

National Data Center

Virtual Private Service (VPS)

Service Level Agreement (SLA)

Bangladesh Computer Council

Information and Communications Technology Division

Ministry of Posts, Telecommunications and Information Technology

ICT Tower, 14-E/X Agargaon, Sher-e-Bangla Nagar, Dhaka 1207

☎ 55006840, e-mail: datacenter@bcc.gov.bd Web www.ndc.bcc.gov.bd

This Service Level Agreement (herein after called "SLA") is made on the _____ day of _____, 20..... between:

(a) The Bangladesh Computer Council ("BCC"), ICT Tower, Agargaon, Sher-e-Bangla Nagar, Dhaka Bangladesh as the first party (Service Provider),

And

(b) _____
(Please fill up)

for **Virtual Private Service** (hereinafter referred to as VPS) the 2nd party.

1. Description of this Service Level Agreement

This Service Level Agreement ("SLA") sets forth the terms and conditions for having the VPS service provided by the National Data Center of BCC. By signing this SLA, the Customer acknowledges that (s)he has read, understood and agreed to be bound by all term's and condition's of this SLA, the accompanying fee schedule, the dispute policy and any rules or policies that are or may become effective when published/circulated by BCC in this regard.

2. National Data Center, BCC

BCC is the apex statutory body of the Government of Bangladesh under Information & Communication Technology Division (herein after "ICTD") for the development of ICT in the country. BCC runs and manages the National Data Center of Bangladesh to provide various services mainly segregated in 3 categories: Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS). The National Data Center is the Tier-III standard data center in the country where services provided in 24x7.

3. Virtual Private Service (VPS)

BCC host National Data Center of Bangladesh. NDC provides two different categories of computing services like VPS services and load balancer services. NDC provides VPS services in **Basic, Standard & Advance and Premium categories** with distinct offers and services.

4. VPS Service Matrix

The following table defines the service matrix for VPS Service of the Service Provider:

Sl.	Features	Value
1	Virtual Private Service (VPS)	
	Packages (Choose One)	Basic: 2 vCPU, 4 GB RAM, 100 GB Storage
		Standard: 4 vCPU, 8 GB RAM, 200 GB Storage
		Advance: 4 vCPU, 12 GB RAM, 300 GB Storage
Premium: 8 vCPU, 16 GB RAM, 500 GB Storage		
2	NDC Network Access	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Security Zone Requirement	<input type="checkbox"/> DMZ <input type="checkbox"/> Database <input type="checkbox"/> App Zone <input type="checkbox"/> KVM/MGMT/iLO <input type="checkbox"/> NMS
4	IP Requirement	Public IP (Maximum 8): Private IP:
5	Installation	Shall be completed by Customer, any requirement of cable from BCC devices to customer devices shall be borne by the customer.
6	BCC Commissioning Support	Necessary support will be provided as required during installation activities of customer. During the activity a representative of BCC will be there always to coordinate and support.
7	Compliance	Customer shall support NDC during their activity as informed that is relevant with the compliance of following NDC standards: <ul style="list-style-type: none"> • ISO 20000 • ISO 27001 • TIA 942
8	Resource Access	Remote access to resources is available provided that customer's devices have management ports and NDC IP configured on those. All remote access is possible after proper authentication of IPsec VPN users provided to the Customer.
9	Post Implementation Support	<ul style="list-style-type: none"> • On request physical reboot of customer devices • Support to ensure availability of power, cooling and network into customer devices

5. Responsibilities of the Customer

The following are responsibilities of the Customer (not limited to):

- 5.1 Customer must comply with the **User's Policy** available at the website of BCC (<https://ndc.bcc.gov.bd>).
- 5.2 Customer must comply with other relevant law or policies (e.g. ICT Policy, ICT Act, Digital Security Policy, Information Security Policy etc.) of the Government of Bangladesh.
- 5.3 The Customer must assign and mention their administrative and technical contact point. These contact points are responsible for all sort of communication with National Data Center (NDC), BCC:

Sl.	Role	Name & Designation	Mobile#	Email@
1	Technical Contact 1			
2	Technical Contact 2			
3	Administrative Contact			

If any changes in these contact person changes, it must be informed within 5 working days to facilitate necessary modification and privileges.

