

National Data Center Service

Service Level Agreement

1. Description of this Service Level Agreement

This Service Level Agreement (SLA) sets forth the commitments provided by the National Data Center of Bangladesh Computer Council (BCC) to the customer. By signing this SLA, the Customer acknowledges that (s)he has read, understood, and agreed with all information mentioned in this SLA.

2. Data Center Service Descriptions

This Service Level Agreement is applicable for all the services provided by BCC under the Data Center Service Catalog regardless of any specific services chosen by the customer.

3. Service Provider Agreement

3.1 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 three 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.

3.2 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.

3.3 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.

3.4 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.

4. Incident/Service Request Management & Response Time

BCC (1st Party) is committed to provide a satisfactory 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 the service. Considering the severity and time of reporting the Service request (SR), the Mean Time to Attend (MTTA) and Mean Time to Resolve (MTTR) targets 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 |

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, servicedesk.bcc.gov.bd
 Phone Number : 02-55006840

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 workaround 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. |

5. Service Continuity

This section defines how BCC ensures service continuity in case of failure of any of its DC infrastructure or its entire DC infrastructure. Infrastructure and Managed Database Infrastructure within DC is built on using redundant component at each level to ensure highest availability. However, if there’s any unforeseen failure at component level which interrupts the service availability, BCC is committed to make the services online with highest priority (P1). If the failure occurs for the entire infrastructure and database or in the entire data center or may exceed the expected restoration time, services can be switch over to DR center according to the decision made by the customer in discussion with BCC.

To ensure service continuity it is important to have both backup and DR facility for any infrastructure. The government cloud of BCC has disaster recovery service known as Cloud Disaster Recovery Service (CDRS) available from its disaster recovery center located at Jashore. The service is available for the customer to be used in accordance with their application architecture and business requirement. However, in case services are switchover to DR, there might be some performance degradation of service (e.g. bandwidth, volume of resources, etc.) as the DR facility is not entirely equal to DC facility. As recovery point objectives (RPO) and recovery time objectives (RTO) for service continuity depends on the customer application architecture it is suggested for the customer to set their RPO and RTO in cooperation with BCC and validate it through service continuity drill or test.

In case of managed database service, there will be asynchronous replication of database to the disaster recovery site using the native feature of the database system. BCC will closely monitor the replication status between the primary and disaster recovery site to ensure there's no gap between the primary and standby database. BCC will also conduct at least one and not more than two database switchover test (DR drill) in a year. In case of gap observed between sites which is not resolving automatically, BCC will immediately notify the customer and initiate gap resolution process.

Apart from DR service, to ensure backup of cloud data, BCC has backup service available for the customer to be used to take backup cloud server. BCC also provides separate agent based backup service for taking backup of file system data which is available for managed database service. BCC provides assistance to the customer, if customer wants to perform restoration test within the NDC infrastructure which is recommended to perform at least once in a year by the customer. Customers are also recommended to collect offline backup of their important data in a periodic manner over virtual private network or physically.

6. 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 | When to Escalate | Role | Contacts |
|------------------|---|-------------------------------|---|
| Level 1 | If SLA target is breached | Business Relationship Manager | Name: Md. Mamun Kabir Mobile: +8801552540140 Email: mamun.kabir@bcc.gov.bd |
| Level 2 | Level 1 remained unresponsive for 3 days without providing any resolution | Management Representative | Name: Md. Hossain Bin Amin Mobile: +8801712213853 Email: hossain.amin@bcc.gov.bd |
| Level 3 | Level 2 remained unresponsive for 2 days without providing any resolution | In-Charge (Data Center) | Name: Sk. Mofizur Rahman Mobile: +8801625606949 Email: mofizur.rahman@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.

7. 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.

8. Service(s) Fee

Service Fee for Cloud Services and Request Based Services of the NDC is stipulated in Appendix-3. Negotiations with both parties can lead to adjustments in these fees.

9. 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 service are subject to the Dispute Policy provisions in effect at the time this agreement has signed. The Customer also agrees that, in the event a dispute arises with any third party, Customer will indemnify and hold BCC harmless pursuant to the indemnification provision.

10. Revisions of this SLA

This Service Level Agreement (SLA) will remain in effect indefinitely but may be replaced by a revised SLA, at the discretion of BCC. In such cases, both parties will engage in negotiations to resolve any changes. Additionally, customers are welcome to request adjustments or modifications to the SLA to meet their specific requirements. Any revisions to this SLA will be communicated to the Customer via email and official letter at least one month prior to the implementation of the changes.

11. 11. 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.

12. 12. 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.