

Service Level Agreement

This Service Agreement herein after referred as “**The Agreement**” between **Cloud Himalaya Pvt. Ltd.**, a company incorporated under the prevailing laws of Nepal, having its registered office at *Thapathali, Kathmandu, Nepal and Disaster Recovery Site at Itahari-9, Sunsari, Nepal* (hereafter referred to as “**Service Provider**”) and **Swarojgar Laghubitta Bittiya Sanstha** having its registered office at *Banepa, Nepal* (hereafter referred to as “**Customer**”) establishes a commitment is effective from 13th April 2025 for providing Virtual Private Server (hereafter “**Service**”) as detailed herein.

1. Definition

- a) “The Agreement” means joint covenant of the parties to fulfill roles and responsibility mentioned in the agreement
- b) “VPS Service” means Virtual Private Server provided to customer as per their server requirement.
- c) “Confidential Information” means any information disclosed previously or in the future by either party or the other party, directly or indirectly in writing, orally which is deemed as “Confidential”

2. Scope of Agreement

2.1 Scope of Service

The following Services are covered by this Agreement;

- Configuration as requested by the customer
- Default bandwidth, IP and Snapshot backup with the retention period of two days
- General Firewall Inspection
- Initial Setup and Configuration of VM
- 24/7 NOC dedicated NOC support

2.2 However, the following Scope will be added in the Service Scope on additional Charges;

- a. Web, App and Database Management
- b. Server Optimization
- c. Windows License
- d. Firewall Protection (IPS/IDS, Antitbot, URL Filtering)
- e. Email Server Setup
- f. SSL

2.3 Exclusions

- a. Issues in relation to third party service provider
- b. Any license, software is not the responsibility of the service provider.

3. Responsibility of Customer:

3.1 Payment terms

- Customer must fulfill the payment mentioned in the commercial terms in Annex 1 on timely basis.
- If the customer defaults on a payment, the Service Provider will have the right to suspend the contract for services until the amount in arrears has been paid. In this case loss of data cannot be ruled out.

4. Information

- 4.1 Provide accurate information to Service Provider and update that information as necessary. The customer must notify the Service Provider when any contact changes, provide a new contact person and contact information
- 4.2 Only the contacts provided will be acknowledged in the tickets. Please provide the contacts in **Annex 4**.
- 4.3 Customer need to provide emergency contact number of at least two people from IT Department and one person from Accounts department.
- 4.4 The customer shall adhere with Government Regulations and Compliance. Every Data hosted by customers must be in legal and regulatory compliance

5. Service Availability

- 5.1 The Service Provider will make the service available 24x7X365 days
- 5.2 Scheduled maintenance will be performed during the night time without affecting the business. Service Provider will follow change approval process. Any change that impacts the data center availability will be carried out with the approval from customers minimizing the schedule down time, and will be communicated by email or by phone 3 business days before the outage.

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- 5.3 Service Provider will communicate unplanned outages as time permits, to the first available Customer contact by phone or, if unavailable, email

6. Customer Requirements

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

- 6.1 Within 30 minutes for issues classified as **Critical** Priority
- 6.2 Within 2 hours for issues classified as **High** Priority
- 6.3 Within 4 hours for issues classified as **Medium** Priority
- 6.4 Within 7 hours for issues classified as **Low** Priority
- 6.5 Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

For the issues to be labelled as Critical, High, Medium and Low Priority please refer to the **Annex2**. For support matrix please refer to **Annex3**.

7. Duration and Termination

- 7.1 This Agreement is concluded for a period of five (5) years tacitly from the date of service commencement and indefinitely renewable.
- 7.2 Customer will inform Service Provider One (1) months in advance of decommissioning VPS server and intent to leave this agreement.

8. Confidentiality

- 8.1 Both the parties agree to maintain the confidentiality of the Service and Service Contract.

9. Settlement of Dispute

- 9.1 Both parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms of arbitration.

