

SERVICE AGREEMENT

This Agreement is made on XX/XX/XXXX, between [Your institution name] , located at New Baneshwor Kathmandu, represented by [Full Name], [Your position at institute] (hereinafter referred to as the "Client"), with PAN No. [e.g. 12345678], and Tuki Soft Pvt. Ltd., located at Sundar Marga 09 Pokhara Kaski Nepal, represented by Er. Surya Prakash Poudel, CEO (hereinafter referred to as the "Vendor"), with PAN No. 610247219. This Agreement pertains to the installation and provision of a Learning Management System (LMS) web portal and mobile application.

Terms and Conditions

1. Modification and Error Resolution:

The Vendor agrees to promptly address necessary modifications and errors within the LMS web and mobile application based on feedback and error reports provided by the Client.

2. Payment and Pricing:

The total cost of the web & mobile application is set at **Rs 3,00,000/-** (In words: Three Lakh Rupees Only).

Payment Schedule:

40% Upfront:

- Amount: Rs 1,20,000/- (One Lakh Twenty Thousand Rupees Only)
- Due: Upon signing the agreement

30% After Web Launch:

- Amount: Rs 90,000/- (Ninety Thousand Rupees Only)
- Due: Upon successful launch of the web application

20% After Android App Launch:

- Amount: Rs 60,000/- (Sixty Thousand Rupees Only)
- Due: Upon successful launch of the Android application

10% After iOS App Launch:

- Amount: Rs 30,000/- (Thirty Thousand Rupees Only)
- Due: Upon successful launch of the iOS application

3. Error Resolution and Responsibility:

The Vendor shall take responsibility for debugging and maintaining the software.

4. Training:

The Vendor shall provide comprehensive training to the Client's staff for proficiently operating and managing the LMS web & mobile application.

5. Data Security:

The Vendor acknowledges and commits to upholding stringent data security measures within the LMS web & mobile application. Both Parties acknowledge the sensitive nature of educational data and pledge to implement robust safeguards to prevent unauthorized access, data breaches, and other security vulnerabilities.

6. Service Provision:

The Vendor commits to offering necessary online and offline support services without any additional charges.

7. Server and Hosting:

Initial renewal charges for server and hosting services are established at Rs 19,210 per annum. It's essential to recognize that the storage needs of the LMS platform may develop over time. Should the LMS platform require supplementary storage beyond the initial allocation, the renewal charges for server and hosting services will be flexibly recalibrated. These adjustments will be collaboratively determined by both Parties, grounded in the precise project requisites as specified by the Client.

8. Third-Party Integration:

The Client hereby consents to assume supplementary expenses associated with third-party integrations beyond Bunny Net, eSewa, Khalti and Nepal Pay at the stipulated rate of Rs 960.00 per hour, as outlined in the system development support agreement. Additionally, the Client recognizes the possibility of incurring extra costs related to third-party subscriptions, licenses, and setup. The Vendor and Client commit to working collaboratively to identify and implement viable solutions that align with the budgetary constraints.

9. Modification and Additional Charges for Third-Party Integration:

Any modifications or additions to the LMS platform necessitated by the integration of third-party systems shall be subject to additional charges. The scope of such modifications and the corresponding charges shall be agreed upon through mutual understanding between the Client and the Vendor. Both parties acknowledge that the nature and scope of these modifications may lead to varying charges.

10. Annual Maintenance Charge:

The Vendor shall provide comprehensive Annual Maintenance Services for the LMS platform. This service includes error debugging, problem-solving, technical support, and regular database backups. To cover the cost of these essential services, an Annual Maintenance Charge Rs. 39,550 shall be applied annually.

The Annual Maintenance Charge shall ensure the continued optimal performance and reliability of the LMS platform. The Vendor commits to promptly addressing any technical issues, errors, or glitches that may arise during the platform's operation.

11. Renewal and Payment:

The Annual Maintenance Charge shall be renewed annually, one year from the date of project completion and handover of the web LMS and Android application. The Client shall receive an invoice for the Annual Maintenance Charge prior to the renewal date. The Client agrees to make the payment within the stipulated time to ensure the uninterrupted provision of maintenance and support services.

