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Service Level Agreement

Taqnyat Al jawal

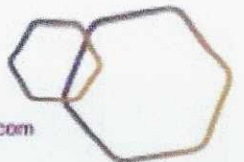


 P.O.Box 5480 Dammam 31422 Saudi Arabia

 800 304 304 3

 Email sales@sahara.com

 Visit www.sahara.com





Service Level Agreement

1.0. Purpose:

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between

Sahara Network (Referred to herein as **Sahara Net** or the **First Party** in this agreement) and **Taqnyat Al jawal** (Referred to herein as **Second Party** in this agreement) to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of cloud services to **Second Party** through Sahara Net existing infrastructure. This SLA will evolve over time, with additional knowledge of the customer requirements, as well as the introduction of new applications and services into the support portfolio provided to **Second Party**.

2.0. Definitions:

- “SLA” means Service Level Agreement.
- “Sahara Net” shall mean the company **Sahara Network** and its officers, shareholder and employees.
- “DSP” means Data Service Provider are companies or organizations that provide and operate Internet Infrastructure such as International gateways (STC, Mobily, Zain, ITC are examples)
- “Service” shall mean the hosting of the servers at Sahara Net data center in Dammam
- “Customer/User” Shall mean the end user of the Service, in this case (**Second Party**)
- “Availability” shall mean the quality of being available for use when needed. In this agreement shall mean the continuation of provided service(s) for no less than the specified level of service.
- “Performance” shall mean the perceived quality of the provided service(s) in terms of the “perceived response time”. It is essential to understand that such a measurement is highly questionable as it is affected by many factors and therefore, does not always necessarily reflect the actual quality of the provided service(s).
- “Misuse” in the contents of this agreement shall mean the inappropriate usage by the Customer/User of provided services in a manner that can either cause damage, failure, or unauthorized access to others’ networks, PCs, or private or confidential information. This includes but is not limited to: sending any form of unwanted e-mails (SPAM), hacking or attempting to hack, attempting to block access to specific or generic networks or users, sending viruses or Trojans and any sort of action to this extent or that can be perceived as misuse of network resources.

3.0. Contact Information

Sahara Net Customer Care is available on a 24x7x365 basis to the Customer/User. The mean wait time to reach a Sahara Net Support is guaranteed to be no more than 30 minutes. The Customer Care center is reachable via the following main methods:

Toll Free Number: 800-304-304-3

Telephone: (013) 832-2299 Ext. 2

Fax: (013) 834-3390

e-mail: support@sahara.com





4.0. Terms and Conditions:

4.1. General

- Sahara Net being ISO27001 certified, meets the following compliance standards required by various regulators in the Saudi Market:
 - Adhere to "Customer Information Security" policies
 - End-User data protection, customer data will not be erased or modified without prior agreements from the customer
 - End-User Access Control, to be fully controlled and managed by the customer
 - Termination Procedures to ensure proper data deletion and authorized access
 - Network Access continuity plan, to enable customers access to their designated areas
 - Sahara Net is classified as Class (A) Service Provider according to CITC classification. Customers shall classify the data as per CITC classification.
- Special Terms:
 - Notifying customers of any major incident within 24 hours
 - Sahara Net is committed to provide customer with effective plans to remedy any major incident preventing customers from accessing his data
 - The customers data for VPS and dedicated server will be segregated from other customers data and resources.
 - All data will be hosted inside the kingdom of Saudi Arabia for any cloud services provided unless specified.
- Growth Business Plan
Sahara Net is planning on enhancing its portfolio by adding the following services during the coming year:
 - Oracle Cloud
 - Cloud Call Center
 - Cloud PBX
 - SOC Services

4.2. Agreement Validity

This agreement is valid for ONE year starting from activation or billing dates and ends at the last hour of the billing cycle. This agreement is renewable under the same clauses and with all service(s) under this agreement extended for another year. In addition, this agreement is void if any of the services under it are discontinued or unpaid for any reason.

4.3. Use of Services

Customer agrees NOT to use the provided services for anything prohibited by the laws of Saudi Arabia. Customer also agrees NOT to resell the provided services to any third party other than its own staff without written approval from Sahara Net. Any misuse of the provided services may cause termination of service without refund. Customer also agrees to be responsible for the actions of its users and staff using the provided services and agrees to do its best effort to prevent misuse in addition to following known best security practices.

4.4. Service Availability

Sahara Net will provide service on Azure Stack Nodes Infrastructure and Azure Stack Portal access availability with a reliability of 99.90% - our technical support staff will be reachable on 24 hours a day, 365 days a year basis.



4.5. Working Hours

Normal working hours: 8:00 AM to 5:00 PM Sunday to Thursday.

