

Annexure C
Service Level Agreement (SLA)

This Service Level Agreement ("SLA") is made between PICO (the "PROVIDER") and the CLIENT (the "CLIENT") and is effective as of the Effective Date of the Master Services Agreement.

This SLA defines the service commitments, availability guarantees, performance metrics, and support provisions applicable to the Public Cloud Services provided by PICO to the CLIENT. It establishes the framework for ensuring a high level of service quality and outlines the remedies available to the CLIENT in the event of service level breaches.

Any mutually agreed Proof of Concept (POC), Trials, Lab Demonstrations, Client Journey outlines, Sales Pitches, or Product Presentations serve as illustrative examples or initial understandings of service capabilities but do not, by themselves, constitute binding service level commitments unless expressly incorporated into a specific Purchase Order or Work Order referring to this SLA.

1. SERVICE SCOPE

PICO is committed to providing a comprehensive suite of Public Cloud Services designed for reliability, scalability, and security. The scope of services covered by this SLA includes:

- 1.1. Core Infrastructure Services (IaaS)
Provision of highly available and scalable virtualized compute (Virtual Compute Instances, Bare Metal Instances), flexible storage (Block Storage Volumes, Object Storage, Shared File Storage), and robust networking (Virtual Private Cloud - VPC, Load Balancers - LBaaS, VPN Gateways) resources, provisioned according to CLIENT specifications.
- 1.2. Container Orchestration Services
Management and availability of clusters and associated container orchestration components, enabling the deployment of containerized applications.
- 1.3. Security Services
Availability and functionality of integrated security components, including but not limited to, Cloud Security Services, DDoS Protection & Mitigation, and Key Management Service (KMS), where these services are explicitly subscribed to by the CLIENT.
- 1.4. Data Management Services
Functionality of data backup for virtual machine and container backup and recovery, and other specified data backup and disaster recovery solutions (Cloud Server Backup Service, Cloud Server Disaster Recovery).
- 1.5. Management Portal
Availability and functionality of the Client Self-Service Portal for CLIENT resource management, monitoring, and billing access.
- 1.6. Technical Support Services: Provision of after-sales support, troubleshooting, and technical guidance for the subscribed Public Cloud Services, including:
 - 1.6.1. Instance operational guidance and issue troubleshooting.
 - 1.6.2. Network configuration and connectivity issue resolution.
 - 1.6.3. Client Self-Service Portal functionality and access troubleshooting.
 - 1.6.4. Credit, billing, and subscription management guidance.
 - 1.6.5. Marketplace (if applicable) integration and usage guidance.
 - 1.6.6. Guidance on CLIENT-managed backup and restore operations; specific on-site backup and restore services are provided as a separate, agreed-upon managed service or upon specific CLIENT demand, subject to additional charges.
 - 1.6.7. General technical advice and best practices for optimizing cloud resource usage.

2. SERVICE AND SUPPORT HOURS

2.1. Service Hours

Type	Time	Day
Cloud Platform Services	24 hours	Everyday

2.2. Support Hours

Type	Time	Day
Service Request Intake	24 hours	Everyday
Incident Response and Resolution	24 hours	Everyday
Subscription Request / Sales Support	10 AM – 7 PM	Business days in Bangladesh

3. CUSTOMER SERVICE AND SUPPORT

3.1. Sales and Account Support (8×5)

Our dedicated Sales and Account Support team provides comprehensive guidance on Public Cloud Service offerings, including:

- 3.1.1. Product and package details.
- 3.1.2. Pricing, service solutions, and current promotions.
- 3.1.3. Transaction and financial service assistance.
- 3.1.4. Coordination with relevant technical and financial teams for problem resolution within the scope of this Agreement.

3.2. Sales and Account Support Channels:

- 3.2.1. Telephone: +8809666338855
- 3.2.2. Email: sales@picopublic.cloud
- 3.2.3. Website: <https://www.picopublic.cloud>
- 3.2.4. Service Hours: Business days in Bangladesh from 10 AM – 7 PM BST

3.3. Customer Technical Support (24×7)

Our 24x7 Customer Technical Support team is available to respond to all technical questions, incidents, service requests, changes, and problems received from the CLIENT. They provide initial technical advice, troubleshooting, and, where necessary, escalate tickets to specialized engineering teams for advanced resolutions.

