

# Disaster Recovery as a Service (VSR)

## 1.1 TERMS & CONDITIONS

- The service term is renewable on annual basis unless the customers states otherwise.
- Monthly recurring fee will be paid every months.
- Upon issuing the purchase order, customer will need to make an advance payment of the First Time Fees and one month of the Monthly Fees
- Pricing may be subject to change during the Terms & Conditions preparation, review and agreement period
- MOBILY DR's initial replication will be performed over Mobily Links.
- Mobily will boost the IPVPN bandwidth until the first replication completion for free.
- The replication IPVPN bandwidth has been provided as estimation. Any growth in the data replication rate during contract period will necessitate customer to obtain more bandwidth to assure the RTO/RPO of the service
- All amounts expressed to be payable under this [Contract/Amendment] by Customer/Purchaser to Mobily whether in whole or in part for any supply of products/services shall be deemed to be exclusive of any applicable VAT. If VAT is chargeable on any supply under this Contract/Amendment , the Customer/Purchaser shall pay to Mobily an amount equal to the VAT and Mobily shall promptly provide a valid VAT invoice and VAT registration certificate to the Customer/Purchaser where so required to by law.
- If customer requires Mobily to rollout a new fiber or install and construct any additional facilities in the provision of the Service, such customer order shall specify extra Non-Recurring Charges that are payable by the customer in advance.
- Customer shall allow and facilitate for Mobily access to the Customer Premises to the extent determined by Mobily for the installation, inspection, and scheduled or emergency maintenance of network devices and elements relating to the Service. All Mobily network devices and elements provided with the service shall remain under the ownership of Mobily.
- Customer shall not permit others to, rearrange, disconnect, remove or attempt to repair or otherwise tamper with any Mobily's network device or element without the prior written consent of Mobily.
- Customer shall be responsible for maintaining the proper environment for Mobily's network devices and elements in the Customer premises.
- Customer shall reimburse Mobily for the actual and reasonable cost of replacing any Mobily's network devices and elements stolen, damaged or destroyed.
- Mobily shall not be responsible for the operation or maintenance of any Customer's Hardware. Mobily undertakes no obligations and accept no liability for the configuration, management, performance or any other issue relating to any Customer Hardware.
- In case of customer early termination event, customer shall pay to Mobily (a) Early termination charges equal to the sum of Monthly Recurring Charges of the remaining contract term.
- Mobily shall not be liable in any circumstances to the Customer for any loss of revenue, profit, anticipated savings, or indirect or consequential loss or damage or for loss or destruction of data.
- The connectivity services described in this proposal are subject to availability and customer location coverage at the time of service ordering
- The customer is not allowed to downgrade the bandwidth during contract period

## 2 RENEWAL AND CONTRACT EXPIRATION

### Renewal

MOBILY will, at least three months before the Services End Date, issue the Customer a Renewal Notification or give the Customer written notice of MOBILY's intention to not renew the Services. If Customer wishes to continue the Services without interruption beyond the current Services Period, Customer must contract for a continuation of the Services, as per the renewal Schedule provided by MOBILY, a minimum of two months prior to the expiration of the Services End Date applicable at that time. If Customer fails to renew, MOBILY will terminate Customer's Services immediately upon expiration of Customer's current Services Period.

### Contract Expiration

Upon expiration of this contract for the Selected Services and if not renewed, Mobily will:

- a. Disable access to, and make unreadable, all Content in the Recovery Site; and
- b. Revoke Customer’s logon access to the Web-based portal

### 3 LIST OF OPERATING SYSTEMS SUPPORTED

Below is a list of all MOBILY DR service compatible OS:

Linux	Windows
Red Hat Linux 5 32/64-bit (from 5.8 to 5.9.3)	Windows Server 2012
Red Hat Linux 6 32/64-bit (from 6.0 to 6.4)	Windows Server 2012 ReFS
Red Hat Linux 6 Unbreakable Kernel (Kernel 3.8.13)	Windows Server 2008 EFI
Red Hat Linux 7 64-bit	Windows Server 2012 with EFI partitions
CentOS (Community Enterprise Operating System) Linux V5/V6 (32 bit and 64-bit) and V7 (64 bit)	Windows Server 2003 32/64-bit
Oracle Enterprise Linux V5 and V6 (32 bit and 64-bit), and V7 (64 bit)	Windows Server 2008 32/64-bit
SUSE V11 64-bit (Sp1 and Sp2)	Windows Server 2008 R2 32/64-bit
Multiple VG support	Windows Storage Server 1
Scientific Linux V5 64-bit	Windows OEM
UEFI support for Linux systems	Windows Server 2016

#### 3.1 MAINTENANCE OF RECOVERY SITE

Mobily’s scheduled maintenance hours for a Recovery Site will be provided by Mobily to Customer Point of Contact. The Service may not be available during scheduled maintenance hours or when unscheduled maintenance, engineering changes, or upgrade activities are being performed, or during other unplanned interruptions. Mobily reserves the right to interrupt the Services to perform emergency maintenance as needed. In any such circumstances, Mobily will use commercially reasonable efforts to notify Customer. Scheduled maintenance hours may change upon notice.

