



Bangladesh Computer Council National Data Center Dedicated Virtual Private Server Service Level Agreement

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

1. Description of this Service Level Agreement

This Service Level Agreement ("SLA") for VPS Service sets forth the terms and conditions for having the VPS services provided by the National Data Center of BCC. By signing this SLA, the Client acknowledges that (s)he has read, understood and agreed to be bound by all terms and conditions 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 numerous services that mainly collapse 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 only certified Tier-3 data center in the country where services are provided 24x7.

3. Dedicated Virtual Private Server Service

National Data Center of BCC provides VPS services to its client with selective Operating System (OS) as mentioned in the service matrix (Section-4). BCC, as Service Provider does not provide services required for catering the server as per clients requirements. A management window is provided to the clients for managing their servers. VPS services is provided through the Service Providers' (BCC) virtualization environment. Bandwidth for Virtual Private Server is provided as per the service matrix.

4. Service Matrix

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

| Sl. | Features | Value |
|-----|---------------------------------------|---|
| 1. | No. of VPS | |
| 2. | Disk Space (in GB) | 100/200/300 GB |
| 3. | Processor | 2-4 Core |
| 4. | Memory | Within 4-12 GB |
| 5. | NIC | Maximum 2 |
| 6. | IP | 2 |
| 7. | UPS Power Backup | Yes |
| 8. | Generator Power backup | Yes |
| 9. | Redundant Power Source | Yes |
| 10. | Backup Service * | Snapshot <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly |
| 11. | Commissioning or service installation | Free |
| 12. | OS Platform | <input type="checkbox"/> RHEL6.5 or higher <input type="checkbox"/> Centos 7.4 or higher <input type="checkbox"/> Ubuntu16 or higher <input type="checkbox"/> Windows 2016 R2 or higher (OS License shall be purchased and activated by the Client) |
| 13. | Data Transfer | Unlimited |
| 14. | Customer Support | Yes (Section 6.6) |
| 15. | VPN | Yes |

*. In VPS service Backup must be taken by Client.

5. Responsibilities of the Client

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

- As a Client of this service the Client must comply with the User's Policy available at the website of BCC (<http://www.bcc.gov.bd>)
- The Client must comply with other relevant law or policies (e.g. ICT Policy, ICT Act, Information Security Policy etc.) of the Government of Bangladesh
- The Client must register for their Domain Name to corresponding agency. During registration of the domain name, the client can use the DNS address of the Service Provider (BCC) which is:
 - Primary DNS: 114.130.54.123 (ns1.bcc.gov.bd)
 - Secondary DNS: 114.130.54.124 (ns2.bcc.gov.bd)

BCC does not assist its client for domain registration or any other services which is not provided directly by BCC

- The Client themselves is responsible for management, upgradation and maintenance of any data owned by them. BCC does not provide any support or maintenance services regarding application, data and content management.
- The Client must assign and mention their administrative and technical contact point. These contact points are responsible for all sort of communication including support and other issues with BCC.
- The Client is responsible for backing up their application into the system after the infrastructure is handed over to them.
- The Client is responsible for activation of license into their system.
- The Client shall comply with any other responsibilities as informed through official letter apart from those mentioned here and in the User Policy.
- The Client shall comply with the requirements as mentioned in the Secure Coding Guideline document available in BCC website.
- The Client is responsible for VAPT of their application/services. Before hosting of the applications or Services client must be mitigate the all finding as per VAPT report. After that the system or service will be on live.

6. Service Provider Agreement

6.1 Service Availability

BCC ensures 99% uptime for the services provided to the client. BCC does not ensure availability in case of any failure in the service due to any bugs in the website or application owned by the client.

6.2 Schedule Maintenance

BCC does 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 client will be notified by email beforehand in such cases.

6.3 Non-emergency Enhancements

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

6.4 Security Services

The client can have data security services from BCC. In such case the Client's data will be periodically scanned, if any malware/virus/Trojan or vulnerabilities are detected by end point solutions of the service provider, the infected data will be fixed or quarantined or deleted immediately. To enhance the security of the VM's & physical Server NDC is responsible for VAPT & regular patch update of the servers and mitigate the all finding as per VAPT report before service or System on live.

6.5 Workload Characteristics

<Mention the estimated workload characteristics for the specific service. (E.g. Estimated bandwidth for network services, estimated accounts for email services etc.)>

6.6 Incident and Service Request Management & Response Time

Incident or Service Request (SR) can be raised by the client via any of the following channels:

Online Support: support.bcc.gov.bd

Email Assistance: datacenter@bcc.gov.bd

Phone Assistance: 880 2 55006840

BCC is committed to provide an exceptional level of support for the whole life cycle of Client services. BCC's 24/7/365 **Service Desk** will be always ready to respond to any infrastructure managed services related critical and non-critical issues/incidents that the client might be experiencing with the service. The service desk will also acknowledge and work on any Service Requests raised by the client. Considering the severity and time of reporting the Incident or SR, the Response SLA / Mean Time to Attend (MTTA) and Resolution SLA / Mean Time to Resolve (MTTR) for the requests is given below:

| Priority Code | Definition | Target Response Time (Mins) | Target Resolution Time (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. |

6.7 Service Continuity

During the event of any disaster, the services will be continued to be provided from NDC's disaster recovery site. However, the availability targets will be reduced. The below matrix outlines the availability targets for the various services provided by NDC during a disaster situation:

| Service Name | Normal Business Target | Availability Targets During Plan Invocation |
|-----------------------|------------------------|---|
| VPS in Cloud platform | 99% | 90% |

7. Escalation Matrix

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

| Escalation Level | Role | Name | Landline | Mobile | Email |
|------------------------|-------------------------------|-----------------------|------------------|------------------|--------------------------------|
| Level 1 | Business Relationship Manager | Biswajit Tarapdar | +88-02-5500 6840 | +88-01717 687792 | biswajit.tarapdar@bcc.gov.bd |
| Level 2 (After 3 Days) | Management Representative | Hasan-Uj-Jaman | +88-02-5500 6840 | +88-01760 403336 | hasan.jaman@bcc.gov.bd |
| Level 3 (After 2 Days) | 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 Client and Top Management of NDC.

8. Termination, Cancellation and Suspension of Service

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

- If the Client fails to comply with the User Policy and the terms and conditions of this SLA
- If the website or application of the subscriber generates any malware or virus or worm or malicious code
- If the website or application of the subscriber generates DDoS traffic;
- If the website or application of the subscriber generates unexpectedly high traffic packet

- If the website or application of the subscriber is attacked or hacked
- Any other reason that may interrupt other hosted services in the web servers and in the data center

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

9. Ownership of Data

The data or content in the websites or in the application is the data of the corresponding Client; BCC does not have any ownership and liability for the data or content managed by the Client.

10. Service(s) Fee

Currently Infrastructure Managed Service 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 client will be notified beforehand and must comply to pay the incurred fee whenever applied.

11. Dispute Policy

The Client 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 Client also agrees that, in the event a dispute arises with any third party, the Client 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 Client at least one month before the change is to go into effect.

13. Disclaimer

BCC cannot be held liable for any damages under any circumstances not specifically identified in this agreement. BCC cannot be held liable for the content or electronic files found on customer websites.

14. 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 Client has provided.

Signature with Name, Designation and Seal:

On behalf of the Client

On behalf of BCC

(Both parties should sign on every page)