**SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“SLA”) outlines the service commitments, availability goals, and performance expectations between PMCL (“PMCL” or “Service Provider”) and its valued customer (“Customer”) with respect to the use of Garaj 24/7 productivity suite services (“Services”).

**Agreement Overview**

The Customer’s use of Garaj 24/7 Services is governed by this SLA, the Terms of Service (“TOS”), Privacy Policy, Acceptable Use Policy, and other documents referenced herein (collectively, the “Agreement”). This SLA establishes the Customer's responsibilities regarding the Services and outlines the remedies available in the event that Garaj 24/7 fails to meet these service commitments.

**Definitions**

* **“Agreement”** refers to this SLA, along with all associated documents that govern the use of Garaj 24/7 Services.
* **“Business Hours”** means 9:00 a.m. to 6:00 p.m. (Pakistan Standard Time - PST), Monday through Friday, excluding scheduled Service Maintenance.
* **“Service Maintenance”** refers to the maintenance of the Garaj 24/7 Services, including software and hardware upgrades, database optimization, and network maintenance.

## 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 website/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:

1. recurring or fixed charges in advance;
2. variable charges, in arrears, including but not license usage charges and managed services.
3. installation or set-up charges
4. 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

Early termination Charges: If a Service that is subject to a committed term is terminated prior to expiry of committed term by the Customer (or by PMCL due to the Customer’s breach of the Agreement), PMCL shall be entitled to charge early termination Charges, which shall include the difference between the yearly and monthly payment, charge for each month of Service rendered during the committed term, and PMCL will not refund any Charges paid in advance for the committed term.

## Service Activation Process

The process of service activation is as follows:

1. The Customer agrees to the proposal submitted by PMCL and issues a Purchase Order “PO” to PMCL’s authorized representative.
2. 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.
3. 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.
4. After Service is delivered the Customer will be invoiced as per agreed timelines in the Order Form.

### **Service Availability**

#### **Service Availability Level**

PMCL commits to achieving a service uptime of **99.5%**, excluding scheduled maintenance. The Customer acknowledges that the Internet is a global network outside the control of PMCL and events or issues arising from factors beyond the control of PMCL and PMCL’s infrastructure may impact service availability, without incurring any liability on PMCL.

#### **Limitations**

The commitments outlined in this SLA do not apply to performance or availability issues arising from:

1. **Force Majeure Events**: Factors reasonably outside of PMCL’s control, including but not limited to natural disasters, war, terrorism, riots, government actions, or external network/device failures.
2. **Third-Party Services or Equipment**: Issues caused by the use of non-Garaj 24/7 services, hardware, or software, including inadequate bandwidth or third-party dependencies.
3. **Single Data Center Dependency**: Failures in a single data center explicitly relied upon by the Customer without geo-resilient configurations.
4. **Advised Modifications**: Issues resulting from the Customer’s failure to modify service use as advised by Garaj 24/7.
5. **Previews and Trials**: Downtime related to beta, trial, or pre-release versions of services, features, or software.
6. **Unauthorized or Inappropriate Use**: Actions or inactions by the Customer, including security breaches caused by misuse of passwords or equipment.
7. **Non-Adherence to Guidelines**: Issues arising from the failure to follow required configurations, supported platforms, or acceptable use policies.
8. **Faulty Inputs**: Errors due to incorrect input, arguments, or commands from the Customer (e.g., attempts to access non-existent files).
9. **Quota Exceedance**: Service degradation or downtime caused by exceeding prescribed quotas or throttling due to abusive behavior.
10. **Outside Support Windows**: Use of service features outside of defined support windows.
11. **Unpaid Licenses**: Incidents related to licenses reserved but not paid for at the time of the issue.
12. **Customer-Initiated Actions**: Downtime caused by Customer-initiated operations such as restarts, stop/start commands, failovers, or scaling actions.
13. **Scheduled Maintenance**: Downtime incurred during monthly maintenance windows for patching servers or infrastructure.
14. **Performance Degradation**: Latency or performance issues without actual service unavailability unless explicitly defined in the applicable Service Level.
15. **Third-Party Dependencies**: Inability to read/write in services like SharePoint Online due to third-party failures not controlled by PMCL.

