Bangladesh Computer Council
National Data Center
Email Domain Service
Service Level Agreement

This Service Level Agreement (herein after called "SLA") is made on the _____ day of _____, 2014 in _____ between:

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

And

(b) _____
     (Please fill up)

the second party for Email Domain Service ("Client") as the 2nd party.

1. Description of this Service Level Agreement

This Service Level Agreement ("SLA") sets forth the terms and conditions for having the email domain service 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 Ministry of Information & Communication Technology (herein after "MoICT") for the development of ICT in the country. BCC runs and manages the National Data Center of Bangladesh to provide numerous services 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 provided in 24x7 basis.

3. Email Domain Service

National Data Center of BCC provides email domain services to its client through different platform including IBM Lotus Domino, Zimbra, Postfix, Squirrel Mail etc. The mail service provided to the client depending on the availability in each platform. Depending on the platform, BCC, as Service Provider does or does not manage the account of email domain provided to its client. BCC does not assure its client about the compromise of the email account handled by the client himself/herself. Moreover no individual account is managed by BCC unless there is any problem faced by the client.

4. Service Matrix

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

Sl.	Features	Value
1.	No. of Accounts	<=50/51-80/81-120/121-150/ 151-200/ 201-250 **
2.	Domain Space (in MB)	[Account Space] x [No. of Accounts]
3.	Account Space (in MB)/ User	300 MB/500MB **
4.	Backup Service	Daily
5.	UPS Power Backup	Yes
6.	Generator Power backup	Yes
7.	Redundant Power Source	Yes
8.	Account Backup Service	Yes (Weekly)
9.	Commissioning or service installation	Free
10.	Bidirectional Shared Bandwidth	4 Mbps
11.	Database	TBD by BCC
12.	Customer Support (Online, Phone & Email)	Yes (Section 6)

** Choose your requirement before signing the SLA

* Additional charge or fee is applicable depending on the size or rate or amount.

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 http://www.bcc.net.bd/Policy/UserPolicyforNDC.pdf;
- 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:
  - o Primary DNS: 123.49.32.66 (ns1.bcc.net.bd)
  - o Secondary DNS: 123.49.59.170 (ns2.bcc.net.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 their individual email account management. BCC does not provide and support or maintenance service for its client individual email account;
- 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 staffs with BCC;
- The Client shall provide the list of email account holder if it is required by BCC;

- The Client must change their account password as soon as the email account is delivered to them, any breach because of not changing the password will not be borne by BCC;
- The Client shall comply with any other responsibilities as informed them through official letter apart from those mentioned here and in the User Policy.

6. Support Service

BCC is committed to providing an exceptional level of support for the whole lifecycle of Client email domain services. An online helpdesk (helpdesk.bcc.net.bd) of National Data Center is always ready to support the client. Clients are always requested to use the Helpdesk as first priority of support request. BCC's 24/7/365 **Critical Hosting Issues Support Line** will be always ready to respond to any critical issues that the client might be experiencing with the service. All non critical issues will be responded too within normal office hours; Sunday through Thursday 9:00AM to 5:00PM BDST, excluding any statutory holidays. Following are the information regarding support service:

Online Help Desk: helpdesk.bcc.net.bd
Email Assistance: datacenter@bcc.net.bd
Phone Assistance: 880 2 814466

7. Service Provider Agreement

7.1 Service Availability

Since the data center is a tier-3 certified data center, BCC ensures 99.982% uptime which is about 1 Hour and 35 minutes downtime in a year. However this is not the uptime availability ensured to the Client. BCC ensures minimum downtime of the service.

The network availability is ensured through redundant internet backbone from two different IIG operators of Bangladesh. The power availability is ensured through the use of redundant power starting from the Source. BCC does not monitor the availability of each email account but monitors the availability of the Mail Server. BCC uses spam filtering for all its email account.

7.2 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.

7.3 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 office days in advance when a non-emergency service outage is required to implement an enhancement or change.

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 or terminate, suspend or cancel individual account under the Client domain for following reasons:

- If the Client fails to comply with the User Policy and the terms and conditions of this SLA;
- If any mail account of the subscriber generates any malware or virus or worm or mal code;
- If the mail account of the subscriber generates Spam;
- Any other reason that may interrupt other services in the mail 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 email account or in any email account in the email domain provided to the Client 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 email hosting service is provided free to promote IT services in the government. Since operational, maintenance, utility and other cost are involved to run the service in 24X7 basis, it may be deemed by the government to impose charge for the provided services. In such case the client must be bound 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 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:

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 On behalf of the Client   On behalf of BCC

(Both parties should sign on every page)