10. Applicable law

- 10.1 The laws applying and arbitration process of Nepal apply to this agreement. Each party must comply with all relevant laws and each party irrevocably submits to the exclusive jurisdiction of the courts of Nepal.

11. SLA Exclusions

The Service Level Agreement does not apply on the following conditions;

- Features or Services not mentioned from the SLA
- Errors caused by factors outside Service Providers reasonable controls
- Error caused due to software or third-party software or hardware or both
- Issues caused due to abuses or other behaviors that violate the Agreement

12. Force Majeure

- Either Party Shall be excused from performance to the extent that it is prevented from performing as a result of any act and/or event which occurs and that is beyond the non performing party's reasonable control including without limitation: (i) acts of God;(ii) War: (iii)weather; (iv) utility of telecommunications outage; (v) unrest or riot or (vi) any action of a governmental entity, provided that the such nonperforming party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such force majeure

13. Additional Clauses

- 13.1 Service Provider will use Customer's reference for marketing purpose
- 13.2 The Customer bears sole responsibility to comply and adhere with Government regulation and compliance. Every Data hosted by customers/customers must be in legal and regulatory compliance. Service Provider cannot be held accountable and responsible for illegal activities carried from the server or any application hosted by customer.

Annex 1

Commercials

The Charges applicable per month is detailed below;

S.N	vCPU	RAM	Storage (GB)	IP	Bandwidth Mbps	OS	Cost / month
1	8	8	512		1	Ubuntu 22.04	12,231
Total							12,231

Resource Increment cost

Requirement	Cost per Month (Nrs)
Per Vcpu	800
Per GB RAM	220
Per GB Storage	15
Per Mbps Bandwidth	1000

Notes:

- The payment excludes all Taxes (direct and Indirect) and Duties levied by Government of Nepal, and is subjected 13% VAT.
- Snapshot backup with interval of 8 hrs included in the cost with the retention period of two (2) days.
- Additional bandwidth will be charged on per Mbps requirement.
- The above mentioned quote is subjected to increase by 10% in every two (2) years.
- The customer agrees to pay service fee to the service provider three (3) months in advance, and should be made within 7 days of the issuance of invoice.
- If the customer pays twelve months' payment in advance, only eleven months' payment will be required.
- Service provider agrees to change or upgrade the version of OS as required by the customer.
- Any additional requirement will be charged accordingly.
- Additional scope as per Section 2.2 will be charged based on the service subscription.

Annex 2

Critical	High	Normal	Low
VPS Down	VPS not accessible	VPS Creating	Providing server detail
Providing remote console	VPS Restart	Package Installation	Providing image of client device
Link Verification	Taking Snapshot	Creating Monitoring portal	
Restarting VPS Server	Snapshot Revert back	RAM, CPU Upgradation	
	Backup Revert back	DNS record	
	License renew	Shared Hosting	
	Disk Management	Port Open	
	Resetting password	OS reinstall	
	VPS slow		

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Annex 3

Level	Position	Phone	E-mail
L1	NOC	9801249899, 01-4101614	noc@cloudhimalaya.com
L2	NOC	9801249898	noc@cloudhimalaya.com
L3	Marketing	9802300610	marketing@cloudhimalaya.com

Annex 4

S.N.	Name	Position	Phone number	E-mail Address
1.	Niroj Prasad Poudel	CFO	9801977210	poudelniroj05@slbbl.com.np/ Info@slbbl.com.np
2.	Krishna Prasad Duwadi	Head of IT Department	9801977200	Krishnaduwadi@slbbl.com.np
3.	Anup Gelal	IT Department	9801977275	support@slbbl.com.np

The parties of the agreement are:

On behalf of

Cloud Himalaya Pvt. Ltd.

On behalf of

Swarojgar Laghubitta Bittiya Sanstha Ltd.

.....
Mr. Rijay Maharjan
Marketing Officer
4/13/2025

.....
Mr. Manoj Krishna Uprety
Chief Executive Officer
4/13/2025