

## MASTER AGREEMENT FOR Garaj Services & Products

**THIS MASTER AGREEMENT FOR GARAJ SERVICES & PRODUCTS** (the “**Master Agreement**”) is made and entered on the \_\_\_\_ day of \_\_\_\_\_ (the “**Effective Date**”) at Islamabad.

Customer Details	
Authorized Representative Name	
Authorized Representative Signature	
Authorized Representative Designation	
Authorized Representative Email	
IP Address	
Master Agreement E-Signing Timestamp	
Browser	
Registered Office Address	

This is a digitally accepted contract and doesn't require countersignatures by **PMCL**

**PAKISTAN MOBILE COMMUNICATIONS LIMITED**, a company duly registered and incorporated under the Companies Ordinance, 1984 and existing under the laws of Pakistan, with its registered office at 1-A, Digital Headquarters 1, 1-A Kohistan Road, F-8 Markaz, Islamabad ( hereinafter referred to as “**PMCL**” which expression, unless repugnant to the context, shall mean and include its administrators, authorized representatives, successor-in-interests and permitted assigns) of the First Part; and The Customer (being an entity subscribing to PMCL for the provision of Garaj Services & Products) agree that by accessing PMCL Garaj Services & Products, you (hereinafter referred to as “**Customer**” which expression, unless repugnant to the context, shall mean and include its administrators, authorized representatives, successor-in-interests and permitted assigns) of the Second Part.

each a “**Party**” or together “**the Parties**”.

#### Whereas

- 1) PMCL is duly licensed by the Pakistan Telecommunication Authority under the Pakistan Telecommunication Act 1996, to sell the Products and provide the Services in Pakistan;
- 2) The Customer is desirous of purchasing and making use of the Garaj Products & Services for the Subscription Term as detailed in the applicable Service Agreement Form and/or Order Form and PMCL is desirous of selling and making available to the Customer the Garaj Products & Services in terms of this Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

#### 1. DEFINITIONS

- (a) “**Applicable Laws**” means all laws, statutes, orders, rules, provisions, procedures, regulations, directives, and guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, including Compliance provisions defined in Clause 13 (b) of this Master Agreement.
- (b) “**Charges**” shall mean the charges as shall be payable by the Customer in terms of this Agreement as specified in Order Form hereto;
- (c) “**Customer Authorized Representative**” or “**Authorized Representative**” is an individual duly authorized by the Customer to register on the Self Service Portal on behalf of the Customer and to act as its appointed agent.
- (d) “**Customer Account**” shall mean an account created digitally by Authorized Representative on Self Service Portal against the email address of the Authorized Representative in use for official communication on behalf of Customer.

- (e) “**Communication channels**” are the means through which PMCL may communicate OR interact with its customers/ end users. It may include all popular Digital Channels such as (WhatsApp , SMS, Email & Social Media) Face to Face or written channels can be used to send important messages, announcements & product updates.
- (f) “**Garaj Services & Product(s)**” means and includes all Product(s) and/or Service(s) ordered by Customer through a Purchase Order and/or Service Order Form to which this Agreement applies;
- (g) “**Order Form**” means an ordering document signed by both Parties and incorporating the terms of this Agreement by reference that specifies the respective Garaj Services and Products purchased/subscribed by the Customer, the pro-forma of which is set out in Annex B of this Agreement. The format of the Order Form may vary for each Product/Service;
- (h) “**Product(s)**” means and includes inter alia such equipment ordered by the Customer pursuant to any Order Form issued under this Agreement;
- (i) “**SAF**” shall mean Service Agreement Form(s) (“SAF”);
- (j) “**Service(s)**” means such services as are ordered by the Customer pursuant to a Purchase Order or/and an Order Form issued under this Agreement, including but not limited to business line, field force management, filed forms, Samsung Knox MDM solution, cloud services, cybersecurity services and/or other enterprise solutions, and support or related services provided by PMCL
- (k) “**Service Charge**” shall mean the service charges payable by the Customer to PMCL, to provide an improved experience to the Customer through support services or related services. PMCL shall serve a seven (07) day advance notice to the Customer before imposing service charges on the Customer in advance, or in arrears”
- (l) “**Solution Term**” shall mean the term of the relevant Order Form
- (m) “**Self Service Portal**” is a web portal against the domain garajcloud.com where customer can view the listed Products & Services, can register itself to view issued invoices and perform other activities detailed in SAF(s).

