

# User's Policy for National Data Center Bangladesh Computer Council

## SECTION – I

### PREAMBLE

A **data center** (or **datacenter**) is a facility used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.

**National Data Center for Hosted Services:** The National Data Center is built based as per international standards. All necessary mission architecture have fully redundant package providing maximum robustness to the architecture. The system is flexible to cater any plug-in as and when required in terms of adding additional network architecture. The National Data Center meets international Data Center design standards **TIA 942 & UPTIME INSTITUTE's TIER III**, Data Center will be certified TIER 3 from accredited certifying organization EPI India. As a **Tier III certified** Data Center the center has multiple active power and cooling distribution paths, but only one path active, has redundant components, and is concurrently maintainable, providing 99.982% availability

The **User's Policy** is described in **Section II** that includes

- (1) Hosted services for web, application using Data Center's facility and
- (2) Services for installing client equipments in the Data Center for client's internet services, backup, storage etc.

## SECTION – II

### User's Policy for National Data Center

#### 1. Definitions.

(a) "BANGLADESH COMPUTER COUNCIL (BCC) Network" means the physical communications infrastructure and supporting hardware, software and firmware owned, managed or operated by BCC and providing the related BANGLADESH COMPUTER COUNCIL (BCC) service(s) to a customer's Point of Demarcation(s). It does not include customer's equipment, telephone circuits provided by telephone companies or other common carriers, any external Internet service provider or an Internet exchange point, or any networks or network equipment not owned or controlled by or on behalf of BANGLADESH COMPUTER COUNCIL (BCC).

(b)"Data Center" means the centralized repository or repositories for the storage, management, and dissemination of data and information and the supporting components of that data and information that BANGLADESH COMPUTER COUNCIL (BCC) provides its customer(s)/client (s) ( the entity procuring the services from BCC for Hosted Services in the National Data Center).

(c)"Extenuating Circumstances" means (i) the acts or omissions of the customer or any other end-user; (ii) the behavior of the customer's equipment, facilities, or applications; (iii) faults in or failures of the customer 's equipment, network, email servers, computers, or software; (iv) faults or failures caused by the customer's internet server provider or any other third parties that host the customer's email delivery systems or web sites, including network outages (to other than the BANGLADESH COMPUTER COUNCIL (BCC) Network); (v) external causes, such as vandalism, theft, etc., including non-published and vicious virus attacks on software; (vi) acts of God, Force Majeure, or any other situations beyond the control of BANGLADESH COMPUTER COUNCIL (BCC); and (vii) a customer's circumvention or other interference with the reasonable security precaution relating to the Hosted environment.

(d)"Hosted Services Unavailability" means any time when the Hosted Services are unavailable to the customer, but does not include Planned Downtimes and times when the Data Center Services are unavailable or otherwise affected by Extenuating Circumstances.

(e)"Planned Downtime" means any time when the Data Center Services are unavailable because of (i) Service Changes, (ii) Urgent Maintenance Activities, and (iii) any other scheduled maintenance or upgrade activities that may or may not be periodic, and that may be notified to customers at least 36 hours in advance.

(f)"Point of Demarcation" means the physical point at which the BANGLADESH COMPUTER COUNCIL (BCC) Network ends and the private network of a customer begins.

(g)" Service Change" means any change in the Hosted Services or in the manner they are provided.

(h)" Trouble Ticket "means the notification by a customer of a perceived Hosted Services Unavailability.

(i)"Urgent Maintenance Activities" are maintenance activities required by applications or systems that cannot, in BANGLADESH COMPUTER COUNCIL (BCC)'s sole judgment, be postponed until the next available or convenient maintenance window, and may include, but are not limited to, restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocations, re-loading data, and making DNS or firewall changes to close security holes.

BANGLADESH COMPUTER COUNCIL (BCC) will endeavor to provide customers as much notice of Urgent Maintenance Activities as is possible under the circumstances, but BANGLADESH COMPUTER COUNCIL (BCC) may undertake Urgent Maintenance Activities without advance notice to customers.

(j) "User Group" National Data Center services are available to ministry/government department or directorate or government / semi-government/ organization/ public limited companies/ banks.

(k) "User" means all users other than VIP user

(l) "VIP user" means users national mission critical data in BCC.