12. Modification of Annual Maintenance Charge:

Any modifications to the Annual Maintenance Charge in subsequent years shall be determined through mutual agreement between the Client and the Vendor. The Vendor shall provide advance notice of any proposed changes in the Annual Maintenance Charge to the Client.

13. Modifications and Additions:

Any modifications or additions to the LMS web & mobile application, necessitated by changes in project requirements, shall incur an additional cost. The scope of such changes and associated costs shall be agreed upon through mutual understanding between the Client and the Vendor. These additional charges will be determined based on a comprehensive cost estimation of the new requirements. It is acknowledged that the nature and complexity of the modifications may lead to varying charges.

14. Term and Termination

14.1 Term: This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless terminated earlier in accordance with the terms of this Agreement. The Agreement will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

14.2 Termination for Convenience: Either party may terminate this Agreement for convenience upon sixty (60) days' written notice to the other party.

14.3 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (3) days after receipt of written notice specifying the breach.

15. Project Timeline:

The Vendor commits to completing and delivering the project within an estimated duration of 42 working days, excluding public holidays. The project development will commence from the date the first instalment of the advance payment is received. If the Vendor encounters any significant issues during project development, they will notify the client to request an extension of the working days required for completion.

16. The vendor shall ensure full privacy of the client's data and shall not in any way share any confidential information with any other individual or organisation.

17. Budget Adjustments:

Alterations to the estimated project budget can be made only through mutual consensus between both parties.

18. Both Parties agree the exclusive information shared by either Party will not be shared, used or implemented for any of its clients or projects.

19. Data Migration:

19.1 Scope of Data Migration:

The Vendor agrees to facilitate the migration of existing data relevant to the LMS platform. This includes but is not limited to user profiles, course content, and any other pertinent information necessary for the seamless operation of the LMS web & mobile application.

19.2 Data Integrity and Accuracy:

The Vendor shall take all reasonable measures to ensure the integrity and accuracy of the data migrated to the LMS platform. Both parties recognize the critical importance of maintaining data consistency during the migration process.

19.3 Collaborative Planning:

The Client and the Vendor shall collaborate to develop a comprehensive plan for data migration. This plan shall outline the specific data sets to be migrated, the migration timeline, and any potential downtime or disruptions to normal operations.

19.4 Data Backup:

Prior to the commencement of data migration, the Vendor shall perform a complete backup of the existing data. This backup will serve as a safeguard in case of unforeseen issues during the migration process.

19.5 Post-Migration Support:

Following the completion of data migration, the Vendor commits to providing necessary support to address any issues related to data integrity or functionality. This support shall be included as part of the overall service provision outlined in this Agreement.

19.6 Additional Charges for Complex Migrations:

In the event that the data migration process becomes more intricate than initially foreseen, necessitating additional time or resources, both parties concur that charges for the extra time or resources will be determined based on the established hourly rate of Rs 960, as detailed in section 21.2 of the agreement for system development support.

19.7 Data Migration Completion:

The Vendor shall notify the Client upon the successful completion of the data migration process. Both parties shall conduct a thorough review to confirm the accuracy and completeness of the migrated data.

20. Server or Service Downtime:

20.1 Notification of Downtime:

In the event of server or service downtime, the Vendor agrees to promptly notify the Client of the issue, indicating the nature and expected duration of the downtime. Notification shall be provided through agreed-upon communication channels, including but not limited to email or a dedicated notification system.

20.2 Diligent Response:

The Vendor commits to expeditiously address and rectify server or service downtime issues. The Vendor shall allocate necessary resources and expertise to minimize the duration of the downtime, with the goal of restoring normal operations as swiftly as possible.

20.3 Communication During Downtime:

During periods of server or service downtime, the Vendor shall maintain transparent and regular communication with the Client. This includes providing timely updates on the progress of issue resolution and estimated time to restoration of services.

