



SERVICE AGREEMENT FORM

Disaster Recovery

VERSION:1.1

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Disclaimer statement

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Service Level Agreement for Disaster Recovery as a Service

Introduction

This Service Level Agreement (SLA) outlines the terms and conditions for Disaster Recovery as a Service (DRaaS) (herein after referred to as Service) provided by PMCL leveraging managed services with VMware Cloud Director Availability. This agreement establishes the expectations, responsibilities, and commitments of both Parties to ensure the delivery of reliable and effective Service.

PMCL is committed to delivering high-quality DRaaS solutions utilizing VMware Cloud Director Availability, designed to safeguard critical business operations and data from disruptions and disasters. This SLA serves as a framework to define service levels, performance metrics, and support arrangements to meet the unique needs of our valued customers.

Service Termination by PMCL

Without limiting the generality of any other clause in this Master Services 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.

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;
- d. or 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.

Availability

Garaj will use commercially reasonable efforts to ensure that the Service Offering is available during a given billing month equal to the "Availability Commitment" specified in the table below.

Service	Availability Commitment
Disaster Recovery	99.5%

Disaster Recovery Failover

Garaj will use commercially reasonable efforts to ensure that a Disaster Recovery Failover ("DR Failover") will meet the specified Recovery Time Objective specified in the table below. RTO means the period beginning when the customer initiates a failover of a vSphere workload protected by VMware Cloud DR to the time when that workload starts powering on in a recovery SDDC.

Service	Recovery Time Objective
DR Failover	< 30 mins

Service Inclusions and Specifications:

1. *Minimum RPO:*

Our commitment guarantees a Minimum Recovery Point Objective (RPO) of 15 minutes, ensuring minimal data loss in the event of a disruption. Depending on size of data in VM that needs to be replicated and the bandwidth.

2. *Disaster Recovery Planning:*

Development of a comprehensive disaster recovery plan tailored to the organization's needs, including identification of critical systems and data, recovery objectives, and strategies for mitigating various types of disasters.

3. *Operational consistency:*

Protects the entire IT operating control plane end-to-end across data, applications and



infrastructure while leveraging familiar VMware operations and unified monitoring and administration.

4. Flexibility across On-Premises to Cloud, and Cloud to Cloud

Drive rapid business transformation while delivering enterprise-level resiliency, security, and threat protection. Interoperable disaster recovery across on-premises to or across qualifying VMware DRaaS cloud environments at a pace that matches the needs of the business.

5. Subscription Usage:

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

6. Failover and Failback Procedures:

Implementation of failover and failback procedures to enable seamless transition of operations from primary to secondary environments during a disaster and restoration to the primary environment once the disaster is resolved.

Service Exclusions:

These exclusions ensure that both the service provider and the customer understand the limitations of the SLA and the responsibilities of each party in maintaining service availability and integrity.

Customer Misuse or Negligence: If a disruption occurs due to actions taken by the customer that are not in accordance with the agreed-upon usage guidelines or best practices, it may be excluded from the SLA.

Scheduled Maintenance: Planned maintenance activities, such as software updates or infrastructure upgrades, may be excluded from the SLA as they are necessary for maintaining the service but may temporarily impact availability.

Unforeseen Circumstances: Certain unforeseen circumstances or events that are not reasonably foreseeable by either party, such as cyberattacks or hardware failures beyond normal wear and tear, may be excluded from the SLA.

Third-Party Services: Issues related to third-party services or components integrated with the DRaaS solution, such as internet service providers or cloud platform outages, may be excluded from the SLA.

Data Loss Prevention: Exclusions may specify that the service provider is not responsible for preventing data loss prior to the initiation of data replication to the DRaaS environment.

Force Majeure Factors: Force majeure factors are events or circumstances that are beyond the control of parties involved and can impact the ability to carry out contractual obligations. In the context of disaster recovery, several force majeure factors can contribute to failures or challenges.



Responsibility Matrix:

Task/Activity	PMCL/Cloud Provider (CP)	Customer (C)	Description
Define Policies		C	Collaborate to establish policies, including frequency, retention, and DR plans.
Provide Infrastructure Information		C	Supply relevant details about their existing IT infrastructure to the service provider.
Configuration and Setup	CP		Configuring and setting up the infrastructure, software, and systems required to implement the disaster recovery solution.
Monitor System Health	CP	C	Continuously monitor the system, track progress, and promptly address any issues to maintain overall system health. Customer can see the health and status of replication in VDC.
Support during failover events	CP		Email notifications regarding success, warning, error,
Testing Drills		C	To conduct disaster recovery drills to test services at the DR site.

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