#### 3.2 ESCALATION PROCEDURE

The escalation for customer services faults is approached on hierarchy model to handle technical helpdesk operational activities at all levels.

This includes performing tasks such as following up problems, returning phone calls, reporting of incidents, notification, incident report, monitoring and escalation.

The first-level Business Care will record event in an incident tracking system that allows a logging process to take place at the onset of a call also notifying to all concern staff as well as is responsible for managing the tickets.

In case the issue isn’t resolved at the first-level, the event is escalated to a second-tier level that has the necessary resources to handle more difficult calls. The event is escalated to one of the specialized teams based on the type of issue and severity.

The third tier line of support will engage instantly based on the severity of the event and effect to business to resolve the event ensuring the compliance service level agreements.

Level	Channel
1 <sup>st</sup> Level	.If no response within 1 Hr shift manager 901 901shift-manager@mobily.com.sa +966560323081
2 <sup>nd</sup> Level	.If no response within 4 Hrs Business Support Center Management 901M@mobily.com.sa
3 <sup>rd</sup> Level	.If no response within 6 Hrs Business General Management 901GM@mobily.com.sa
4 <sup>th</sup> Level	.If no response within 12 Hrs Business Executive General Manager 901EGM@mobily.com.sa

### 3.3 FORCE MAJEURE

Means an event outside the reasonable control of MOBILY, including without limitation to industrial disputes of any kind, war declared or undeclared, blockade, disturbance, a natural disasters such as lightning, earthquake, storm, flood, explosion or meteor, fire, epidemics, law or any powerful lawfully exercised by a government agency, any change in any applicable law, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or telecommunication outage or degradation.

In the event of any one or more of the foregoing occurrences, notice shall be given by the party unable to perform to the other party and the party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. MOBILY shall not be liable, nor shall any credit allowance or other remedy be extended, for any failure or performance or equipment due to cause beyond MOBILY control ("force majeure events"). In the event MOBILY is unable to deliver service as a result of a force majeure event, CUSTOMER shall not be obligated to pay MOBILY for the effected service for so long as MOBILY is unable to deliver the effected service.

Should the suspension of obligations occur due to force Majeure, upon discussion, either party may terminate the contract by sending a registered letter with acknowledgement of receipt to the other party without indemnity.

### 4 SERVICE LEVEL OBJECTIVES

Mobily commits to the recovery of each of the Covered Servers as per following RPO/RTO after declaration of an Outage Emergency by the Customer. No RPO/RTO measurements during test.

	SLO	Commitment
1	RPO (hours)	Near zero
2	RTO (hours)	1 (one) hour per server up to VM computer resources level

### SLO Terms and Conditions

- The first ninety days of the Steady State phase will be treated as Stabilization Phase. No SLOs will apply during the Stabilization Phase.
- RPO achievement is dependent on availability of required Bandwidth for data replication.
- RTO is a Joint responsibility of Mobily and Customer.
- Customer will need to do the system checks and readiness within RTO timelines.
- Mobily Committed RTO will be applicable for making the VM and storage available

### 9. Disputed Invoices

9.1 If Customer disputes any portion of a Mobily invoice, Customer must submit written notice of the claim with a sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected

Service for the disputed amount within sixty (60) days from the date of the invoice for those Services.

9.2 Customer waives his right to dispute any invoice not disputed within sixty (60) days from the date of the invoice.

9.3 Non disputed amounts should be paid on time and should not be affected by any dispute.

9.4 In the event that the dispute is resolved in favor of Mobily, Customer has to pay the disputed amount immediately or within the period set by Mobily.

## SLO Exclusions

The SLOs will not apply when:

- a. The recovery is affected by reasons beyond Mobily's reasonable control including an act of God or an action by statutory bodies or law enforcement agencies or cyber-attack or security breach at the primary site ; and any other reason not solely attributable to Mobily; or
  - b. The Customer fails to provide any information or other assistance that the Customer is required to provide under this SOW.
  - c. During Test / exercise.
- 5 SERVICE

## 5 SERVICE LEVEL AGREEMENT

This Schedule describes the Service Levels for the Services and Mobily will meet or exceed the Service Levels as set forth in this agreement. The service credits set forth in this SLA are CUSTOMER's sole and exclusive rights for any failure of the Service, including without limitation for any breach of warranty, except as specifically set forth.

During the Term, CUSTOMER and Mobily may agree on different Service Levels and may amend the Agreement in accordance with Change Control Procedure.

### 5.1 SERVER AVAILABILITY

The parties agree that for the purposes of this Agreement and calculating Service Level achievement against the Service Level targets set out, Server Availability shall be calculated for the Measurement Period as specified below:

Server Availability during the Failover Phase = the figure taken as a percentage at the end of such Measurement Period formed by the equation

$$\frac{(\text{Total Server Hours} - \text{Lost Server Hours}) \times 100}{\text{Total Server Hours}}$$

Where:

**Total Server Hours** = the product of the number of servers failed over multiplied by the total number of hours within the relevant Measurement Period during the Failover Phase.

**Lost Server Hours** = number servers to be provided from the MOBILY DR environment that are Unavailable at any time during the Measurement Period multiplied by the total number of hours within the Measurement Period that such servers are Unavailable.

Hours shall be calculated to two decimal places.

- SLA measurement will be tracked by Mobily during the measurement period
- Any Service Credit due will be discounted from the next monthly charges invoice

## 5.2 SERVER AVAILABILITY DURING THE FAILOVER PHASE

1. During any Failover Phase Mobily will provide the Services at a Server Availability of 99% when averaged over the Measurement Period as set out in this section.
2. Mobily will pay to CUSTOMER the Service Credits set out in the Table A below in respect of the Failover Phase where the Server Availability for such period in the Mobily Recovery Centre falls within the bands A to C as set out below:
  - A -Less than 99% and greater than or equal to 95%.
  - B -Less than 95% and greater than or equal to 90%.
  - C -Less than 90%.

Table A Measurement Period of Service Hours, 24x7 during the Failover Phase respectively, Service Credit expressed as % of annual charge for the declared VM's			
	A	B	C
Service Credit as % of the annual charge for the declared VM's	5%	7%	10%

## 5.3 OTHER TERMS AND CONDITIONS

The parties agree that the following events shall be excluded from the calculation of Unavailability and Lost Server Hours:

- Planned outages, maintenance and changes requested by customer.
- Planned outages and maintenances provided that Mobily has notified customer three days earlier.
- Force Majeure Events, Interruptions or delays due to labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond MOBILY's reasonable control
- Customer managed network, network devices, and local access to customer facility or customer non readiness.
- Any act from customer or any of his agents, contractors or vendors.
- Failure in any additional facilities which are required in order to connect customer's premises to the supplier's network.
- Anything which is associated with or caused by planned maintenance events or cable cuts on the supplier's Network (which are not due to the fault or negligence of supplier).
- The Services are not designed to replicate encrypted data.
- Mobily will have the right to block Customer's network if it detects a virus proliferation or a malware attack from the Customer's network

- **Exercise**

An Outage emergency will take precedence over any Exercise of Disaster and Test VMs. Customers with Outage emergencies may displace other Customers, who are Exercising, from shared recovery infrastructure elements at any time and without notice.

- **Service Rights, Access, and Use**

Subject to Customer's compliance with this SOW and payment of all applicable charges, Mobily will provide Customer access to and use of the Service pursuant to the terms of this SOW.

Mobily may provide hardware or software to be installed on premises provided by the Customer, in order to implement the Services. Mobily or its suppliers retain all rights, title, and interest in the Services Components including Enabling Software. Customer may not

- o use, copy, modify, link to, or distribute any portion of the Service Components or Enabling Software, except as expressly provided in this SOW; or
- o Reverse assemble, reverse compile, or otherwise translate any of the Service Components or Enabling Software except as specifically permitted by law without the possibility of contractual waiver.

- **Enabling Software**

Mobily will provide access to Enabling Software in connection with the Service. Customer is granted a limited license to use any such Enabling Software only for the purposes stated in this SOW, to facilitate or enable Customer's access and use of the Services. All right, title and interest in and to any such Enabling Software Mobily provides remains with its rightful owner. Any software provided by Mobily from a third party supplier used to implement the Services is provided without any Mobily warranty.

- The overall payment of Service Credits by Mobily over the Term of the contract is limited to the amount of 10% of the Annual Charge for each year of the contract.