Extended Working hours: 5:00 PM to 10:00 PM Sunday to Thursday

8:00 AM to 5:00 PM Fridays, Saturdays and public holidays

Standby Working hours: 10:00 PM to 8:00 AM Sunday to Thursday

5:00 PM to 8:00 AM Fridays, Saturdays and public holidays

4.6. Severity Levels and Response Time

Problem types and their severity will be described as follows:

1. [High] Problem causing major impact on the client's business continuity
2. [Medium] Problem causing intermittent impact on client's business continuity
3. [Low] Minor or no impact on client's business

4.7. Mean Response Time

All service requests must be made to Sahara Net Customer Care Center via any of the methods explained in 3.0 and backed by a Ticket Number. The response time will start once Sahara Net being informed by the Customer/User of a problem in any service provided by Sahara Net.

The Below response Timetable depends on the problem severity type:

Severity Level	Response within *Working hours	Response within Out-working hours
High	1 Hours	3 Hours
Medium	3 Hours	4 Hours
Low	6 Hours	12 Hours

4.8. Trouble Tickets

Upon Customer/User report of a problem, the problem will be ranked as per the severity and if the problem is not solved at once, then a Trouble Ticket will be issued to the Customer/User. The ticket # will be the Customer/User reference later on for this problem. The ticket will be escalated internally to the appropriate support staff as per internal procedures.



4.9. Support Scope

4.9.1. Azure Stack

- **Services:** Azure Stack is not replica of azure public service till now and Sahar Net responsible for azure stack supported services only.
- **Monitoring and diagnostics:** Monitoring, notifications, and management capabilities allow you to manage the infrastructure and service health, performance, and capacity that underlie your tenant workloads.
- **Patching and update:** Sahara Net will update azure stack infrastructure software while minimizing the impact on business applications, services, and workloads.
- **High Availability & Business data protection:** Sahara backup will enable tenant-driven protection for business applications and services if customer agree to purchase Sahara backup (Svault)
- **Security and compliance:** Azure Stack have a secure-by-design approach across network, data, and management.
- **Hardware lifecycle management:** Azure Stack will have validated workflows to enable the replacement of failed components that we have SLA with hardware provider.
- **Intuitive experiences:** A portal and command-line experience highlights the common actions you need to perform. This allows you to make decisions quickly and intuitively.

4.9.2. Managed Services

- Operating System updates/patches.
- Software updates/patches (supported software only).
- Anti-virus updates/patches (supported software only).
- Provide web-based equipment resource monitoring including critical server services.
- Backup databases and files. Customer needs to specify needed files to backup.
- Backup Mail Server configuration.
- Monitor backup process.
- Database corruption recovery by restoring backup only.
- Appliance general management (limited to approved appliances) which is limited to twenty-four (24) updates/requests per contract year. Additional requests per contract to be paid separately.

5.0. Availability and Compensation:

These connectivity services may be critical to the Customer/User. A high degree of availability is necessary for the Customer/User to achieve their purpose. The network shall be available 24 hours per day, except for scheduled weekly maintenance as defined in the SLA.

Availability is calculated at the end of each month in accordance with the following formula:

$$A = (T - D) / T$$

A = Availability of the Service (expressed as percentage).

D = Downtime in the respective month (expressed in Minutes), excluding scheduled down times and 3rd party down times.

T = Total Number of Service Minutes in the respective month.



5.1. Boundaries of Responsibility

Faults, down times (scheduled or otherwise) and problems caused by any third party other than Sahara Net may not be included into this SLA. Such faults are outside the controls of Sahara Net and therefore, Sahara Net cannot be held responsible for them. Such possible problems include but are not limited to down time and problems from DSP centers, down times and problems from DSP employees or network, slowness from international providers. Furthermore, problems or down times attributed to Customer/User misuse of equipment, configuration changes and network alterations without prior written approval of Sahara Net are outside this SLA.

5.2. Responsibility Decision

Sahara Net is the only partly responsible to decide the source or cause of the problem/down time. The Customer agrees to uphold Sahara Net as a trusted partner whose main interest is the Customer's satisfaction and uptime. Our interest is not to deviate or mislead customers. Sahara Net is always transparent and clear with Customers.

5.3. Unavailability & Liability

Will be calculated and reported as follows: If in any calendar month Sahara Net does not meet the specified availability (99.95%), Sahara Net will compensate the Customer. The amount of compensation will be determined in accordance with the rules set out below in 10.6. Sahara Net will compensate by crediting the Customer account towards services from Sahara Net. No cash payments may be made to the Customer as a result of compensation. This compensation will be the limit of Sahara Net's liability for the non-availability of the service in the contract between Sahara Net and Customer. Sahara Net shall be indemnified of any other possible liabilities.

