

Agreement

Between

Kathmandu University Dhulikhel, Kavre

And

Mercantile Communications Pvt. Ltd.

For Providing Internet Service

Kathmandu University Dhulikhel, Kavre Nepal (hereinafter referred to as "KU") on one side and Mercantile Communications Pvt. Ltd., (hereinafter referred to as "MC"), on the other hereby into a contract on the following terms:

Article 1

"MC" will provide 2 Mbps Internet bandwidth to "KU".

This Contract will be effective for a period of 2 years, from ...*Feb 20-2013*...and valid till...*Feb-19-2015*.... It can be renewed on the agreement of both parties.

Article 2

Following are the services "MC" will provide under this contract:

Article 2.1 Allocate IP addresses from "MC" address pool.

Article 2.2 After "KU" ceases to subscribe to this service; IP address will be reallocated to "MC".

Article 3

MC Responsibilities:

Article 3.1 "MC" will provide the Internet BW to "KU".

Article 3.2 "MC" would give support for the link up



Article 4

Duration of Agreement:

- Article 4.1** This contract will be effective for a period of 2 years between "KU" and "MC".
- Article 4.2** "KU" will provide a written notice 90 days in advance to "MC" to terminate the contract before the expiry date.
- Article 4.3** "MC" will charge 50% on the monthly bandwidth price to "KU" for the remaining months of the contract from the month the contract gets terminated.

Article 5

Support Service:

- Article 5.1** "MC" will provide "KU" free support service during:

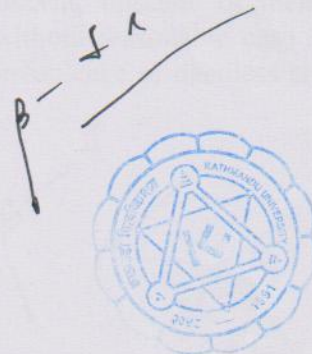
Sunday to Friday 09.30 - 17:30

Saturdays and public holidays 10.30 - 16:00

- Article 5.2** "KU" understands that the service may be disrupted to conduct maintenance or due to technical reasons beyond "MC's" control. An effort should thus be made and guaranteed, to forewarn client of any disruption of the services as when possible by the means of email and/or phone.

- Article 5.3** "MC" will not be responsible for the disruption of the service due to the failure of the international link at any time. However, "MC" will make all the effort to restore the link and bring the service back to normal.

CONNECT WITH
AMERCANTILE
COMMUNICATIONS PVT. LTD.



Article 6

Mode of Payment:

Article 6.1 Payment for the bandwidth will be made Monthly advance for the bandwidth, by "KU".

Monthly charge for the bandwidth:

Bandwidth speed (Mbps)	Cost of the bandwidth (NRs / month)
2/2Mbps	24,000.00

Note:

The above mentioned cost is Exclusive of VAT 13%.

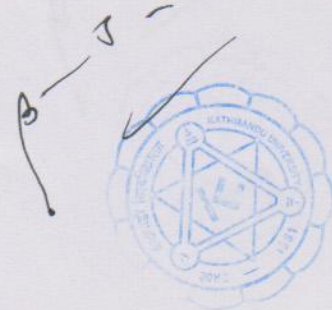
Bandwidth upgrade:

Article 9 "KU" shall inform upgrading its bandwidth by mail. Both the parties, "KU" and "MC" shall sign a new or amendment effecting from that date.

Article 10 Price for the upgraded bandwidth will be quoted according to the price structure of "MC" at that period, for the upgraded bandwidth.

Article 11 service may be disrupted to conduct maintenance. An effort will be made to forewarn "KU" of any disruption of the service whenever possible.

Article 13 The service may only be used for lawful purposes. Transmission / reception of any material in violation of any Nepalese law is prohibited. This includes, but is not limited to, copyright materials, material legally judged to be threatening or obscene or material protected by trade secret. This service may not be used for any unlawful purpose such as, but is not limited to, vice, gambling or other criminal purposes whatsoever nor for persistently sending / receiving from any person any message which is offensive on moral, religious, communal or political grounds, or is abusive or of any indecent, obscene or menacing character, or for persistently sending message without reasonable case or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person.



- Article 16** The user shall, when accessing any other network through the Services; comply with the rules appropriate for such other network.
- Article 17** The entire price quoted in this contract is exclusive of 13% VAT and other taxes. Any other tax, if applied by Government of Nepal, will also be charged to "KU".
- Article 18** Use of any other information obtained via the service is at your own risk. The service is not responsible for the accuracy or the quality of information obtained through the service.
- Article 19** In cases where there rises any doubt with regard to the contract, its accompanying documents, or the operation and maintenance work, it shall be settled by discussion between "KU" and "MC".



IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this agreement.

ACCEPTED:
FOR,
Mercantile Communications P. Ltd:

By: [Signature]
Name: AMOD PRATAP RANA
Title: MANAGER

Date: 20/02/013.

WITNESS,

By: [Signature]
Name: SHRISTI TULADHAK
Title: PROJECT MANAGER

Date: Feb 20 - 2013

Seal:



ACCEPTED:
FOR,
Kathmandu University, Dhulikhel

By: [Signature]
Name: Prof. Bhadra Koiri Tulad
Title: Registrar

Date: Feb. 20, 2013

By: [Signature]
Name: Shekhar P. Dnyana
Title: Manager

Date: Feb 20, 2013

Seal:

