

# Service Agreement Form for Virtual Data Center

This Service Agreement Form (SAF) outlines the terms and conditions between PMCL and its customers for the provision of Virtual Data Center (hereinafter referred to as Service). Virtual Data Centers a software-defined platform that provides scalable, on-demand resources such as compute, storage, and networking, enabling efficient and flexible infrastructure management in a virtualized environment.

## Service Terms:

### Inclusions:

- Provision of Virtual Data Center infrastructure, including compute, storage, and networking resources.
- The VMware ESXi hypervisor is responsible for running the virtual machines.
- Centralized management and monitoring via vCenter Server for provisioning, managing, and monitoring virtual machines and resources.
- High Availability (HA), Distributed Resource Scheduler (DRS), and VMware vMotion (for VM migrations).
- Support for configuring and managing Virtual Machines (VMs) within the Virtual Data Center.
- Monitoring resources through the portal.
- 24/7 support.

### Exclusions:

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

## Service Activation Process

- Service shall be activated upon receipt of e-signed Order Form via Self Service Portal and successful payment (if applicable).
- Customer shall configure a Virtual Data Center itself via Self Service Portal by selecting the desired resources
- Customer login credentials for Cloud Director will be shared by a system generated 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.

## 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

The Customer can cancel their Service via PMCL SelfService Portal at any time if entitled as per respective Order Form) or it may provide notice of termination to PMCL 30 days prior to termination if termination rights are not extended to Customer in the Order 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 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 with immediate effect from the date of Service cancellation unless required by applicable law to retain it for the defined period in the law

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.

## Service Level

The following Service Level calculation methodology will apply:

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.

## 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.

Labour 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.

## Responsibility Matrix

Task/Activity	PMCL/Cloud Provider (CP)	Customer (C)	Description
Service Activation	I	A/R	CP activates the service, C provides necessary details.
Data Backup	A	R	CP ensures backup system is operational, C manages data upload.
Security & Access Control	A	R/C	CP secures the platform, C manages access controls.
Compliance	A	C	CP ensures compliance with standards and regulations.
Monitoring & Support	R	I	CP monitors the service and provides necessary support.
Service Availability	A	I	CP ensures uptime, C monitors service usage.
Data Retention	A	R	CP handles data retention policies, C adheres to them.
Billing	A	R	CP manages billing, C ensures timely payments.

R = Responsible, A = Accountable, C = Consulted, I = Informed

## Escalation Matrix

Escalation Matrix			
Level	Role	Email	Contact No.
1	L1 - Cloud Support	<a href="mailto:cloud.support@jazz.com.pk">cloud.support@jazz.com.pk</a>	0304-1110365
2	L2 - Product Expert	<a href="mailto:taimor.ali@jazz.com.pk">taimor.ali@jazz.com.pk</a>	0343-1229662

For L3 support, tickets shall be raised by PMCL to Broadcom.

## 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.

## Support Services

Our Support does not extend to administration of the Virtual Machine operating system or applications contained therein unless you have purchased an explicit managed service contract.

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

We 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.

We offer 24/7 break-fix support via Self Service Portal or email at [cloud.support@jazz.com.pk](mailto:cloud.support@jazz.com.pk)

## Support Severity Levels

### Critical (Severity 1)

Critical production issue that severely impacts your use of the service. The situation halts your business operations, and no procedural workaround exist.

Service is down or unavailable.

A critical documented feature/ function is not available.

### Major (Severity 2)

Major functionality is impacted, or significant performance degradation is experienced. The situation is causing a high impact to portions of your business operations and no reasonable workaround exists.

Service is operational but highly degraded performance to the point of major impact on usage.

#### Minor (Severity 3)

There is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable.

#### Cosmetic (Severity 4)

Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.

### Response Time

Response time is defined as the duration between the time user's call is received by PMCL and the time user gets the acknowledgement/ticket Number and Engineer is assigned.

Severity	Response Time
Critical (Severity 1)	30 Min
Major (Severity 2)	1 Hour
Minor (Severity 3)	4 Hours
Cosmetic (Severity 4)	8 Hours