#### 2. STRUCTURE OF AN AGREEMENT

- (a) An “**Agreement**” comprises:

- (i) SAF
  - (ii) the terms and conditions of this Master Agreement;
  - (iii) Order Form for the relevant Product and/or Service; and
  - (iv) All Annexures
- (b) If any of the documents referred to in Clause 2(a) are inconsistent with any others, then the documents will prevail in the order set out in Clause 2(a) to the extent of the inconsistency.
- (c) Each SAF in conjunction with Order Form(s) forms a separate agreement between the Parties. Except as expressly provided under this Master Agreement, breach of each SAF and respective Order Forms(s) shall not be regarded as a breach of this Master Agreement.
- (d) The Parties, in consideration of their respective covenants, agree that this Master Agreement shall serve as the general terms and conditions which govern the overall scope of the relationship between PMCL and the Customer, and as a framework for entry by the Parties into a separate SAF pursuant to which PMCL shall render specific Garaj Services and Products to the Customer.
- (e) For the avoidance of doubt, subject to Applicable Laws, the terms and conditions of each Agreement prevail over any inconsistent terms or conditions contained in, or referred to in, each Party's purchase order, quotation, confirmation of order, specification or other applicable document, or implied by law, trade custom, practice or course of dealing.

### **3. PROVISION OF GARAJ SERVICES AND PRODUCTS**

- (a) To request a Product and/or Service, the Customer must duly sign an Order Form in relation to the specific Product and/or Service to PMCL, in the form available on Self Service Portal or provided by authorized representative of PMCL. Each SAF once signed electronically by Customer, shall constitute a separate agreement for that Service.
- (b) Upon the execution of a Service Agreement Form and/or an Order Form(s) between the Parties, PMCL shall provide the relevant Product and/or Service to the Customer and the Customer agrees to acquire the relevant Product and/or Service from PMCL, for the Solution Term, at the Charges and on the terms set out or referred to in the Agreement, SAF, this Master Agreement and the relevant Order Form for that Product and/or Service.
- (c) This Agreement and PMCL does not give rise to any support functions, after-sale services or warranty claims in favour of the Customer against PMCL in regards to the Products, unless specified otherwise

in SAF or Order Form. In such circumstances, the Customer shall directly approach the manufacturer of the Products in order to avail appropriate support services.

### **4. PRICING AND BILLING**

- (a) The Customer shall pay the Charges as consideration for the provision of the respective Garaj Services and Products as provided in the relevant Order Form in accordance with the terms noted therein.
- (b) PMCL shall issue an invoice for the Charges on a monthly basis or as provided in the relevant Order Form. The Customer must pay all invoices in full within thirty (30) days of the date of the invoice, or within any due date specified on the invoice, and without any withholding, deduction, set off or counterclaim. In the event that services are rendered and Customer has not received an invoice by the 5<sup>th</sup> of the month preceding the month in which the services were rendered, the Customer shall request PMCL to provide the invoice. Customer will be liable to pay the invoice once shared by PMCL. The invoice(s) will be sent to the Customer on the email address of the Customer Authorized Representative registered on Self Service Portal. In addition, invoices will be available against the Customer's account on Self Service Portal under the 'My Invoice' tab. PMCL will not retain any invoices older than 6 months on the Self Service Portal and excludes any liability to that effect.
- (c) The Charges are exclusive of all applicable taxes, duties, levies, charges etc. imposed by a taxing authority in relation to the amount payable under the relevant Order Form, whether existing on the date of this Master Agreement, or coming into effect on a later date. Each Party agrees to pay all taxes imposed on such Party by a competent taxing authority.
- (d) PMCL will charge sales tax and advance income tax in accordance with the applicable Tax laws of Pakistan.
- (e) If Customer is required by law to make any deduction or withholding from any payment due under this Agreement to PMCL, then Customer will provide PMCL with tax deduction certificate to establish that Customer has accounted to the relevant tax authority for the sum withheld or deducted and provide all such assistance as may be reasonably requested by PMCL in recovering the amount withheld.
- (f) Late Payment Fee: If any accrued payment of Charges is delayed beyond the due date mentioned on the relevant monthly invoice, Order Form or relevant documentation, a late payment fee shall be imposed as specified on that particular invoice,