3.4. Customer Technical Support Channels:

- 3.4.1. Telephone: +8809666338855
- 3.4.2. Email: care.ops@picopublic.cloud
- 3.4.3. Ticketing Portal: <https://console.picopublic.cloud>
- 3.4.4. Service Hours: Every day, 24 hours (24×7×365)

3.5. Incident Management

Incidents are managed based on their Priority, from Critical to Low, with defined targets for initial response and resolution.

Priority	Definition (Impact on Client)	Expected Response (Initial Communication)	Target Resolution Time (Workaround or Fix)
Critical	Severity 1: Complete outage or significant degradation of a core Public Cloud Service leading to business-critical application downtime for the CLIENT. No viable workaround.	Within 15 minutes. Communication via phone, email, and ticket update with priority type and the responsible person's details.	4 Hours (Business days) 8 Hours (Holidays)
High	Severity 2: Significant performance degradation or intermittent failures of a	Within 30 minutes. Communication via phone/email	6 Hours (Business days) 12 Hours

	core Public Cloud Service impacting major business operations, or a significant security vulnerability. Workaround may exist but is not sustainable.	and ticket update with priority type and the responsible person's details.	(Holidays)
Medium	Severity 3: Partial or non-critical service degradation impacting some functionality, or a minor security concern. Business operations can continue with some inconvenience.	Within 2 hours. Communication via email and ticket update.	12 Hours (Business days) 24 Hours (Holidays)
Low	Severity 4: General questions, minor issues, cosmetic problems, or feature requests that do not impact service functionality.	Within 4 hours. Communication via email and ticket update.	24 Hours (Business days) 48 Hours (Holidays)

Note: "Business days" refers to official working days in Bangladesh (Sunday to Thursday, excluding public holidays). "Holidays" refers to official public holidays in Bangladesh, as declared by the Government of the People's Republic of Bangladesh, and Fridays and Saturdays.

3.6. Service Requests Management

Service Requests like configuration changes, new resource provisioning requests, and general inquiries are managed based on their Priority, from High to Planned.

Priority	Definition (Impact on Service Delivery)	Expected Response (Initial Communication)	Target Resolution Time (Completion of Request)
High	Requires urgent attention to significant configuration changes or critical resource provisioning that has an immediate business impact.	Within 1 hour. Communication via phone/email and ticket update with priority type and the responsible person's details.	24 Hours (Business days) 48 Hours (Holidays)
Medium	Standard configuration changes or resource provisioning requests.	Within 4 hours. Communication via email and ticket update.	48 Hours (Business days) 72 Hours (Holidays)
Low	General inquiries, minor configuration adjustments, or non-critical resource requests.	Within 8 hours. Communication via email and ticket update.	72 Hours (Business days) 96 Hours (Holidays)
Planned	Service requests require detailed planning, client coordination, or specific scheduling, like large-scale migrations, custom environment builds.	Following the mutually agreed-upon project plan and timeline.	Following the mutually agreed-upon project plan

3.7. Service Feedback

PICO is committed to continuous improvement. If the CLIENT encounters problems with service quality that do not meet the standards written in this SLA, or if the CLIENT receives a negative customer service experience, please voice concerns through the feedback

- channels at:
- 3.7.1. Website: <https://www.picopublic.cloud>
 - 3.7.2. Email: info@picopublic.cloud

We will diligently investigate the issue and may contact YOU for further information to ensure continuous product and service enhancement.

4. **SERVICE AVAILABILITY AND PERFORMANCE METRICS (STANDARD SINGLE REGION DEPLOYMENT)**

This clause covers the Monthly Uptime Guarantee for Compute (Virtual Compute Instances, Bare Metal Instances), Storage (Block Storage Volumes, Object Storage, Shared File Storage), and Network (Virtual Private Cloud - VPC, Load Balancers) services when deployed within a single region.

KPI	Target	Details
Monthly Uptime Guarantee	99.9%	The Public Cloud infrastructure must maintain at least 99.9% uptime monthly for each individual core service (Compute, Storage, Network). Calculation: Uptime is calculated monthly as (Total minutes in month - Downtime minutes) / Total minutes in month. Downtime is measured from when PICO detects an outage or receives a Priority: Critical incident ticket from the CLIENT until the service is restored.

