

## SERVICE AGREEMENT FORM FOR BACKUP AS A SERVICE

This Service Agreement Form (SAF) outlines the terms, conditions, and commitments between Garaj Cloud and its customers for Backup as a Service (hereinafter referred to as Service). It ensures transparency, mutual understanding, and compliance with industry standards.

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### Service Terms

#### Service Inclusions

- **Backup Types Supported:** VM level, file level, database level.
- **Minimum RPO:** 30 minutes.
- **Replication Bandwidth Compression:** Optimized data transfer without compromising performance.
- **Self-Managed Backup Option:** Customer schedules and restores backups using the portal plugin.
- **Managed Backup Option:** Garaj manages backup jobs and copies as a service.
- **Supported Environments:** Virtual, physical, NAS, and cloud environments.
- **Immutability:** Enhanced protection against ransomware.
- **24/7 Break & Fix Support:** Dedicated assistance from in-house Veeam experts.

#### Exclusions

- Pre-general availability features.
- Issues caused by customer equipment, software, or third-party technology.
- Service unavailability due to force majeure events, non-compliance with documentation, or customer actions.

Force majeure events include but are not limited to:

- Natural disasters.
- Cybersecurity incidents.
- Power outages.

- Regulatory changes.
  - Network disruptions.
  - Acts of war or terrorism.
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### **Product Packaging and Billing Structure**

- **Subscription-Based Billing:** Transparent pricing aligned with agreed-upon usage.
- **Flexible Packaging Options:** Choose between self-managed or fully managed services.
- **Billing Adjustments for Changes:** Detailed terms for service adjustments, including additional storage or retention policies.

### **Billing**

PMCL may bill the Customer for:

- a. recurring or fixed charges in advance;
- b. variable charges, in arrears, including but not limited to excess resources, internet speed and license usage charges;
- 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

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If a Service that is subject to a subscription period is terminated prior to expiry of said period by the Customer (or by PMCL due to the Customer's breach of the Agreement), PMCL shall be entitled to charge early termination charges equivalent to the price quoted in Order Form for the remaining period of subscription. and PMCL will not refund any charges paid in advance for the subscription period.

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### **Service Activation Process.**

- Service shall be activated upon receipt of e-signed Order Form via Self Service Portal and successful payment (if prepayment applicable).
- Customers receive access to backup portals or managed services are configured by PMCL.

Customer login credentials for Service will be shared via email and Customer to change the

password on first login. Any required configurations will be completed by the Customer or, if Customer Opts-in for managed services it can seek assistance of PMCL support team according to scope outlined in Order Form.

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### **Service Termination by PMCL**

Without limiting the generality of any other clause in the Master Agreement or this Service Agreement Form, PMCL may terminate Customer's Service 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 unlawfully using the Service.
- 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 Service is impaired by Customer's use of Service or Customer Equipment connected to the Service

### **Service Cancellation by Customer**

Customer is entitled to terminate the Service (if entitled as per respective Service Agreement Form) at any time by giving a minimum of 60 day's prior written notice to PMCL.

The Customer can cancel their Service via PMCL self-service portal at any time (if entitled as per respective service agreement form).

Upon the Customer providing notice of termination for the respective Service, all charges including any unbilled amounts shall become immediately payable. Customer shall be billed for all charges up to and including the last day of the notice period (i.e. the date on which the respective Service is terminated).

### **Customer Data Protection**

In addition to the foregoing obligations, the Customer acknowledges that they are, solely responsible for taking steps to maintain appropriate security, protection for Customer login credentials used to access the Customer Data. PMCL's security obligations with respect to

Customer Data are limited to that which would naturally apply to the scope as subscribed on Self Service Portal or Order Form. PMCL makes no other representation regarding the security of Customer Data. Customer is solely responsible for determining the suitability of the Services considering the type of Customer Data used with the Services. The Customer must maintain the security of their login credentials and may not share login credentials except as required to establish and authorize users in their account. The Customer is responsible for designating authorized users under their account and limiting access of login credentials associated with their account.

### Service Level Definition & Exclusions

- **Service Levels:**
  - **Availability:** 99.9% uptime for backup systems.
  - **Restoration:** Defined recovery times based on backup type and configuration.
- **Exclusions:**
  - Non-compliance with configuration requirements.
  - Force majeure events.
- **OEM Support:** Veeam support provided as part of the service agreement.

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### Escalation Matrix

Level	Role	Contact Person	Email	Contact No.
L1	Cloud Support	Support Team	cloud.support@jazz.com.pk	0304-1110365
L2	Product Expert	Taimor Ali	taimor.ali@jazz.com.pk	0343-1229662
L3	Platform Head	Yasim Zaman Kiani	yasim.kiani@jazz.com.pk	0307-1505041

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### Data Protection and Retention

- **Personal Data:** Processes aligned with applicable data protection regulations.
- **Retention Policy:** Configurable options for data storage based on customer needs and compliance requirements.

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## Service Termination

- **By PMCL:**
    - Termination due to non-compliance, misuse, or force majeure events.
  - **By Customer:**
    - Cancellation terms include prorated billing up to the cancellation date.
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## Maintenance and Outages

- **Scheduled Maintenance:** Customers will be notified in advance.
  - **Unscheduled Outages:** Addressed as per defined escalation procedures.
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## 9. Responsibility Matrix

Task/Activity	PMCL/Cloud Provider (CP)	Customer (C)	Description
Define Backup Policies		C	Collaborate to set backup policies, frequency, and retention parameters.
Provide User Interface	CP		Develop and maintain a user-friendly interface for scheduling and restoring backups.
Monitor System Health	CP		Continuous monitoring and issue resolution.
Backup Job Alerts	CP		Notifications regarding backup success, warnings, or errors.
Restore Management	CP		Guarantees backups for managed services; customers handle self-managed restores.

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