Order Form or any other relevant document, on the Customer Account

- (g) PMCL reserves the right to add, or revise the fees, tariffs, costs, rates, charges from time to time, unless specified otherwise in the SAF and/or Order Form, and such additions or revisions will be duly intimated to the Customers. The additional or revised fees, tariffs, costs, rates, and charges will apply to the Customer from the date so notified. PMCL may vary the conditions of this Agreement in face of any new legislation, statutory instruments, rules, regulation or licenses or similar events provided that the Customer shall be notified of any such variation in writing or by publication of such variation at PMCL's principal places of business and website.
- (h) In the event of a dispute with regards to provision of the Product(s) and/or Service(s) rendered to the Customer by PMCL, the Customer should report it prior to the issuance of the invoice(s). In case the Customer reports the dispute after invoice is issued and it is found out by PMCL that the issues reported in the dispute is not attributable to PMCL, Customer shall be bound to make the payments according to the due date stipulated in the invoice.
- (i) In the event that the customer disputes any amount invoiced by PMCL, the Customer shall notify PMCL in writing of such dispute, before the due date for its payment, ("**Payment Period**"), setting out the nature of the dispute and the amount contested. Where no written notice of dispute is received by PMCL within the Payment Period, the invoice shall be deemed to have been accepted by the Customer as correct and payable in full by its respective due date. The Customer shall be obligated to make timely payments of all the undisputed amounts by the respective due date.

## 5. Self Service Portal

The Customer shall register on the Self Service Portal using an email address and a valid cellular number prior to ordering any Service or Product.

The Customer further acknowledges that the Authorized Representative will act on the Customers' behalf to place orders, receive invoices, notices, Service & Product delivery confirmations and carry out any other activity as specified in the SAF and/or Order Form. In the event that the Authorized Representative of the Customer has changed, it is the duty of the Customer to validly update the details on the Self Service Portal. Any action undertaken on the Self Service Portal from the Customer Account will be deemed to be a valid action undertaken on part of the Customer without incurring any liability on PMCL.

The Customer shall complete the **Registration Form** on Self Service Portal itself providing details of Authorized Representative and other details required by PMCL to extend Services & Products. PMCL may reach out to the Customer or relevant regulatory authority to validate &/or rectify the

details provided by Customer in Registration Form. Customer may view the rectifications to the data provided in Registration Form from the 'My Account' tab on Self Service Portal. In case any detail provided in Registration Form is found to be incomplete, forged or misleading, PMCL reserves the right to Terminate the Agreement, withhold delivery of Product or Service or suspend Service, and any other legal recourse available to it.