5. **SERVICE AVAILABILITY AND PERFORMANCE METRICS (ACTIVE-ACTIVE MULTI-REGION DEPLOYMENT)**

This clause covers the Monthly Uptime Guarantee for Compute (Virtual Compute Instances, Bare Metal Instances), Storage (Block Storage Volumes, Object Storage, Shared File Storage), and Network (Virtual Private Cloud - VPC, Load Balancers) services when deployed concurrently as active-active across multiple-regions, leveraging PICO's resilient architecture.

KPI	Target	Details
Monthly Uptime Guarantee	99.95%	The Public Cloud infrastructure, when deployed as an active-active configuration, must maintain at least 99.95% uptime monthly for each individual core service (Compute, Storage, Network). Calculation: Uptime is calculated monthly as (Total minutes in month - Downtime minutes) / Total minutes in month. Downtime is measured from when PICO detects an outage or receives a Priority: Critical incident ticket from the CLIENT until the service is restored.

6. **SERVICE CREDITS**

If PICO fails to meet the Monthly Uptime Guarantee for a covered Public Cloud Service in any given month, the CLIENT will be eligible for a service credit as a percentage of the monthly service fees for the affected service, as follows:

Monthly Uptime Percentage (Single-Region)	Monthly Uptime Percentage (Multi-Region)	Service Credit Percentage
Less than 99.9% down to 99.5%	Less than 99.95% down to 99.5%	10% of affected service fee
Less than 99.5% down to 99.0%	Less than 99.5% down to 99.0%	15% of affected service fee
Less than 99.0%	Less than 99.0%	20% of affected service fee

7. SERVICE CREDIT CLAIM PROCESS:

- 7.1. To receive a Service Credit, the CLIENT must submit a claim by opening a support ticket through the Client Self-Service Portal within fifteen (15) days of the end of the month in which the applicable SLA violation occurred.
- 7.2. The claim must include: (i) the dates and times of the Downtime periods, (ii) the affected Public Cloud Service, and (iii) the CLIENT's project ID/account number.
- 7.3. PICO will review the claim and notify the CLIENT of the approval or rejection of the Service Credit within thirty (30) days of receipt.
- 7.4. Service Credits will be applied against future payments for the Public Cloud Services and will not be provided in the form of a refund.
- 7.5. The maximum Service Credit awarded in any single calendar month shall not exceed 100% of the CLIENT's monthly service fees for the affected Public Cloud Service.
- 7.6. Service Credits are the CLIENT's sole and exclusive remedy for any failure by PICO to meet the Service Levels set forth in this SLA.

8. PLANNED MAINTENANCE AND COMMUNICATION

KPI	Target	Details
Notification of Planned Work	≥ 3 Working Days in Advance	CLIENT shall receive at least 3 working days' notice via email and Client Self-Service Portal announcements before any planned maintenance that may impact Public Cloud Services.
Emergency Maintenance Notification	At least 1 Hour in Advance	If urgent maintenance is required to address critical security vulnerabilities or service stability issues, CLIENTs shall be notified at least 1 hour before the activity begins via email and Client Self-Service Portal announcements.
Maintenance Window	Non-Peak Hours Only	Planned maintenance should be conducted outside peak business hours to minimize service disruptions. For the purpose of this SLA, "Non-Peak Hours" are defined as Fridays, Saturdays, and weekdays between 12:00 AM BST and 6:00 AM BST.
Post-Maintenance Report	Within 24 Hours	After any major maintenance or emergency maintenance impacting Public Cloud Services, a concise report shall be shared within 24 hours, outlining the changes made, any observed impact, and resolution steps.

9. SLA EXCLUSIONS

Standard Single Region Deployment SLA and Active-Active Multi-Region Deployment SLA do not apply in the following situations, whether directly or indirectly:

- 9.1. Factors Beyond PICO's Control: Downtime or performance issues caused by Force Majeure events, acts of war or terrorism, civil disturbance, natural disasters (e.g., severe floods, earthquakes beyond the scope of multi-seismic region design), governmental actions, failures of the public internet beyond the PROVIDER's direct network boundaries, or failures of national telecommunications infrastructure not managed by PICO.
- 9.2. CLIENT's Actions or Inactions: Issues caused by the CLIENT's or its Authorized Users' actions or inactions, including but not limited to:
 - 9.2.1. Misconfiguration of Public Cloud Services or CLIENT applications.
 - 9.2.2. Refusal to accept recovery volumes or adhere to PICO's operational guidance.