(m) "Working Days" means Sunday through Thursday, excluding national holidays.

#### **Equipment Criterion in Hosting Own Equipments at Data Center**

2. All Servers to be hosted in the National Data Center must not be over 3 years old Rack Server or Blade Server.
3. Desktop PCs converted to Servers are not allowed for hosting in the National Data Centers.
4. The Servers should be placed in the rack and all vacant spaces in the rack must be closed by closer.
5. The top 1U space of the rack should be left vacant for installation of Patch Panel.
6. All wires in the rack should be properly clamped. Loose wire connectivity will not be allowed.
7. Installation of customer equipments must comply with the Standards of TIER 3 Data Center and Telecommunications Infrastructure Standards for Data Center TIA-942 and other standards for security and safety of the data center.

#### **Use of Genuine Software**

8. All servers must have licensed copy of genuine operating system, application software, antivirus software. ***Customer must indemnify and hold BCC harmless from and against any and all cost, liability, losses and expenses (including, but not limited to legal fees resulting from any claim, suit, action, or proceeding (each and "Action") brought against Customer for alleging the infringement of any third party registered copyright patent.***

#### **Customers Own Obligations**

9. Each customer is responsible for not allowing any circumvention or other interference with all reasonable security precautions relating to the Hosted Services. Each customer must provide BANGLADESH COMPUTER COUNCIL (BCC) with prior notification of any change in configuration that could interfere with the Hosted Services, and if necessary (and upon BANGLADESH COMPUTER COUNCIL (BCC)s request), will provide a qualified, knowledgeable representative to be physically present at the Data Center during any change/maintenance of customer's equipment at own cost to avoid any disruptions in services.
10. Customer is responsible for antivirus protection and backup of all data stored on his own equipment hosted in the data center. BCC is not liable for any loss of data in such cases.

#### **Hosted Services**

11. The Hosted Services by Data Center consist of access to the Data Center on the BANGLADESH COMPUTER COUNCIL (BCC) Network, data storage in the Data Center, hosted applications, including but not limited to e-mail service through IBM Lotus Notes, iNotes, database (Oracle, DB2, MySQL, MS SQL) and management services required in maintaining and operating the Hosted environment.

#### **Data Center Environment**

12. The Data Center will have power, backup emergency power, and cooling for all components physically located within it, with 100% guarantee of non-interrupted operations. Physical access to the Data Center is controlled by Bangladesh Computer Council (BCC).

13. Customers must provide name, designation and photograph of its installation and maintenance staff to BCC for authorization beforehand for allowing entry in Data Center for installation and maintenance of the equipment. No unauthorized staff will be allowed entry in the Data Center.
14. All equipments must be tested in the pre-hosting areas for 24-hours before installation in the data center.
15. Customer or its designated staff is not allowed to carry camera, mobile, cigarette lighter or matches or any inflammable materials inside the Data Center. All entries by maintenance staff will be screened by the security staff.
16. Any damage to the Data Center willfully or unknowingly during installation/maintenance by the customer staff will be charged in actual for repair to the customer.

#### **Changes Affecting the Hosted Services**

17. BANGLADESH COMPUTER COUNCIL (BCC) reserves the right to have Service Changes made from time to time, and BANGLADESH COMPUTER COUNCIL (BCC) will endeavor to notify customers at least 2 days before any Service Change. If, however, a shorter notification period is necessary in BANGLADESH COMPUTER COUNCIL (BCC)'s reasonable judgment, then any such Service Changes may nevertheless be made with such prior notification to customers as is practical and reasonable under the circumstances. BANGLADESH COMPUTER COUNCIL (BCC) will attempt to have minimized any service unavailability that may be caused by or required by any Service Change, but if an outage is required, the outage will be considered a Planned Downtime.

