

Microsoft 365

This Service Agreement Form (SAF) outlines the terms and conditions between PMCL and its customers for the provision of Microsoft 365. **Microsoft 365** (hereinafter referred to as “**Service**”) is a subscription-based service offered by Microsoft that provides a comprehensive suite of productivity and collaboration tools. It combines traditional Microsoft Office applications with cloud services and other productivity tools. Microsoft 365 is designed to help individuals, teams, and organizations collaborate efficiently, manage documents, and streamline workflows.

Definitions

- “**Agreement**” refers to this SLA, along with all associated documents that govern the use of Microsoft 365 Services.
- “**Business Hours**” means 9:00 a.m. to 6:00 p.m. (Pakistan Standard Time - PST), Monday through Friday, excluding scheduled Service Maintenance.
- “**Outage**” refers to the period when the service is unavailable, including instances when it is not accessible or operational due to technical issues or other disruptions.

Product Terms

- **Comprehensive Managed Services:** Provide end-to-end management of Microsoft Products, covering licensing, implementation, and support across both Cloud and On-Premises environments for customers. Microsoft support is available only for cloud environments.
- **Enhanced Operational Efficiency:** Streamline processes and workflows through effective deployment and configuration of Microsoft solutions, minimizing downtime and enhancing productivity of customers.
- **Optimization of Microsoft Solutions:** Implement tailored solutions to maximize efficiency, reliability, and security of Microsoft environments, meeting the specific needs of customers.
- **Proactive Support and Maintenance:** Deliver proactive monitoring, rapid incident response, and ongoing maintenance to ensure continuous availability and performance of Microsoft Products for customers.

Service Activation Process

The process of service activation is as follows:

- a. The Customer shall agree to the proposal submitted by PMCL via email or Pakistan Mobile Communications Limited’s (PMCL) Self Service Portal and shall accordingly issue a Purchase Order (“PO”) to PMCL’s authorized representative.
- b. After issuance of a PO Customer will e-sign the Order Form that will be sent via a system-generated email and can be approved by Customer on Self Service Portal.
- c. After acceptance of Order Form PMCL shall itself or via its sub-contractor(s) will deliver the Service to Customer according to timelines stipulated in Order Form.
- d. After Service is delivered the Customer will be invoiced as per agreed timelines in the 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 may terminate the Service prior to the expiration of the respective subscription period stipulated in the relevant Order Form, provided a written notice to that effect is sent to PMCL thirty (30) business days in advance.

In the event that the Customer chooses to terminate the Service prior to the expiration of the respective subscription period stipulated in the relevant Order Form, the Customer shall be liable to pay to PMCL the price chargeable for the remaining period of subscription.

Upon the Customer providing notice of termination for the respective Service all Charges/Price including any unbilled amounts shall become immediately payable.

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 Executed proposal (If any). 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.

Billing

PMCL may bill the Customer for:

- a. recurring or fixed charges in advance.
- b. variable charges, in arrears, including but not license usage charges and managed services.
- c. installation or set-up charges
- d. any equipment (eg. Servers) the Customer purchases from us, on or after delivery as part of the solution

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 as mentioned hereinabove, and PMCL will not refund any Charges/Prices paid in advance for the subscription period.

Service Level

Severity	Level	Description	Response Time	Remedy Time	Resolution Time
Severity 1	Emergency	A defect that hinders the customer from using the service in a commercial production setting, impacting essential business operations without any available workaround, qualifies as an Emergency. Emergency Recovery offers remote assistance aimed at swiftly restoring a system from a service-disrupting incident. Emergency Recovery is provided on 24x7x365 basis.	15 min	2 Hours	The resolution timeframe is typically within 24 hours, except in cases where Microsoft's involvement is necessary. In such instances, Microsoft's SLA will apply.
Severity 2	High	A defect that critically impairs primary business critical operations with the supported service in a commercial production environment where no working workaround is available	30 min	4 Hours	The resolution timeframe is typically within 36 hours, except in cases where Microsoft's involvement is necessary. In such instances, Microsoft's SLA will apply.
Severity 3	Medium	A defect that impacts the operation of the supported service in a manner that adversely impacts the customer’s ability to operate its business	60 min	8 hours	The resolution timeframe is typically within 48 hours, except in cases where Microsoft's involvement is necessary. In such instances, Microsoft's SLA will apply.
Severity 4	Low	A defect that minimally impacts the operation of the supported service, although the system is not operating according to requirements, production operations are continuing in a reasonable manner without workarounds.	2 hours	24 hours	The resolution timeframe is typically within 72 hours, except in cases where Microsoft's involvement is necessary. In such instances, Microsoft's SLA will apply.

Microsoft’s SLA can be accessed through the following link:

<https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services>

Support Levels:

Roles and responsibilities of different support level personnel are mentioned in table below:

Service Level Exclusions

Any event outside of PMCL’s control, including but not limited to the following examples, will not constitute an outage under this SAF:

- 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.
- 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.
- Delay from Microsoft in sharing response to a query.

Responsibility Matrix

Task	PMCL	Customer	Comments
Service Activation	Responsible & Accountable	Consult	Details to be provided by customer for activation and accepting link to become partner
Support	Responsible & Accountable	Inform	As per SLA
Billing & Invoicing	Accountable	e Informed	PMCL will share the timely invoices
Payment	Responsible	Accountable	Customer is responsible for timely payment processing

Escalation Matrix

Level 1	Self Service Portal cloud.support@jazz.com.pk 0304 111 0365
Level 2	Assigned Account Manager from technical team
Level 3	Yasim Zaman Kiani Manager Platform & Innovation 0307 1505041 Yasim.kiani@jazz.com.pk

Response time, if applicable, to be added.