



SERVICE AGREEMENT FORM

Virtual Data Centre

VERSION:1.1

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SERVICE AGREEMENT FORM

This Service Agreement Form (SAF) outlines the terms, conditions, and commitments between **Garaj (PMCL)** and its customers for the provision of cloud services

1. SCOPE OF SERVICES

1.1 The Customer may place orders for Garaj Services in relation to the provision of VDC (including Garaj Services) and/or Services as set out in this Agreement and its Annexes. The details of such Services are set out herein below:

1.2 Product Terms:

Inclusions:

PMCL shall provide the Services (provision of VDC) which shall constitute the following:

- i. Provision of Virtual Data Center infrastructure, including compute, storage, and networking resources.
- ii. The VMware ESXi hypervisor is responsible for running the Virtual Machines.
- iii. High Availability (HA), Distributed Resource Scheduler (DRS), and VMware vMotion (for VM migrations).
- iv. Monitoring resources through the portal.
- v. 24/7 break and fix support.

It being agreed between the Parties that the following Exclusions shall not be included as part of the Garaj Services and/or Services.

Exclusions:

- a) Support for third-party applications or operating systems installed on VMs, unless explicitly included in an independent managed service contract.
- b) Customer's software, OS configurations, and patch management.
- c) Backup services/DR services, unless specifically purchased by the Customer.
- d) Managed Services, unless purchased by the Customer.

1.3 Service Activation Process

- a) Garaj Services shall be activated upon receipt of e-signed Order Form via Self Service Portal and successful payment (if applicable).
- b) Customer shall configure Virtual Data Center (VDC) itself via Self Service Portal by selecting the desired resources.
- c) Customer login credentials for Cloud Director shall be shared by a system generated email and the Customer must change the password on first login. Any required configurations will be completed by the Customer or, if Customer opts in for managed services (in an independent contract), it can seek PMCL's assistance to support team according to scope outlined in Order Form.



1.4 Service Termination by PMCL

Without limiting the generality of any other clause in the Agreement, PMCL may terminate Customer's Services (i.e., Garaj Services and Services) 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 Agreement.
- e. it is required under any regulatory or emergency requirement.
- f. The operations, security or efficiency of the Garaj Services (generally) and Product(s) is impaired by Customer's use of Garaj Services and/or Services.

1.5 Cancellation by Customer

The Customer may cancel Garaj Services and/or Services (without cause) and terminate this Agreement by giving a thirty (30) days prior written notice to PMCL. In case of any such termination, Customer shall pay PMCL for Garaj Services in relation to the VDC and/or Services in relation to the VSST performed up until the date of termination of this Agreement.

Upon the Customer providing notice of termination for the respective Garaj Services and Services, 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 Service is terminated).

1.6 Customer Data Protection

In addition to the foregoing obligations, the Customer acknowledges that it is 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.

PMCL will not share customers data with any regulatory or law enforcing body without taking the customers consent.

1.7 Data Retention & Backup

Once Customer cancels the Garaj Services and Services, Customer Data pertaining to all such Services shall not be retrievable from such point by the Customer in any shape or form.



PMCL may erase/delete Customer Data from its systems with immediate effect from the date of relevant Service cancellation unless required by Applicable Law to retain it for the defined period.

PMCL shall not backup Customer Data unless Customer purchases PMCL's Backup Services.

1.8 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.

1.9 Service Level

The following Service Level calculation methodology will apply in relation to Garaj Services and/or Services:

The Service Level applies to the aggregate number of minutes that the active VM is available, up to the hypervisor level (OS, Application, Data Base are excluded from this SLA).

The SLA percentage for each VM (excluding OS, Data Base and Application) is 99.5% in calendar year.

Service Level apply to the complete unavailability of the Service due to non-VDC factors. That is, no access to the Service through loss of host power, storage failure or complete loss of internet connectivity.

Any software failures, patches, security vulnerabilities, inconsistencies and incompatibilities which cause system instability on the VDC are not covered under the Service Level. PMCL recommends that you perform a system rebuild should you experience any service issues on your virtual appliances.

Customers are responsible for snapshots, power-up, power- down, backup and restoration/rebuild of virtual appliances.

Snapshots older than 48 hours will be automatically removed. Customers requiring a longer retention period are encouraged to contact PMCL and discuss their requirements.

1.10 Service Level Exclusions



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

Scheduled maintenance or a scheduled outage

OS and application outage Unavailability of Garaj Self Service Portal while Virtual Machines are running.

Any misconfiguration by customer on cloud portal. This includes:

Misconfiguration of VMs hardware configuration Missing installation of VMware Tools on any VM
Misconfiguration of ESG which includes incorrect routing, firewall rules, NAT, Load balancer or DHP services.

Any event outside of PMCL's control, including but not limited to the following examples:

Periods of emergency maintenance activities.

Problems with Customer provided Content or programming errors including, but not limited to, Content installation and integration, or failure to patch and maintain any software installed on the VM.

System administration, commands, file transfers performed by Customer representatives.

Work performed at Customer request (for example technical assistance) and other activities Customer directs. Denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders.

Labor disputes or strikes, acts of civil disobedience, acts of war, acts against parties (including carriers and PMCL's other vendors), and other force majeure events.

Lack of availability or untimely response time of Customer to respond to incidents that require their participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite Services.

Customer's breach of their material obligations under this Agreement.

VMs for which Customer selects "no patch" options for patch management.

Customer-related outages resulting from scheduled maintenance, regulatory updates, or force majeure events will not be considered qualifying outage minutes.

1.11 Escalation Matrix

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Level	Role	Email	Contact No.
1	L1 - Cloud Support	cloud.support@jazz.com.pk	0304-1110365



2	L2 – Platform Team	garaj-platform-team@jazz.com.pk	0343-1229662
3	L3 – CTO	beenish.wajih@jazz.com.pk	0301-8448892

1.12 Responsibility Matrix

The Parties to agree to the split of responsibilities as set out herein below:

Task/Activity	PMCL	Customer (C)	Description
Service Activation	I	A/R	CP activates the service, C provides necessary details.
Machine Backup	R	A	CP activates the backup services, C ensures to subscribe for services and defines policies.
Security & Access Control	A	A/R	CP secures the physical infrastructure only, C manages access controls to their environment.
Monitoring & Support	R	I	CP monitors the resources at infra level and provides logs on demand basis.

1.13 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.

1.14 Support Services



PMCL support does not extend to administration of the Virtual Machine operating system or applications contained therein unless the Customer has purchased such services under an explicit managed service contract.

Additional support may be provided at an additional cost to the Customer if the reported problem is due to faults in Customer's software, operating systems or applications.

PMCL shall not provide free support for:

- a) faults that are outside our system; or
- b) Customers that do not have an existing active subscription with us.

PMCL offers 24/7 break-fix support via Self Service Portal or email at cloud.support@jazz.com.pk