## 6. TERM OF THIS MASTER AGREEMENT

- (a) This Master Agreement begins on the Effective Date and continues for a period of three (03) years (the "**Initial Term**"), and shall thereafter automatically renew on a yearly basis for a period of one (01) year (the "**Renewal Term**"), unless either Party gives the other Party prior written notice no less than thirty (30) days before the expiry date of the Initial Term or the relevant Renewal Term of its intention to terminate the Master Agreement upon expiration of the Initial Term or the relevant Renewal Term, in each case unless terminated earlier in accordance with this Master Agreement. If the Customer suspends/deletes its account on the Self Service Portal, this Master Agreement will stand terminated after 30 days from the date of account suspension/deletion by the Customer.
- (b) The "**Term**" means, collectively, the Initial Term and any Renewal Term.
- (c) Each SAF & Order Form shall set out the term of respective Garaj Service(s) and Products to be provided under the Order Form (the "**Solution Term**").
- (d) For the avoidance of doubt, the expiration or termination of this Master Agreement does not affect the validity of or terminate any Service Agreement Form and Order Form executed between the Parties prior to the expiration or termination of this Master Agreement, unless otherwise notified in writing by the relevant Party.

## 7. REPRESENTATIONS AND WARRANTIES

- (a) Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that it has the legal power and authority to enter into this Master Agreement; and (iii) that this Master Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
- (b) The Customer represents and warrants that:
  - (i) The Garaj Services and Products are being sold and provided to the Customer on the premise and understanding that the same shall be used solely to facilitate the day to day functions of the Customer. The Garaj Services and Products shall not be used in any manner whatsoever for any

illegal or unlawful purpose or so as to constitute an illegal or unlawful action or breach of any law including but not limited to intellectual property laws;

(ii) Its employees, contractors, sub-contractors and ancillary parties, shall at all material times adhere to Applicable Laws, and any other relevant rules, regulations, and applicable laws and regulations as may be set out thereunder;

(iii) This Agreement pertains only to the Garaj Services and Products as defined.

## **8. CONFIDENTIAL INFORMATION AND PERSONAL DATA**

(a) The Parties shall maintain confidentiality to the terms and conditions of this Agreement and not divulge or disclose them to any other person who is not a party to this Agreement.

(b) It is hereby agreed and acknowledged that for the purposes of the sale of the Products and/or provision of the Services in terms of this Agreement, PMCL may from time to time require certain personal data from the Customer. It is hereby agreed that PMCL shall comply with all applicable legal requirements regarding data protection and privacy of personal data. It is agreed by the Customer that it shall extend all reasonable assistance to PMCL as and when may be required for the purposes of fulfilment of its obligations under this Clause. Notwithstanding the above, the Customer has no objection whatsoever in regard to PMCL sharing any personal data as may be necessary for the purposes of fulfilling its obligations under this Agreement. Further, the Customer acknowledges, understands and agrees with PMCL's Customer Privacy Policy and Data Protection requirements available at the following links: <https://www.garajcloud.com/privacynotice>

## **9. GENERAL DISCLAIMER**

(a) Except as specifically provided herein, use of Garaj Services and Products provided by PMCL is at the Customer's sole risk. Such solutions are provided on an "as is" and "as available" basis. Except as specifically provided in this Master Agreement, SAF(s) or any Order Form issued hereunder, PMCL expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied indemnities and warranties of merchantability, fitness for a particular purpose, title, and non-infringement. PMCL does not guarantee the accuracy, usability, completeness, or usefulness of any Garaj Services and Products.

(b) It is hereby acknowledged and agreed between the Parties that for the purposes of this Agreement, PMCL is simply the duly authorized reseller of the Products in Pakistan and/or territories and makes no representations or warranties as to the quality or fitness of purpose of the Products.

(c) It is hereby acknowledged and agreed between the Parties that for the purposes of this Agreement, PMCL shall not be responsible for any hardware or software issues including but not limited to theft and shall not be responsible for any repair of the Products; (unless explicitly covered by warranties as stated in the particular SAF and/or Order Form)

## **10. EXCLUSION AND LIMITATION OF LIABILITY**

(a) Except as specifically provided herein, PMCL shall not be responsible or liable with respect to any subject matter of this Agreement, under any contract, tort, negligence, strict liability or any other theory for malfunction, error or interruption of use, loss or inaccuracy or corruption of data, for cost of procurement of substitute goods, services, rights, or technology, for any lost profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether or not such party has been advised of the possibility of such damage.