- 9.2.3. Failure to restore Client Data or systems from CLIENT-managed backups.
- 9.2.4. Failure to respond to PICO's resource status concerns or support requests.
- 9.2.5. Exceeding specified resource limits, leading to performance degradation.
- 9.3. CLIENT-Owned Components: Issues caused by CLIENT-owned hardware, software, applications, or technology operating outside of PICO's direct control, or by third-party services not managed by PICO.
 - 9.3.1. Breach of Agreement: Service suspension or termination due to the CLIENT's breach of the Master Services Agreement, including the Acceptable Use Policy or payment obligations.
- 9.4. Scheduled Maintenance: Downtime due to planned maintenance activities that are announced in advance and performed within the designated Maintenance Window as per Section 8.
- 9.5. Emergency Hardware Replacement: Downtime caused by urgent replacement of damaged hardware, where advance notification was not feasible due to the critical nature of the issue.
- 9.6. CLIENT Software/Data Issues: Downtime due to errors in CLIENT's scripts, programs, applications, data, or security vulnerabilities exploited within the
- 9.7. CLIENT's operating system, applications, or data that fall under the CLIENT's responsibility in the Shared Responsibility Model.
- 9.8. CLIENT-Requested Operations: Downtime caused by operations explicitly requested or initiated by the CLIENT, including but not limited to, restarts, migrations, or application deployments.
- 9.9. Exceeding Service Limits: Downtime or performance degradation resulting from the CLIENT's usage exceeding the agreed-upon or published service limits, quotas, or best practices without prior arrangement with PICO.

10. CLIENT OBLIGATIONS (SHARED RESPONSIBILITY MODEL)

The CLIENT acknowledges and agrees to its responsibilities within the Shared Responsibility Model for security and operational continuity in the cloud:

- 10.1. Account Security and Information

The CLIENT must complete the required information on the registration page to create an account and is solely responsible for the accuracy of the information provided and for maintaining the security and confidentiality of its account credentials and passwords. PICO shall not be held liable for any consequences arising from unauthorized access due to the CLIENT's failure to secure its account.
- 10.2. Compliance

The CLIENT is responsible for ensuring its own compliance with the Information and Communication Technology Act, 2006 (as amended), the Digital Security Act, 2018, all other applicable laws and regulations of Bangladesh, and all PICO policies, standards, Terms of Service, and this Agreement. The CLIENT shall not engage in any activity that may cause harm or damage to PICO or the overall Public Cloud Services. PICO shall not be held liable for any consequences arising from the CLIENT's failure to comply with these obligations.
- 10.3. Security in the Cloud

The CLIENT is solely responsible for the security of its data, applications, operating systems, network configurations, and access controls within its Virtual Private Cloud (VPC) and on its Public Cloud Service instances. This includes, but is not limited to:

 - 10.3.1. Managing user access and Identity Access Management (IAM) within its accounts.
 - 10.3.2. Implementing appropriate Security Group (SG) and Network ACL rules.
 - 10.3.3. Deploying and managing its own operating system patches, updates, and configurations.
 - 10.3.4. Protecting its applications and data through appropriate security measures (e.g., encryption, anti-malware, vulnerability management).
 - 10.3.5. Ensuring the security of its Client Data (including any Personal Data) within the Public Cloud Services.
- 10.4. Notification of Irregularities

The CLIENT will promptly notify PICO of any irregularity, suspected Security Incident, or

performance degradation with the Public Cloud Services to prevent or mitigate potential damage to all Tenants and PICO.

10.5. Prohibited Content

The CLIENT is prohibited from storing data on instance storage or any other Public Cloud Service that is illegal, infringes regulatory requirements, or is deemed offensive to public morality under the laws of Bangladesh.

10.6. Financial Responsibility

The CLIENT is required to maintain a sufficient credit balance or adhere to agreed-upon payment terms to ensure uninterrupted operation of their instances and Public Cloud Services. Failure to do so may result in service suspension or termination.