20.4 Compensation for Extended Downtime:

If downtime surpasses a threshold of 120 minutes, both parties commit to engaging in discussions, and if deemed necessary, negotiating compensation for the Client. Such compensation may be structured in the form of service credits or any other mutually agreed-upon remedies.

20.5 Preventive Measures:

The Vendor shall implement proactive measures to prevent and minimize instances of server or service downtime. This includes regular system maintenance, monitoring, and implementing industry best practices for ensuring system availability.

20.6 Force Majeure Considerations:

Both parties acknowledge that certain events, such as acts of nature, cyber-attacks, or other unforeseen circumstances, may result in downtime that is beyond the control of the Vendor. In such cases, the Vendor shall make reasonable efforts to mitigate the impact and promptly restore services.

20.7 Documentation of Downtime Events:

The Vendor agrees to maintain accurate records of all downtime events, including their causes, duration, and resolutions. These records shall be made available to the Client upon request for review and analysis.

20.8 Continuous Improvement:

In the spirit of continuous improvement, both parties commit to collaboratively review and assess the causes of downtime events. Recommendations for preventing similar incidents in the future shall be considered and implemented as appropriate.

21. System Development Support in Production:

21.1 Scope of Support:

If the Client requires additional system development support in the production environment beyond the scope defined in this Agreement, the Vendor may provide assistance. This support may include troubleshooting, bug fixes, minor enhancements, or other development-related tasks necessary for the continued optimal performance of the LMS platform.

21.2 Hourly Rate for Development Support:

The hourly rate for system development support in production is set at Rs 960/hour. The Client acknowledges that the invoiced amount will be determined based on the actual hours worked by the Vendor's development team to address the specific support requests.

21.3 Request and Approval Process:

When the Client identifies the need for additional system development support, a formal request shall be submitted to the Vendor. The request should outline the nature of the support required and any relevant details.

21.4 Estimation and Approval:

Upon receiving the request, the Vendor shall provide a detailed estimation of the time required to address the support needs. The Client will review the estimation and approve it before any development work begins.

21.5 Hourly Rate Adjustment:

The hourly rate outlined in this Agreement for system development support is subject to periodic review. Throughout the initial two-year term of this Agreement, the hourly rate will be fixed at Rs 960 per hour, as delineated in section 21.2. Following the initial two-year period, any adjustments to the hourly rate will be promptly communicated to the Client, providing ample notice for transparency and mutual understanding.

21.6 Invoicing and Payment:

Invoices for system development support in production will be issued based on the actual hours worked by the Vendor's development team. The Client agrees to make the payment within the stipulated time mentioned in the invoice.

21.7 Documentation of Support Activities:

The Vendor shall maintain detailed records of all support activities, including the nature of the request, time spent, and actions taken. These records shall be made available to the Client upon request for transparency and review.

21.8 Limitation of Support:

This system development support in production is limited to tasks directly related to the LMS platform's functionality. It does not cover major feature additions, redesigns, or extensive development efforts, which shall be subject to a separate agreement.

22. Both parties undertake not to use the information for any purpose, other than for the purpose of considering collaboration, without obtaining written agreement.

23. The vendor shall ensure full privacy of the client's data and shall not in any way share any confidential information with any other individual or organisation.

24. Confidentiality

24.1 Confidential Information: Each party agrees to keep confidential all information disclosed by the other party designated as confidential or that should be understood to be confidential.

24.2 Exclusions: Confidential Information does not include information that is (a) already known to the receiving party without breach of this Agreement, (b) publicly available through no fault of the receiving party, (c) rightfully received from a third party without obligation of confidentiality, or (d) independently developed by the receiving party.

24.3 As part of the implementation, we have incorporated security measures to prevent screenshot capture, screen recording, and content download using third-party applications. While these measures significantly enhance content protection, it is acknowledged that in exceptional cases, or through the use of advanced third-party software, these security protocols may be bypassed. Should such issues arise, we commit to promptly finding a solution and, if necessary, filing a case for such unauthorized activity to protect our interests and maintain the integrity of our security framework.