(b) Except in case of PMCL's willful misconduct, the liability of PMCL with respect to any subject matter of this Agreement, hereunder, under any contract, tort, negligence, strict liability or any other theory, shall not exceed the total amount of all Charges paid by the Customer under the applicable Order Form during the three (03) months period immediately preceding the act, omission or occurrence giving rise to such liability.

## **11. INDEMNIFICATION**

(a) The Customer hereby agrees to fully indemnify, defend and hold harmless, PMCL, its parent companies, affiliates, subsidiaries, related parties, CEO / President, directors, officers, employees, agents or partners etc. in any law suit or proceedings or against any damage and claim etc. related to or arising out of its use of the respective Garaj Services and Products under this Agreement at its sole cost and risk, including but not limited to the Customer's failure to comply with or breach of Applicable Laws.

## **12. SUSPENSION AND TERMINATION**

(a) PMCL shall have the right to suspend without providing advance notice any or all Agreements in the event that the Customer fails to comply with any term of this Master Agreement, Customer's activities affect PMCL's reputation or interest, Non-

compliance of Applicable Law by the Customer or where PMCL otherwise has the right to terminate this Master Agreement. In the event of suspension, the Customer shall still be obligated to pay the Charges due to PMCL under this Master Agreement and any applicable/valid Order Form.

- (b) **Termination for Breach.** PMCL may terminate this Master Agreement, any SAF or any Order Form in the event of a material breach under this Agreement. A breach of –clause 4 (Pricing and Billing), clause 13 (Anti-bribery, Anti-corruption, and Compliance Provisions) or clause 14 (Terms and Conditions of SAF) of this Agreement shall amount to a material breach by the Customer. Such termination may be effected only through a written notice to the Customer, specifically identifying the breach or breaches on which such notice of termination is based. After serving the written notice, PMCL may terminate this Master Agreement or SAF(s) or any Order Form immediately. PMCL may also terminate this Master Agreement, any respective SAF or Order Form without cause by giving the Customer a thirty (30) day advance written notice.
- (c) The Customer may terminate this Master Agreement, any of the respective SAF or Order Form in the event of a material breach by PMCL. Such termination may be effected only through a written notice to PMCL, specifically identifying the breach or breaches on which such notice of termination is based. PMCL will have the right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement may be terminated in the event that such cure is not made within such thirty (30) day period.
- (d) **Termination upon Bankruptcy or Insolvency.** Either Party may, at its option, terminate this Master Agreement, SAF(s) and all Order Forms immediately upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; or (iii) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.
- (e) **Effect of Termination.** Upon any termination of this Master Agreement or SAF(s) or any Order Form, the Customer will (i) immediately discontinue all use of the applicable Garaj Services and Products; and (ii) promptly pay all amounts due and payable under this Master Agreement or the applicable Order Form(s) to PMCL. The provisions of clause 8 (Confidential Information and Personal Data), clause 10 (Exclusion and Limitation of Liability), clause 11 (Indemnification) and clause 16 (Governing Law, Jurisdiction and Dispute

Resolution) shall survive the termination of this Master Agreement, SAF(s) or Order Form(s).

### 13. ANTI-BRIBERY, ANTI CORRUPTION AND COMPLIANCE PROVISIONS

- (a) The Parties shall prevent their respective personnel, employees, subcontractors, or agents from making, receiving, providing or offering any substantial gratuitous items, extravagant entertainment, payments, loans, or other considerations to the employees of the other Party and/or their families and/or any third parties in connection with this Agreement and any violation in this regard shall entitle the other Party to take appropriate measures including any possible legal actions. The Parties shall not indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.
- (b) Customer acknowledges that it has received copy of Compliance Provision, also available at PMCL's website at <https://jazz.com.pk/cp-annex> (the "Compliance Provisions") and understands and agrees to use all reasonable endeavors to adhere to the said Compliance Provisions (including all updates of the Compliance Provisions from time to time) in the course of this Agreement. The Customer shall at all times be liable for and shall indemnify, defend and hold PMCL harmless, its President/ CEO, members, officers, directors, employees from and against all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal arising out of the Compliance Provisions. The Customer shall be liable to pay all associated costs, expenses, fees, penalties, fines and/or damages arising out of their failure to adhere to and abide by the Compliance Provisions.