- 5.4 The Customer is responsible for taking of backup of their data. Backup service is not an in built feature of VPS Service. Customer can ask Backup Service separately by choosing required plan from the service catalogue.
- 5.5 The Customer must register for their Domain Name to corresponding agency. During registration of the domain name, the Customer can use the DNS address of the Service Provider (BCC) which is:
 - Primary DNS: 103.48.17.17 (dns1.bcc.gov.bd)
 - Secondary DNS: 43.229.13.13 (dns2.bcc.gov.bd)
- 5.6 BCC does not assist its Customer for domain registration or any other services which is not provided directly by BCC.
- 5.7 The Customer is responsible for deploying their application into the system after the infrastructure is handed over to them.
- 5.8 The Customer is responsible for activation of license into their system.
- 5.9 It is recommended to conduct third party VAPT/security audit of the customer infrastructure before going to the production.
- 5.10 Any malware activities from Customer devices into NDC infrastructure or any outside infrastructure will lead to suspension of that device/host/service from the NDC network and such incident will be notified to the customer before suspension. Devices/host/Service connection will be resumed when customer confirms BCC about the successful mitigation.
- 5.11 Physical access to the data center premises is controlled by **Physical Security Policy of NDC**. For accessing Data Center, customer must take prior approval from BCC by sending name and details (Photo and copy of office id, NID) of the intended participants.
- 5.12 BCC does not maintain the asset management of customer devices, customer must maintain their asset inventory, labeling, tagging of their devices by themselves.

- 5.13** Customer is responsible to properly rack & stack their equipment and latch their cables so that it conforms to standards of the Data Center.
- 5.14** Customer shall follow the appropriate procedure instructed by BCC for equipment in/out activity. Such activity requires prior notification to BCC.
- 5.15** Customer must send their vendor details, vendor working tenure, vendor working modality to NDC, BCC at a prior time for accessing Data Center premises for Customer support. Customer shall ensure the presence of their representative for all time while vendor is working in NDC premises in their infrastructure.
- 5.16** The Customer shall comply with any other responsibilities as informed them through official letter apart from those mentioned here and in the User Policy.

6. Service Provider Agreement

6.1 Service Availability

Since the data center is a tier-III standard data center, BCC ensures 99.982% uptime which is about 1 Hour and 35 minutes downtime in a year. However, this uptime is applicable for power and HVAC system only.

The network availability is ensured through redundant network and internet backbone from two different IIG operators of Bangladesh. Apart from network, power and infrastructure availability is also ensured by BCC. The service availability mostly depends on the applications and on the underlying computing, network and storage infrastructure which is not part of the responsibility of BCC in this particular SLA.

6.2 Schedule Maintenance

BCC conducts schedule maintenance of its infrastructure during when the service may not be available or the server response time may get slower. BCC will make every effort to limit the interruption of the service due to such maintenance. The maintenance period is always in the weekend and after the typical office hours. The Customer will be notified by email beforehand in such cases.

6.3 Emergency Maintenance

In case of any emergency maintenance required by BCC for NDC which may impact the service of the customer will be notified through email and mobile to the technical contacts provided in Section 5.

6.4 Non-emergency Enhancements

Enhancements and changes that do not require a service outage and that do not affect user workflow are implemented upon completion. Enhancements and changes that require a service outage are scheduled outside business hours. Users are notified at least two working days in advance when a non-emergency service outage is required to implement an enhancement or change.

6.5 Incident/Service Request Management & Response Time

Service Request (SR) can be raised by the Customer in any of the following form:

Email Assistance : datacenter@bcc.gov.bd; support@bcc.gov.bd
Online Support : support.bcc.gov.bd

BCC is committed to provide an exceptional level of support for the whole life cycle of Customer services. BCC's 24/7/365 **Critical Issues Support Line** will be always ready to respond critical and non-critical issues that the Customer might be experiencing with their service. Considering the severity and time of reporting the SR, the Mean Time to Attend (MTTA) and Mean Time to Resolve (MTTR) for the service is given below:

Priority Code	Definition	MTTA (Mins)	MTTR (Hrs)
P1	Critical / Major	15	6
P2	High	30	10
P3	Medium	60	24
P4	Low	120	48

Notes on Priority Definitions:

Priority	Description
Critical / Major	The Incident has caused a stoppage, or has the potential to cause a stoppage on all or majority of the services being provided by the National Data Center.
High	The Incident has resulted in a work stoppage and has significantly impaired the user's ability to perform their normal business operation. A workaround is not available.
Medium	The Incident has not resulted in a work stoppage, but has impaired the user's ability to perform their normal business operation. A work around is available.
Low	The Incident has not impeded or disrupted the service and is more of an inconvenience, or all incidents that don't fit the Medium, High or Critical definition.