5.4. Calculation of Down Time

Downtime is calculated from the time of notification of a fault by Customer and opening of a respective Ticket and ends when the service is restored to full working order as determined and verified by Sahara Net.

5.5. Planned Outage

Planned Outages by Sahara Net, DSPs or any future third party that may be involved in the delivery of the services contracted for will be notified to the customer. Wherever possible, Sahara Net will ensure that Planned Outages each month are at a minimum. Planned outages are not refundable and not calculated as part of the availability.

Sahara Net reserves the rights to plan a maintenance window in order to retain acceptable level of service to the customers. This may include WPOP relocation or customer equipment relocation or any other required maintenance. The customer will be notified at least 24 hours ahead of time.

5.6. Compensation Calculation

If availability falls below the guaranteed levels in any particular month then Sahara Net shall credit the Customer by reference to the following table.

Monthly Network Availability	Reimbursement of Monthly Service Fee
90.00% – 99.9 %	3 %
Below 90.00 %	5 %



6.0. Performance Notice

Network Performance measures are affected by many factors, some of which are outside Sahara Net control, we expect full cooperation to analyze and determine the cause of any service degradation due to network performance, once the cause is identified we expect client to take whatever action required to remedy the issue on stake.

In addition, the performance of the network generally related to the number of connections and number of users connected. the more users need to be connected to the same service. The more resources are required to meet certain performance level.

7.0. Termination of the Agreement:

This agreement is made to serve the purpose mentioned in the agreement in its true sense and nature to provide the services to the Customer/User.

However, the parties under this agreement reserve the right to terminate or apply for termination of this agreement serving one month notice to the concerned party. The concerned parties are required to settle causes of termination including payments/clear all their outstanding dues/payable accounts accordingly within two weeks from termination notice.

- 7.1. Customer/User may terminate the agreement by giving Sahara Net notice of at least one month (30 working days) prior to the next month billing cycle.
- 7.2. Sahara Net reserves the right to suspend and/or terminate the agreement by giving Customer/User advance notice stating the details of the breach and the period of fifteen days for Customer/User to remedy the breach if such breach is capable of remedy. In the event that:
 - Money payable by Customer/User for the service are not settled in full or any deposit required by Sahara Net is not paid, or
 - Customer/User has provided false or incomplete information to Sahara Net, or
 - Customer/User has breached any of the terms and conditions in the agreement, or
 - If in the opinion of any relevant regulatory authority or law enforcement body that is not in the public interest to continue providing the service to Customer/User for any reason whatsoever, or
 - Where Customer/User becomes insolvent or losses its original identity or ceased to carry out business or declared a bankrupt, or
 - For any reason beyond Sahara Net's reasonable control.
- 7.3. Upon Termination of agreement
All charges (if any) accrued prior to termination under the agreement shall immediately become due and payable to Sahara Net regardless of the reasons behind cancellation. Fees paid in advance are not refundable. The customer has the right to retrieve the hosted data on the servers upon the termination of the service.





8.0. Force Majeure

In all cases, Sahara Net will abide by time durations and levels of service mentioned in each clause except for any delays resulting from Force Majeure such as strikes, riots, arson, floods, any other irrepressible circumstances, acts of Nature or due to events beyond the normal control of Sahara Net.

9.0. Notices

All notices given by any party under this agreement shall be in writing and addressed to the relevant parties. The Customer/User shall fully indemnify Sahara Net in case of any direct or indirect action by the Customer/User or persons acting on the Customer/User's behalf that causes damage to Sahara Net or third parties claiming damages from Sahara Net.

10.0. Choice of Law

This agreement shall be construed in accordance with, and governed by, the laws of Saudi

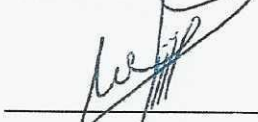
Arabia. Any legal action or other proceeding relating to this agreement or the enforcement of any provision of this agreement shall be brought or otherwise commenced in courts located in Dammam, Saudi Arabia only.

11.0. Acceptance of Terms and Conditions

The signing implies and confirms that the Customer/User has read and understood all the contents of terms and conditions carefully and agrees to act in accordance with this agreement.

On behalf of

Sahara Net



Signature

Meshal Khalid Alouni

Name

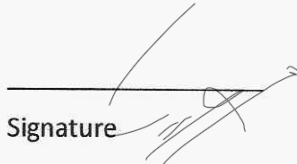


Official seal / Stamp

15 Oct, 2023

Date

Client's Name



Signature

Saud Al Sulami -

Name



Official seal / Stamp

18 / 10 / 2023

Date