25. Intellectual Property

25.1 Ownership: The Service Provider retains all rights, title, and interest in and to the LMS, including all intellectual property rights. This Agreement does not grant the Client any rights to the LMS source code.

25.2 Client Data: The Client retains all rights, title, and interest in and to any data uploaded to the LMS. The Service Provider shall not use Client data for any purpose other than providing the services described in this Agreement.

25.3 For client data backup, we will offer a download feature for you to store backups locally on your device. If you prefer automatic backups managed by the vendor, an additional cost will apply.

26. The web platform features both a user portal for learning and a CMS for administration, while the mobile application is designed exclusively for users. Videos will be stored using a third-party service, specifically Bunny.net, which will handle video streaming functionalities.

27. Miscellaneous

27.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Nepal Government, without regard to its conflict of laws principles.

27.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

27.3 Amendments: This Agreement may be amended only by a written agreement signed by both parties.

27.4 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

27.5 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by mail, email, or fax to the respective addresses of the parties set forth above.

27.6 No Waiver: The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision or any other rights or provisions of this Agreement.

28. **Appendix A:** Quotation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Client:
Signature: _____
Name: [Your full name]
Title: [Post]
[Email:\[Email\]](#)
Date: _____

Witness:
Signature: _____
Name: [Full Name]
Title: [Post]
Email: suruchi.gyanpunj@gmail.com
Date: _____

Vendor:
Signature: _____
Name: Er. Surya Prakash Poudel
Title: CEO
[Email:poudel.surya98@gmail.com](mailto:poudel.surya98@gmail.com)
Date: _____

Witness:
Signature: _____
Name: Budhi Raj Gurung
Title: Senior Front End Developer
Email: rajbuddhi496@gmail.com
Date: _____

Appendix A: QUOTATION

Tuki Soft Pvt. Ltd.
Info@tukisoft.com.np
9806615716,9846513373
Sundar Marga 09 Pokhara Nepal

Subject: *E-Learning Platform Development*

Project Overview:

We are pleased to present our proposal for the development of a comprehensive in-house e-learning platform tailored to meet the diverse needs of educational institutions and organizations. Our platform will encompass a range of features designed to enhance the learning experience, ensure efficient course management, and facilitate seamless interaction between students and instructors.

Platform Features:

1. Online Courses:

- Comprehensive course catalog with diverse subjects.
- User-friendly course navigation and accessibility.

2. Video Lectures:

- High-quality video content delivery.
- Support for various video formats and resolutions.

3. Live Classes:

- Real-time interactive classes with chat and Q&A functionalities.
- Integration with popular video conferencing tools.

4. Live Exams:

- Conduct live, timed exams with automated grading.
- Proctoring options to ensure exam integrity.

5. MCQs/Mock Tests:

- Extensive question banks with customizable MCQs.
- Timed mock tests for practice and assessment.

6. Assignment Management:

- Easy assignment creation, submission, and grading.
- Feedback and revision tracking.

7. Video Streaming:

- Secure and scalable video streaming capabilities.
- Offline viewing options for uninterrupted learning.

8. Activity Tracking:

- Detailed tracking of student activities and engagement.
- Insights into learning patterns and progress.

9. Progress Reports:

- Automated generation of detailed progress reports.
- Customizable reporting metrics and formats.

10. Certificates:

- Issuance of digital certificates upon course completion.
- Customizable certificate designs.

11. E-Library:

- Access to a vast collection of digital resources.
- Search and filter functionalities for easy resource location.

12. Exam Results:

- Instant results and detailed performance analysis.
- Historical result tracking for continuous improvement.

13. Offline Video/PDF:

- Downloadable content for offline access.
- Compatibility with various devices and formats.

14. Push Notifications:

- Real-time notifications for updates and reminders.
- Customizable notification settings.

15. Digital/Manual Payments:

- Secure payment gateways for digital transactions.
- Options for manual payment processing.

16. Share & Earn:

- Referral programs to incentivize platform promotion.
- Track and manage referral earnings.