6.6 Service Continuity

BCC does not provide any service continuity for Colocation Service as BCC DR is not built for such purpose. Service Continuity of customer service solely depends on how customer is planning their infrastructure while taking colocation service. The DR of BCC is only applicable for BCC's internal systems and for certain services which includes Critical Managed Services and VPS services.

7. Escalation Matrix

In the event of dissatisfaction with the services rendered, Customer may contact the Business Relationship Manager, National Data Center, BCC. Following is the escalation matrix:

Escalation Level	Role	Name	Landline	Mobile	Email
Level1	Business Relationship Manager	Biswajit Tarapdar	+88-02-5500 6840	+88-01717-687792	biswajit.tarapdar@bcc.gov.bd
Level2 (After 3 Days of Level 1)	Management Representative	Hasan Uj Jaman	+88-02-5500 6840	+88-01760-403336	hasan.jaman@bcc.gov.bd
Level3 (After 2 days of Level 2)	Director Data Center	Tarique M Barkatullah	+88-02-5500 6840	+88-01670-974703	tarique.barkatullah@bcc.gov.bd

In case of any disagreement while defining any service severity or understanding service scope, authorized technical representatives from both the parties will finalize this issue and if the representatives fail to settle this issue, such cases will be escalated to the Top Management of the Customer and Top Management of NDC.

8. Termination, Cancellation and Suspension of Service

Each Customer reserves the right to terminate or cancel their service subscription with BCC at any point of time and for any reason through an official service termination letter to BCC. On the other hand, BCC reserves the right to terminate, cancel or suspend the service of a Customer for any of the following reasons:

- If the Customer fails to comply with the **User Policy** and the terms and conditions of this SLA.
- If the information system of the subscriber generates any malware or virus or worm or malicious code.
- If the information system of the subscriber generates inbound or outbound DDoS traffic.
- If the information system of the subscriber generates unexpectedly high traffic packet.
- If the information system may interrupt other hosted services in the data center.
- Any other reason that may lead to suspension, cancel or termination.

After termination of the service BCC is not liable for the data of the Customer whose service is already terminated.

9. Ownership of Data

The data or content in the information system is the data of the corresponding Customer; BCC does not have any ownership and liability for the service, data or content managed by the Customer.

10. Service(s) Fee

Currently **VPS** Service of the NDC is provided free to promote IT services in the government. Since operational, maintenance, utility and other cost are involved to run the services in 24X7 basis, it may be deemed by the government to impose charges for the provided services. In

such case the Customer will be notified beforehand and shall comply to pay the incurred fee whenever applied.

11. Dispute Policy

The Customer agrees to be bound by BCC Dispute Policy ("Dispute Policy"), which is hereby incorporated by reference and made a part of this Agreement. Any disputes regarding the service are subject to the Dispute Policy provisions in effect at the time this agreement has been signed. The Customer also agrees that, in the event a dispute arises with any third party, the Customer will indemnify and hold BCC harmless pursuant to the indemnification provision.

12. Revisions of this SLA

This SLA will be in effect indefinitely but may be superseded by a revised SLA, at the discretion of BCC, at any time. All revisions to this SLA will be announced by Email and official letter to the Customer at least one month before the change is to go into effect.

13. Disclaimer

BCC cannot be held liable for damages under any circumstances not specifically identified in this agreement. BCC cannot be held liable for the data or files that found on Customers data.

14. Special Notices

Any notices required to be given under this Agreement by BCC will be deemed to have been given if delivered in accordance with the contact information the Customer has provided.

Signature with Name, Designation and Seal:

Name:
Designation:
Phone:

Name:
Designation:
Phone:

Email:

Email:

On behalf of the Customer
(Both parties should sign on every page)

On behalf of BCC