

MessageMedia **Service Level** **Agreement and** **Technical Support**

Service Level Agreement and Technical Support

This document was last updated 18 November 2010.

1. Introduction

The purpose of this Service Level Agreement ('SLA') is to demonstrate MessageMedia's commitment to providing 100 per cent uptime of our Standard Rate SMS Services as set forth below. This SLA is incorporated into, and made a part of, that certain Service Agreement (defined in Section 6) entered into between Customer and MessageMedia. The remedies provided in this SLA are the sole remedies available to the Customer for any failure of MessageMedia to meet its Uptime Commitment (defined in Section 2).

This SLA relates only to MessageMedia infrastructure, and does not cover issues relating to software, IT systems or web browsers, or other technology or telecommunication devices or services used to send SMS messages.

2. Uptime Commitment to MessageMedia Customers

Pursuant to the terms of this SLA and the Service Agreement, MessageMedia commits to ensuring the 100 per cent availability of at least one of MessageMedia's SMS gateways to enable Customer to connect thereto. This 100 per cent availability shall allow sending of Standard Rate SMS Messages, measured on a monthly basis, where the:

- Denominator is represented by the number of minutes in a given month minus the number of minutes of Allowable Downtime (the 'Uptime Commitment')
- Numerator is represented by the number of minutes in a given month that at least one of MessageMedia's SMS gateways is available to the Customer for sending Standard Rate SMS Messages.

3. Consequences of failure to deliver on the 100 per cent Uptime Commitment

Should, for any given calendar month during the term of the Service Agreement, MessageMedia not meet its Uptime Commitment (as defined in Section 2 above), the Customer will be eligible to receive, as its sole remedy and MessageMedia's sole liability, a service level credit as set out in clauses 3.1 and 3.2 below.

3.1. Standard Business Customers

If, in a calendar month, MessageMedia fails to meet its Uptime Commitment under this SLA, Standard Business Customers are entitled to receive account credit. These Standard Business Customers must:

- Be affected by such MessageMedia Uptime Commitment failure
- Register a complaint in writing with MessageMedia within the calendar month immediately following the period in which MessageMedia's Uptime Commitment failure occurred.

Credits shall be applied to the amounts owed by the Customer under the Service Agreement, and the list below outlines the credits available depending on the Standard Business Customer's location:

- AUD\$45 for Australian Customers
- USD\$40 for American Customers
- GBP£20 (plus VAT if applicable) for British Customers
- NZD\$50 for New Zealand Customers.

3.2. Platinum Program Members

If, in a calendar month, MessageMedia fails to meet its Uptime Commitment under this SLA, Platinum Program Members are entitled to receive account credit. These Standard Business Customers must:

- Be affected by such MessageMedia Uptime Commitment failure
- Register a complaint in writing with MessageMedia within the calendar month immediately following the period in which MessageMedia's Uptime Commitment failure occurred.

The credit shall be equal to the fees due under the Service Agreement authorised by the Customer in the calendar month in which the Uptime Commitment failure occurred. If the Customer has already paid the fees due in the calendar month in question, then the Customer's MessageMedia account shall be credited for such amount to be offset against the Customer's next monthly invoice(s).

4. Technical Support

During the term of the Service Agreement, MessageMedia will provide Customers access to its standard technical support.

4.1. Standard Business Customers

MessageMedia will provide Standard Business Customers access to technical support during Standard Business Hours, during each Business Day (both terms are defined in Section 6).

MessageMedia endeavours to provide a personal response to all telephone queries, however during high volume support periods Standard Business Customers may be asked to leave a message through our voicemail system. Similarly, if Standard Business Customers place a support call before or after the aforementioned access hours, the Customer may be asked to leave a message through our voicemail system.

If a message is left with MessageMedia's telephone answering service, a technical support officer will return the call within the first two (2) Standard Business Hours of the next Business Day.

4.2. Platinum Program Members

MessageMedia will provide Platinum Program Members access to technical support 24 hours a day, 7 days a week. In some circumstances (for example peak times) the Platinum Program Member may be asked to leave a message through a voicemail system. If a message is left with MessageMedia's telephone answering service, a technical support officer will return the call as a matter of priority.

5. Changes to Service Level Agreement

By using MessageMedia's Standard Rate SMS Service, Customers agree to accept the provisions of this SLA, and the related Uptime Commitment, or their subsequent amendments.

MessageMedia reserves the right to change this SLA from time to time, provided prior notice is given to the Customer before the effective date of any such change.

6. Definitions

The table below defines key terms used in the sales process.

Term	Definition
Allowable Downtime	The sum of the number of minutes in a given calendar month MessageMedia's SMS gateways are unavailable due to: <ul style="list-style-type: none"> • An Exception (see definition below) • Planned Maintenance (see definition below)
Business Day	A day upon which trading banks in the United States are open for business
Carrier	Telecommunications carrier
Customer	A Platinum Program Member or a Standard Business Customer (see definitions below)
Exceptions	The sum of the minutes in a given calendar month where MessageMedia's SMS gateways are unavailable due to any of the following causes: <ol style="list-style-type: none"> a. Any circumstance beyond MessageMedia's control, including without limitation, an act of God, inclement weather, flood, lightning, fire, or any other natural disaster, industrial action, the act or omission of any government, civil unrest, terrorism, war, military operations or riot, or strikes or other labour problems b. Where the Customer cannot access MessageMedia's Standard Rate SMS Service as a result of a technical issue at their end, including, but not limited to, hardware or software issues, Internet connectivity issues, services provided by third parties or agents, or other issue outside the control of MessageMedia c. In the rare case that Standard Rate SMS Messages are not delivered by a Carrier to a particular handset, even though MessageMedia has correctly passed on the Standard rate SMS Message to the Carrier d. Any other failure attributable to Carriers, any other telecommunications service providers beyond MessageMedia's direct control, or attributable to materials or elements provided by the Customer
Planned Maintenance	Any time the MessageMedia SMS gateways are unavailable to the Customer in any given calendar month, due to scheduled maintenance and upgrading activities Such maintenance and upgrading activities shall occur during MessageMedia's scheduled maintenance window, or at an alternate time given five (5) days' advance notice. This notice may be given via email.
Platinum Program	The plan under which any Customer pays MessageMedia a one-off establishment fee and a monthly service fee as set out in the Service Agreement, or as amended by MessageMedia at its absolute discretion for the Standard Rate SMS Service.
Platinum Program Member	A MessageMedia Customer who has joined MessageMedia's Platinum Program
Service Agreement	The service agreement attached to the Customer's application for use of the Standard Rate SMS Service
Standard Business Customer	A Customer who is not a Platinum Program Member
Standard Business Hours	9:00 am to 5:00 pm Pacific Standard Time (PST)
Standard Rate SMS Message	A standard text message sent via MessageMedia's SMS gateway to a third party
Standard Rate SMS Service	A service provided by MessageMedia which enables the Customer to send and / or receive Standard Rate SMS Messages

7. Contact Us

Australia

TEL: 1800 155 228

Email: Support@Message-Media.com.au

USA

TEL: 866 751 8337

Email: Support@Message-Media.com

New Zealand

TEL: 0800 656 964

Email: Support@Message-Media.co.nz

UK

TEL: 0808 234 4874

Email: Support@Message-Media.com