Termination for the agreement shall be 30 (Thirty)days prior notice or as the last date stated in this agreement.

6. Miscellaneous

6.1 Neither party shall be liable for any breach of this agreement, where the breach is caused by a force of nature, civil disorder, military operations, acts or omissions of the government, industrial disputes of any kind (including that party's employees), that party's or its related or affiliated companies' compliance with an obligation under Law, acts or omissions of person for whom that party is not responsible or any other cause outside that party's

reasonable control If any disputes arise between customer and service provider, it shall be solved internally through mutual discussion.

- 6.2 Service provider shall not be liable for any claims for consequential or indirect damages (including loss of data, or damage to goodwill) suffered by customer, which are not within the control of service provider.
- 6.3 Customer should be fully responsible for the medium that has been brought to the service provider site. Service providers shall not be responsible for any kind of failure of the devices installed by Customer and downtime is excluded.
- 6.4 Customer should acknowledge of the downtime in written and should keep the log as agreed by both the parties.
- 6.5 Other Terms and condition shall apply as per mutual understand of both parties.

For and on behalf of
(Name of Network Service Provider)

Name:

Designation:

Email:

Contact no.

Date:

.....

Signature and Seal:

For and on behalf of
(Name of Customer)

Name:

Designation:

Email:

Contact no.

Date:

.....

Signature and Seal:

Witness,

Name:

Designation:

Email:

Contact no.

.....

Signature

Witness,

Name:

Designation:

Email:

Contact no.

.....

Signature

Annex-1

The rate for various Services is hereby agreed as follows;

Details of *LAMBDA Connectivity*

S. No.	Description		Span/Capacity Km/Mb	Rate/km/Mb Rs.	Amount Rs.	Detail	Remark
	From	To					
1						LAMBDA/ Capacity	Exclusive of VAT
2							
3							
4						LAMBDA/ Capacity	Exclusive of VAT
	Total (A)						Exclusive of VAT
	POD Rent (B)						Exclusive of VAT
	Total Amount(A+B)						Exclusive of VAT
	Total Monthly/Quarterly /Yearly Amount						Exclusive of VAT

Note:- For LAMBDA the unit will be km and for capacity the unit will be Mb.