

## Service Level agreement of Wide Area Network (WAN)

This Deed of Service Level Agreement made on 7<sup>th</sup> Day of the month of August, 2019 which will be effective from the 1<sup>st</sup> Day of September, 2019.

Between

BRAC BANK LIMITED, a public limited company incorporated in Bangladesh under the companies Act. 1994 bearing company registration no. C-37782(2082)/99 dated 20 05 1999 and a schedule banking company licensed under the Bank Companies Act 1991 having its Head Office at 220/B Tejgaon I/A, Tejgaon Link Road, Dhaka -1208, Bangladesh, represented by its Chief Technology Officer, ASM Wasi Noman, called "Service Subscriber" (hereinafter referred to also as "BBL") (which expression unless otherwise repugnant to the context shall mean and include its heirs successors, administrators, legal representative and assignees) of the First Party

And

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**BRAC Bank Limited and Vendor** may be referred to herein individually as a "**Party**" and jointly as the "**Parties.**"

Now, therefore in consideration of the mutual covenants contained herein the parties hereto agree as follows:

### 1.1. Period of Agreement:

This agreement will commence on 1<sup>st</sup> September 2019 and will continue until 31<sup>st</sup> August 2022.

### 1.2. Review Procedure

This agreement will be reviewed on 1<sup>st</sup> August, 2022, or at a mutually agreed date, by BBL and service Provider. The review will cover services provided, service levels and procedure changes to this agreement must be approved by both signatories

### 2.1 Service Levels

The **Service Provider** shall lay down service levels to monitor the WAN performance criteria. The service level parameters would be:

- Bandwidth
- Network Uptime
- Latency
- Response Time

### 2.2 Service Availability Parameter:

The link uptime must be 98% without any attenuation (24 X 7 X 52) and should be able to provide agreed response time and bandwidth speed for locations without redundant links.

The Downtime will be calculated Branch wise. If the downtime crosses the monthly allowable downtime, discount on the monthly service charge for the particular branch (es) will be given at pro-rata basis. Sample calculation of discount is given below:

$$\begin{aligned}
 & (24*365) - (24*365) * 98\% \\
 & = 8760-8584.8 \\
 & = 175.2 \text{ hr / year / branch} \\
 & = 14.6 \text{ hr / month / branch}
 \end{aligned}$$

Any downtime beyond 14.6 hr / month / Branch will be given discount on pro-rata basis of the monthly billed amount of that branch (es). Link outage time will start when Service Subscriber will inform Service Provider at Helpdesk.

Service & Support who will issue a Service Ticket with Date and Time conveyed to Service Subscriber at the time of problem reporting by email. Service provider will share monthly downtime report where pro-rata calculation will be exercised. Service subscriber will share the format for being provided Monthly interruption report.

**2.3 Metrics Reporting:**

Regular reporting will be provided <Down Time. Example: monthly> by the Service Provider to the Service Subscriber on available metrics as related to target performance. These reports are expected to be produced by the Service Provider's problem-ticket system, which will detail ticket management performance against SLA targets in the provider's case management process.

**2.4 Helpdesk Service & Support Escalation point:**

Helpdesk Service by Service Provider to Service Subscriber will be 365 days and 24 hours of a day.

Service Provider will give particular contact number(s) to service subscriber for any kind of query about service and service related support.

Help Desks	Hours	Contact Number
Office Hour Coverage	10.00 am-6.00 pm	
After-Office Hour Coverage	6.00 pm - 10.00 am	

Helpdesk support will work as first level support. Beside the helpdesk support Service Subscriber has the authority to contact with following person / persons to escalate the support service.

Second Level (3hrs)	Third Level (5hrs)	Fourth Level (<8hrs)

### 2.5 Type of Support:

Urgent (Phone/On-Site):	<i>Service Subscriber</i> link is unusable and will cause critical Impact to business operations if not restored quickly.(e.g., backbone connection problem, link problem)
Serious (Phone/On-Site):	<i>Service Subscriber</i> link is seriously impaired but most of the business operations continue, (e.g., user connection problem, link problem)
Non-critical (Phone/On-Site)	<i>Service Subscriber</i> requires information or assistance on integration product capabilities, installation or configuration, (e.g., lightning protector change, link shifting).

### 2.6 "Force Majeure"

Force Majeure shall mean any event of any nature or kind whatsoever beyond the control of the parties that directly or indirectly hinders or prevents the parties from commencing or proceeding with consummation of the transactions contemplated hereby, including but not limited to war, civil commotion, strikes, floods, earthquake, fire strike, governmental action, lock out, accident, epidemic, etc., any problems with national power Grids affecting transactions also will be considered under this heading.

### 2.7 Service Provider Responsibility:

Service Provider will provide services in two independent parts:

- Wide Area Network (WAN)
- Tower and Grounding Rental Service

Service Provider will provide its private internet protocol (IP) address (es) to the Service Subscriber for accessing Service Provider network. Service Subscriber may also provide private internet protocol (IP) address (es) to the Service Provider^ the link commission.

Service provider shall install or setup cables and necessary equipment etc., at or in subscriber's lawful premises (as connection location defined in the contract form); whereas Service Subscriber shall use their own device to use connection of Service Provider for accessing the service.

Service Provider will ensure that the committed network Availability or uptime shall be 98% excluding force majeure events.

In the event, if Service Subscriber decides to relocate any point of connection(s), the service provider will relocate it within short time.

The Service Provider shall be responsible for the losses and damages (if any) sustained by the Service Subscriber which may arise due to negligence and irresponsibility on the part of Service Provider

The Service Provider should not disclose the connection parameters to anyone except Service Subscriber.

Service Provider shall take the responsibility for possible congestion or problems encountered while data transferring to other network.

