

Service Agreement Form for Digital Signage

This Service Agreement Form (SAF) outlines the terms and conditions between Pakistan Mobile Communications Limited (PMCL) and its customers for Digital Signage (herein after referred to as Product). **Digital signage** encompasses hardware solutions for both **indoor and outdoor** environments to enable effective communication with the targeted audiences in order to attract, inform, educate, and engage your audience, ultimately driving sales and enhancing customer satisfaction.

Inclusions:

1. **Hardware Specifications:** Screen resolution, brightness, durability (indoor/outdoor capabilities), and energy efficiency standards. PMCL ensures timely hardware replacement and maintenance under warranty if specified in Order Form
2. **Connectivity and Software:** Reliable network compatibility, remote monitoring features, and secure access for data protection.
3. **Installation & Support:** Installation services, ongoing support and troubleshooting

Exclusions:

1. **Force Majeure (as defined in the Master Agreement) Events:** Events like natural disasters, government actions, or power outages beyond the provider's control.
2. **Customer Equipment or Network Failures:** Issues arising from the customer's network, hardware, or other equipment.
3. **Unauthorized Modifications:** Damage or service interruption due to unauthorized customer modifications or misuse.
4. **Third-party Service Disruptions:** Delays or failures caused by third-party providers, such as internet or power providers.

Product Delivery Process

The process of availing the Product is as follows:

- a. The Customer shall agree to the proposal submitted by PMCL via email or Pakistan Mobile Communications Limited's (PMCL) Self Service Portal and shall accordingly issue a Purchase Order ("PO") to PMCL's authorized representative.
- b. After issuance of a PO Customer will e-sign the Order Form that will be sent via a system-generated email and can be approved by Customer on Self Service Portal.
- c. After acceptance of Order Form PMCL shall itself or via its sub-contractor(s) will deliver the Product to Customer according to timelines & terms stipulated in Order Form.
- d. After or before the Product is delivered the Customer will be invoiced as per agreed timelines in the Order Form.

Service Termination by PMCL

Without limiting the generality of any other clause in the Master Agreement or this Service Agreement Form, PMCL may withhold the Product delivery or confiscate the Product installed at Customer's premises or terminate the provision of the Product under this SAF immediately by notice in writing if:

- a. The Customer has provided PMCL with false or misleading information or the Customer has not provided PMCL with any information that we have reasonably requested for the purposes of this Contract
- b. The Customer's nominated payment method is refused or dishonored, or the Customer fails to pay the amount specified within fourteen (14) days of the due date.
- c. The Customer is using the Product for unlawful purposes.
- d. The Customer has breached any provision of the Contract
- e. It is required under any regulatory or emergency
- f. The operations, security or efficiency of a Product is impaired by Customer's use of Product

Product Cancellation by Customer

The ownership of the Product will be transferred to the Customer once the Product has been delivered and all payments therefor have been cleared including any deferred installments. The Customer cannot cancel the order of the Product after e-signing of Order Form.

Incase Customer discontinues use of the Product it will be liable to pay all Charges/Prices including any unbilled amounts which were originally payable for the Product had the Customer continued its use.

Billing

PMCL may bill the Customer for:

- a. recurring or fixed charges in advance;
- b. variable charges, in arrears, including but not limited to additional hardware components.
- c. installation or set-up charges, before installation occurs or decommissioning charges; or
- d. any equipment the Customer purchases from us, on or after delivery;

Bills may include charges from previous billing periods where these have not been remitted. If Product is purchased on installment model and is discontinued by Customer prior to end of installment tenure (or by PMCL due to the Customer's breach of the Agreement), PMCL shall be entitled to charge early termination charges as mentioned hereinabove, and PMCL will not refund any Charges/Prices already paid by Customer.

Service Level

The following Service Level calculation methodology will apply:

We deliver the Product to the Customer's doorstep and may offer installation support if mentioned in Order Form. The delivery timelines stipulated in the Order Form shall be

applicable. Service level commitments provided to Customer that are extended by any OEM will be made part of the Order Form

Service Level Exclusions

The following will be excluded from the calculation of Qualifying Outage Minutes:

Interruptions resulting from force majeure (as defined in the Master Agreement) events beyond the PMCL's control, including but not limited to natural disasters, government actions, or power outages.

PMCL is not responsible for issues arising from the Customer's negligence or misuse of equipment, or for damage caused by unauthorized modifications or misuse by the Customer, or any issue the cause wherefor is attributable to an act or omission of the Customer's.

Delays or failures caused by third-party service providers, such as freight carrier

Maintenance & Warranty

PMCL will not be responsible for the maintenance of the Product after delivery, unless specified otherwise in Order Form. However, hardware issues may, at PMCL's sole discretion, be accommodated to in the following warranty coverage:

1. **Initial Warranty:** The Product comes with a complimentary 1-year warranty covering any manufacturer defects and hardware failures.
2. **Extended Warranty:** After the first year, customers may purchase extended warranty coverage at a rate defined in Order Form. This extended warranty ensures continued support for repairs and maintenance, promoting optimal performance and longevity of the screens.
3. **Customized Terms:** Warranty terms may be tailored based on specific Customer requirements. Such terms shall be captured in Order Form.