#### **Service Charge for Data Center Services**

18. BCC may charge the customer for the equipment, electricity, bandwidth and hosted services on per rack or part of the rack or per server including hosting charge to cover the cost of operations of the Data Center. BANGLADESH COMPUTER COUNCIL (BCC) retains the right to make changes, amendments and modifications to these rates and its terms from time to time in its sole discretion, with such changes, amendments and modifications based on the price of the utility and bandwidth rate set by the government being effective immediately upon being posted online at <http://www.bcc.net.bd> . ***Current charges as may be charged to the customer for hosting rack(s)/server/equipments in the data center are shown in the annexure-1.***
19. Clients will share 2 Mbps or more as determined by BCC of bandwidth for free for web hosting services but will be charged for bandwidth if dedicated bandwidth is required for special needs or if the client's web site needs higher bandwidth for special uses such as publication of online result of public exam, public notice which generates high bandwidth consumption etc.
20. E-mail service will be available to the Ministry/Division/Departments/Offices and Government organization. The service charge at per user is chargeable. VIP users will be provided with 500 MB of space and other users will be provided 200 MB of e-mail space.
21. E-mail service to mobile phone through BCC's own resource will be available at extra charge.
22. Clients will be charged for at a rate of per 1 Mb storage, usage of database services and for any services for which BCC may incur cost for license/maintenance/service charge/utility services.
23. Customer may be billed half yearly in advance for the provision of Hosted Services except for non-recurring extra services/work that shall be billed monthly in arrears, after the month's work has been performed. Payment of such fees will be due within thirty (30) days of the date of invoice.
24. Any payments not received within thirty (30) days of the invoice date will accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law (PPR-2008 or other) whichever is lower. BCC may discontinue performance under this agreement in the event any payment is not received within thirty (30) days of the date on which it is due.
25. All payments required are exclusive of all national or other government excise, sales value added taxes and obligations and other levies now in force or enacted in the future, all of which Customer will be

responsible for and will pay in full, except for taxes based on BCC's net income. All these charges will be charged separately to the customer.

#### **Confidentiality**

26. Each party acknowledges that it will have access to certain confidential information of the other party concerning other party's plans, technology, products and other information held in confidence by other party ("Confidential Information"). Each party acknowledges that it will not reveal these information to any Third Party without written permission and will take reasonable precautions to protect the confidentiality of the such information (design, layout, security policy etc of the data center), at least as stringent as it takes to protect its own Confidential Information.

#### **Contract Termination**

27. Either party may terminate the contract in whole or part at any time without cause upon thirty (30) days written notice. If the contract is terminated by Customer pursuant of this section 18, BCC will have no further responsibility under this contract and the Customer will pay all charges for the services consumed upto the date of the termination and incidental expenses incurred upto the date of the termination.

#### **28. Communications and Notifications**

For general inquires, requests under this User Policy, billing inquiries, for engineering support about the Hosted Services, to report Email Processing Service Outages and to open a Trouble Ticket, customers should contact the BANGLADESH COMPUTER COUNCIL (BCC) Helpdesk 24 hours per day, seven days per week, at 015xxxxxxxxx, or by email at [helpdesk@bcc.net.bd](mailto:helpdesk@bcc.net.bd) . All requests for Service must be made by email to BANGLADESH COMPUTER COUNCIL (BCC) at [helpdesk@bcc.net.bd](mailto:helpdesk@bcc.net.bd) or telephone # 015xxxxxxxxx .

## Annexure – I

### Rates for Hosted Services

Sl. No	Description of Services	Charge
01	IP Address Charge	Tk 500/IP per year
02	Bandwidth Charge	As per rate of BTCL + VAT per month
03	Hosting Charge for client's equipment to cover electricity, security, air-conditioning, fuel for generators, network port usage etc.	Tk. 50,000/Rack per month
04	Charge for web hosting with shared bandwidth	Tk. 5000 per annum
05	Charge for web hosting with dedicated bandwidth	Tk. 13000 per MB+ VAT and other taxes levied by the government
06	Dedicated bandwidth*	Tk. 13000 per MB+VAT and other taxes levied by the government
<del>07</del>	<del>Bandwidth for ISP Services (shared 1 MB bandwidth per 12 user group).</del>	<del>Taka 2000 per MB</del>
08	E-mail service	Taka 50000 per annum/per organization having maximum of 100 e-mail address
09	E-mail service on cell phone	Taka 500 per month per user
10	Dedicated Server Allocation	Taka 5000 per month
11	Shared Blade Server usage	Taka 1000 per month
12	Database (MS SQL/Oracle/DB2/MySQL)	Taka 5000 per month

**\*Note: Bandwidth and other charges (electricity/ fuel etc) will change as per government announced rates.**