After obtaining connections from Service Provider, Service Subscriber will equip and configure their systems suitable for their communication.

At list forty eight hours (48 hrs) (Working days) before Service Provider shall give written notice to Service Subscriber's concerning the service to be replaced, relocated or reconfigured. If Service Subscriber raises any objections, Service provider shall coordinate with Service Subscriber and shall act in good faith to resolve the issue.

Service Provider shall be liable to pay penalty at the rate provided hereunder for any delay of performance of their obligations under this agreement: and incase the Service Provider fails to make any necessary link installation repairs, re-installation or replacement.

The Service Provider will be held responsible for any data loss due to intermediate communication error and will be penalized upon findings either by terminating the connection without payment or any obligation OR by deducting number of day's payment based on the severity of the error which may incur loss to the Service Subscriber

### **2.8 Service Subscriber responsibility:**

The Service Subscriber will have to ensure security of the equipment at their premises. Service Subscriber will not allow others to use the service in any way or not to use any other service then those provided in the service proposal, which may breach any legal rights or similar rights belongs to the first party.

**The Service Subscriber will have the right to audit its service provider upon circumstances.**

The Service Subscriber will have to provide and ensure maintenance of required power supply, backup, surge protection, air-conditioned room for equipment

### **3.1 Payment Terms One Time Charge (OTC):**

The Service Subscriber will pay the charge to the Service Provider, once for each data link, for the installation and associated cost. OTC is to be paid after completion of link connectivity establishment. OTC will also be applicable for link relocation.

### **Monthly Recurring Charge (MRC)**

The recurring charges for the service will be collected from the Service Subscriber on monthly basis. Within the 1 week of each month, the Service Provider will prepare and send this bill for the running month to the Service Subscriber, for its all existing links. The Service Subscriber will then arrange payment by 07 days after receiving the bill.

### 3.2 Penalty:

Service Subscriber will give notice to Service Provider before Link installation, Link relocation, Link disconnects. If Service Provider fails to give service on due date (after getting work order) following penalty rate will be imposed. Penalty Rate will be calculated based on the following table.

Service failures Status	Penalty Rate (%)
Link Installation	25% of OTC for each week
Link Relocation	25% of OTC for each week
If Link down time exceed acceptance level	<b>5% of MRC for every consecutive hour</b>
Link Disconnection	Not Applicable

Service Subscriber will give Work Order Fifteen (15) days before for link installation, Ten (10) days before for relocation and Thirty (30) days prior notice for disconnect. The Service Subscriber must be considerate that there may be situations that link reestablishment may take long time due to technical and environmental issues. In that case the due date will be decided upon mutual agreement.

### 4.1 Commencement, Completion, Modification:

Effectiveness of Agreement: This Agreement shall come into force on the date appearing on the face of the Agreement.

Modification: Modification of the terms and conditions of this Agreement, including any modification of the scope of business, may only be made by written Agreement between the Parties.

### 4.2 Termination:

The Service Subscriber may terminate this agreement at any time during the term of this agreement, in the event of breach of any of the relevant terms and conditions of the agreement by the Service Provider by Thirty (30) days' notice in writing.

### 4.3 Completeness of the Agreement:

The parties agree that this agreement will constitute its schedules, including the terms and conditions.

### 4.4 Acceptance and Construction:

This Agreement shall be governed and construed in accordance with the laws of Bangladesh applicable therein.

### 4.5 Representations & Warrants:

That the Customer and the Service provider each separately represent and warrant that:

a. It has the full legal right, power and authority to execute this Agreement (and to bind any nominated wholly owned subsidiary) together with all other related documents referred to in this Agreement and to observe and perform its obligations hereunder and there under and

b. It has taken all appropriate and necessary corporate and government related actions to authorize the execution of this Agreement and all Agreement referred to this Agreement and to authorize the performance and observance of the terms and conditions hereof and thereof, and

c. It has obtained all consents, approval and authorization from all relevant authorities for the valid execution of this Agreement and all related Agreement.

#### **4.6 Dispute Resolution:**

The Parties shall use their best efforts to settle amicably through negotiations any questions dispute, controversy, difference or claim arising out of or relations to this Agreement or the breach, termination or validity thereof ("Dispute").

If, notwithstanding such best efforts, any Party considers at any time that a Dispute exists which is not possible to be settled amicably then that Party shall notify the other, in writing, of the existence of such a Dispute referring to this clause and giving brief particulars of the Dispute if such Dispute is not settled through further negotiations within thirty (30) days of service of the Notice of Dispute, such Dispute shall be referred

#### **4.7 Arbitration:**

Whenever any difference arises between the parties to this agreement touching the true intent o; construction or the intent or consequence of this presents or the statutes or touching then or thereafter done, executed, committed or suffered in presence of this present or of the statutes or touching any breach or alleged breach on this presents or any affairs within the scope of this Agreement, every such difference shall be referred under the Arbitration Act, 2001 consisting of sole arbitrator, both the Parties shall bear all the cost and fees equally till finishing the Arbitration related to the appointment of the single arbitrator and its proceeding. The arbitration proceedings shall be governed by the relevant rules on Arbitration thereof. The venue of the arbitration shall be Dhaka.

#### **4.8 Counterparts of the Agreement:**

This Service Level Agreement has been printed in 2 (two) originals and composed on 10 (ten) pages and witnessed by 2 (two) witnesses of each parties.

<b>BRAC BANK LIMITED</b>  ..... <b>ASM Wası Noman</b> Chief Technology Officer BRAC Bank Limited	
  ..... <b>Najmus Sakeb Jamil</b> Head of Technology Infrastructure & Systems Management BRAC Bank Limited	