#### **Email Service Exclusions**

The following scenarios are specifically excluded from the service level for email services:

1. **Denial of Service (DoS) Attacks**: Service interruptions caused by malicious traffic.
2. **Customer Misconfiguration**: Downtime due to misconfigured tenant settings.
3. **External Network Issues**: Network outages or delays outside PMCL boundary.
4. **Quota Exceedance**: Issues resulting from exceeding email send/receive limits.
5. **Custom Extensions**: Problems caused by tenant custom policies, apps, or other extensions.
6. **Third-Party Incidents**: Disruptions caused by external entities, such as ISPs or on-premises systems.

### ***Scheduled Maintenance***

To ensure the reliability, security, and performance of our services, **PMCL** performs scheduled maintenance on its infrastructure. Scheduled maintenance activities are excluded from uptime calculations and adhere to the following guidelines:

1. **Notification**: Customers will be provided with at least **48 hours' prior notice** for any scheduled maintenance activities. Notifications will include the maintenance schedule, expected duration, and any anticipated service impact.
2. **Timing**: Scheduled maintenance is typically performed during off-peak hours to minimize disruption to services. Maintenance schedules will be communicated in advance and coordinated to avoid critical business hours wherever possible.
3. **Impact Minimization**: PMCL will make every effort to minimize downtime and service interruptions during scheduled maintenance windows.
4. **Emergency Maintenance**: In cases where urgent updates or fixes are required to maintain service security or prevent system failures, PMCL reserves the right to perform emergency maintenance. Notifications for emergency maintenance will be provided as early as practicable.

**Severity Levels**

**Cloud Customers**

The severity levels of queries are as follows:

| **Severity Levels** | **Description** | **Response Time** |
| --- | --- | --- |
| Level 1 - Emergency | It causes a complete shutdown of the service or a major obstacle for a key part of the users. | Within 30 minutes |
| Level 2 - High | It causes a critical loss of application functionality or performance, resulting in many users' inability to perform their normal functions. | Within 1-hour. |
| Level 3 - Medium | It causes moderate deficiencies in the service provision but does not disrupt the entire process in such a way that immediate action is required. | Within 2- |
| Level 4 - Low | It causes minor deficiencies in the service provision but does not disrupt the entire process in such a way that immediate action is required; it comprises minor incidents or incorrect service behaviour. | Within 4-hours. |

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**On Prem Customers**

**SLA Paid Support**

For on-premises deployments, the response times outlined below apply exclusively to customers with active paid support service.

| **Severity Levels** | **Description** | **Response Time** |
| --- | --- | --- |
| Level 1 - Emergency | It causes a complete shutdown of the service or a major obstacle for a key part of the users. | Within 30 minutes |
| Level 2 - High | It causes a critical loss of application functionality or performance, resulting in many users' inability to perform their normal functions. | Within 1-hour. |
| Level 3 - Medium | It causes moderate deficiencies in the service provision but does not disrupt the entire process in such a way that immediate action is required. | Within 2- |
| Level 4 - Low | It causes minor deficiencies in the service provision but does not disrupt the entire process in such a way that immediate action is required; it comprises minor incidents or incorrect service behaviour. | Within 4-hours. |

**Termination**

Either of the Party can terminate its obligations under this Agreement by providing the other Party a thirty (30) days advance written notice, whereby the Agreement will thereupon be terminated without prejudice to any other remedy or right, and in case of early termination, the customer is liable to pay the remaining amount of the subscription.

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).

## 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:

1. 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
2. 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.
3. The Customer is unlawfully using the Service.
4. The Customer has breached any provision of the Contract
5. It is required under any regulatory or emergency
6. The operations, security or efficiency of a Service is impaired by Customer’s use of Service or Customer Equipment connected to the Service

**Jurisdiction and Arbitration**

This Agreement along with Annexes shall be governed by and construed in accordance with the Laws of the Islamic Republic of Pakistan.

If a dispute arises between the Parties, then all such dispute(s) shall be settled through arbitration by a sole arbitrator to be appointed with mutual consent of Parties. The arbitration shall be held under the provisions of the Arbitration Act, 1940 as amended. The arbitration shall be in held in Islamabad in English language. The award of the arbitration shall be binding on the Parties. The Parties shall bear the cost of the appointed arbitrator equally.

## 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](mailto: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 |