### 14. TERMS AND CONDITIONS OF SAF(s)

Notwithstanding anything contrary contained in this Agreement, this Agreement shall be subject to the Terms & Conditions of Service Agreement Form(s) available on Self Service Portal at the link <https://garajcloud.com/termsandconditions> ("SAF") – SAF Terms & Conditions) including all other terms and conditions/charges available and displayed on PMCL's website, and all updates of the said SAF made from time to time in the course of this Agreement.

### 15. FORCE MAJEURE

Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable

control, including but not limited to war, riot, fires, floods, epidemics, acts of terror, computer related attacks, hacking, criminal actions, or failure of public utilities or public transportation systems, the Party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. If such Party is prevented or delayed from performing for more than forty-five (45) days due to a force majeure event, the other Party may terminate this Master Agreement upon thirty (30) days' written notice.

## 16. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Pakistan. Any disputes, controversy or claim arising out of or in relation to this Agreement, which cannot be resolved amicably, will be referred for Arbitration under the Arbitration Act, 1940 and its rules thereunder, as amended from time to time. Arbitration will take place in Islamabad, Pakistan and a sole arbitrator will be appointed with mutual consent of the Parties, or by the court in the event that the Parties are unable to agree to a choice of Arbitrator. The decision of the Arbitrator shall be final and binding on both the Parties.

## 17. WAIVER

Either Party's failure to enforce any provision of this Agreement or to require performance by the other party will not be construed as a waiver of such provision nor affect the validity of this Agreement or any part thereof, or either Party's right to enforce any provisions thereafter.

## 18. SEVERABILITY

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. If such invalid or unenforceable provision is considered an essential element of this Agreement, then the parties hereto shall promptly negotiate a replacement thereof.

## 19. INTELLECTUAL PROPERTY

- (a) Except as otherwise expressly provided in this Agreement, all trade-marks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights ("**Intellectual Property**") shall remain in the ownership of the Party creating or owning the same and nothing in this Agreement shall confer or be deemed to confer on either Party any right or license in the Intellectual Property of the other Party or of any third Party.

- (b) Neither Party shall be entitled to use any Intellectual Property of the other Party, or a third party without the prior written and express consent of that Party.

## 20. MISCELLANEOUS

- (a) The Parties agree that the rights and obligations under this Agreement are 'Non-transferable' and are limited only to the Parties hereto. Neither Party may assign or transfer this Agreement or any of its rights herein, without the prior written consent of the other Party.
- (b) The Customer shall comply with the provisions of this Agreement and with all applicable laws and regulatory requirements.
- (c) This Master Agreement, Order Form(s) and SAF(s) incorporates the entire understanding between the Parties and shall supersede and take precedence over all other communications, understandings and agreements pertaining to this subject matter of this Agreement.
- (d) This Agreement may be amended from time to time through mutual consent of both Parties.
- (e) This Agreement is executed / signed by the duly authorized representative(s) ("**Representative(s)**") of the respective Parties and such Representative(s) assure and guarantee that in accordance with the respective Parties' internal policies, constitutional documents, board resolutions, delegation of authority, relevant law and other ancillary documents they are duly authorized by the respective Parties to execute this agreement on their behalf. If at any time it transpires otherwise, then such Representative(s) misrepresenting knowingly or unknowingly shall fully indemnify the other affected Party and shall be personally liable to criminal and civil legal recourse available to other party.