17. User-Friendly Interface:

- Intuitive and responsive design for easy navigation.
- Accessibility features for inclusive education.

18. Notice/Blogs:

- Integrated blogging platform for news and updates.
- Announcement sections for important notices.

19. Drip Content:

- Scheduled content release to manage learning pace.
- Customizable drip schedules.

20. High Security:

- Advanced security protocols to protect user data.
- Regular security audits and updates.

21. Dashboard:

- Comprehensive dashboard for administrators and instructors.
- Real-time analytics and performance metrics.

22. Android/iOS App:

- Fully functional mobile applications for Android and iOS.
 - Synchronization with the web platform.
- 23. CMS (Content Management System):**
- Robust CMS for content creation and management.
 - User roles and permissions for content control.
- 24. DRM Content:**
- Digital Rights Management to protect intellectual property.
 - Secure distribution of digital content.
- 25. Custom Enrollment:**
- Flexible enrollment options for courses and programs.
 - Group and individual enrollment management.
- 26. Teacher-Student Interaction:**
- Enhanced interaction tools for effective communication.
 - Private messaging regarding purchasing course.
- 27. Group Enrollment:**
- Bulk enrollment options for institutions and organizations.
 - Group progress tracking and management.
- 28. Email Notifications:**
- Automated email notifications for updates and reminders.
 - Customizable email templates.
- 29. Question Bank:**
- Question bank categorization

Technical Specifications:

- **Storage:**
 - **Server:** Shared Storage
 - **Video Storage:** Bunny Net with 100GB \$3 USD per month for streaming.
 - **PDF File/Note Storage:** Google Drive.
- **Technical Stack:**
 - **Backend:** PHP Laravel, MySQL.
 - **Frontend:** HTML, Bootstrap, JS, jQuery, Ajax, Flutter dart
 - **User Authentication:** SMS/Gmail OTP.
 - **Push Notification:** Google Firebase

Quotation:

Total Project Cost: Rs. 3,00,000

Renewal Charges:

- **Server:** Rs. 16,950
- **Domain:** Rs. 2,260
- **LMS Annual Maintenance Charge:** Rs. 39,550

Additional Costs:

- **Video Storage/Streaming:** Additional charges applicable.
- **Payment Integration:** Free for local payment gateway integration.
- **Additional Features:** Rs. 960 per hour for development.

Support Services:

Our dedicated support system ensures the smooth operation and continuous improvement of your e-learning platform. The following support services are included:

24/7 Help Desk:

- Access our round-the-clock help desk for any technical issues or queries.
- Ticketing system to track and manage support requests.

Live Chat Support:

- Real-time assistance through live chat for immediate issue resolution.
- Available during business hours with extended support upon request.

Knowledge Base:

- Comprehensive online repository of articles, guides, and FAQs.
- Regularly updated to cover common issues and best practices.

On-Demand Technical Support:

- Access to our technical team for troubleshooting and issue resolution.
- Customizable support plans based on your specific needs.

Performance Monitoring:

- Continuous monitoring of platform performance.
- Proactive issue identification and resolution.

Regular Updates:

- Periodic updates to ensure the platform is running on the latest version.
- Security patches and feature enhancements.

Support Pricing:

- **Standard Support Package:** Included in the LMS Annual Maintenance Charge (Rs. 39,550).
- **Premium Support Package:** Customizable based on additional requirements, priced at Rs. 960 per hour.

This quotation includes full development, testing, deployment, and a 12-month maintenance period post-launch. Any additional customization or extended support will be subject to further discussion and agreement.

We look forward to partnering with you to create a state-of-the-art e-learning platform that meets the highest standards of quality and innovation.

Note: 13% VAT will be applied at the time of payment in addition to the given rates, which include all other applicable taxes.

Contact Information:

- **Name:** Er. Surya Poudel
- **Title:** CEO
- **Email:** poudel.surya98@gmail.com/info@tukisoft.com.np
- **Phone:** 9806615716/9846513373