

Service Agreement Form for Microsoft 365

Introduction

This Service Agreement Form (SAF) outlines the operational commitments, exclusions, and responsibilities between PMCL and Customer regarding Backup for M365 (herein after referred to as Service). This SAF also serves as a guide for ensuring seamless operation and management of backup services.

Managed Backup for Microsoft 365 is a comprehensive solution that allows you to back up and restore data of your Microsoft 365 organizations, including Microsoft Exchange, Microsoft SharePoint, Microsoft OneDrive for Business and Microsoft Teams data, as well as data of on-premises Microsoft Exchange and on-premises Microsoft SharePoint organizations. Garaj does NOT backup your Microsoft 365 unless you purchase a Backup service.

Service Inclusions and Specifications:

1. **Backup as a Service:**

Coordinates all operations performed by the product, adds and manages other backup infrastructure components as well as controls global settings for the backup infrastructure.

2. **Backup Proxy for Microsoft 365 Service**

Manages backup proxy servers and backup repositories.

3. **Backup for Microsoft 365 REST API Service:**

Processes REST API commands.

Restore Portal is deployed along with REST API on the same machine. Restore Portal is a web-based solution for self-service restore of backed-up data. Restore Portal uses REST API to communicate with the Veeam Backup for Microsoft 365 server.

4. **Subscription Usage:**

The service includes a clear outline of subscription usage terms, ensuring transparency and adherence to agreed-upon parameters for optimal service delivery.

Service Exclusions

1. **Customer Configuration Errors**

Any issues arising due to incorrect configurations made by the customer, including backup policies, schedules, or retention settings.

2. **Unsupported Software or Systems**

Backup and recovery for systems, applications, or configurations that are not explicitly supported by Veeam Backup for Microsoft 365 or Garaj Cloud.

3. **Third-Party Service Interruptions**

Downtime or performance issues caused by third-party dependencies, such as Microsoft 365 API limitations, licensing issues, or outages in Microsoft services.

4. Non-Compliance with Licensing Requirements

Services cannot be provided or supported if the customer fails to maintain proper licensing for Microsoft 365 or Veeam Backup.

5. Force Majeure

Any failure or delay in service performance caused by events beyond its control, including but not limited to natural disasters, power outages, cybersecurity incidents, pandemics, supplier failures, regulatory changes, war, terrorism, or network disruptions.

Service Activation

- Service shall be activated upon receipt of e-signed Order Form via Self Service Portal and successful payment (if applicable).
- After Self Service Portal Registration by Customer a dedicated environment is created for the Customer on Garaj's platform, and relevant access credentials are provided via email if the customer wishes to manage their backup jobs independently. For customers opting for managed backup services, Garaj's team takes over by configuring and initiating the backup jobs. Additionally, customers may choose to receive backup job alerts for real-time monitoring. Following the successful configuration, the backup service is fully activated, ensuring seamless service delivery.
- Customer to change the password on first login.

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 30 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 SAF).

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.

Data Retention & Backup

Once Customer cancels a Service, Customer Data pertaining to that Service shall not be retrievable from such point by the Customer in any shape or form.

PMCL may erase/delete Customer Data from our systems no later than 90 days from the date of Service cancellation.

PMCL does not backup Customer Data unless Customer purchases PMCL's Backup service.

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. 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.

Responsibility Matrix:

Task/Activity	PMCL/Cloud Provider (CP)	Customer (C)	Description
Define Backup Policies		C	Collaborate to establish backup policies, including frequency, retention, and data types to be included in regular backups.
Provide User Interface	CP		Develop and maintain a user-friendly interface for customers to manage backup configurations, schedules, and data recovery.
Monitor System Health	CP		Continuously monitor the BaaS system, track backup progress, and promptly address any issues to maintain overall system health.
Backup Job Alerts	CP		Email notifications regarding backup success, warning, error,
Restore guarantees in case of managed services	CP		we configure the jobs the jobs and provide backup copies for the customer
Backup frequency		C	Define frequency (e.g., every hour, once a day, etc. and its feasibility and impact)
Backup copies		C	Define copies (e.g., to comply to 3-2-1 or other policies, regulations, ransomware protection)

Maintenance & Outages

PMCL will endeavor to conduct all Scheduled Maintenance outside of Business Hours. However, PMCL may be required to suspend supply of Service during Business Hours in order to carry out emergency repairs on its systems.

In event of an unscheduled outage or incident and scheduled maintenance, we will communicate the details of issues and expected resolution times via our website or via email to Customer.

Severity Definitions

L1:

Primary support level, dealing with routine issues and initial troubleshooting.

Contacted for basic incidents related to cloud backup services.

L2:

Engaged when Level 1 is unable to resolve the issue.

Provides more advanced technical support and expertise.

L3:

Takes over when the issue requires escalation beyond technical troubleshooting.

Manages coordination and communication among support teams.

Escalation Matrix			
Level	Role	Email	Contact No.
1	L1 - Cloud Support	cloud.support@jazz.com.pk	0304-1110365
2	L2 - Product Expert	taimor.ali@jazz.com.pk	0343-1229662
3	L3 - Platform Manager	aqsa.abrar@jazz.com.pk	0307-1459267