

messagemedia

THE SMS SPECIALISTS



100% Service Reliability - A message from messagemedia's CEO

The foundation of **messagemedia's** success in becoming one of the largest global SMS service providers is its commitment to service reliability. Our vision is to be recognised as the world's most reliable provider – to my knowledge no other SMS service provider worldwide commits to a 100% uptime guarantee.

messagemedia has zero tolerance for gateway outages and service interruptions – the compensation we commit to pay customers affected by any outage is proof that this is a commitment we don't take lightly. Hence **messagemedia** has become the provider of choice for a range of multinational companies, government departments and emergency service organisations.

The following has been put in place to ensure service reliability:

- a) exclusive use of UK telecommunication carriers to deliver SMS messages – we do not route messages via inferior overseas carriers;
- b) multiple 'gateway' servers located in separate highly reliable datacenters;
- c) automatic fail-over connections for all SMS products ensuring seamless connectivity in the event that one of our SMS gateways is offline;
- d) constant monitoring of message queues with instant notifications to technical staff in the event of a message buildup;
- e) connections to multiple telecommunications carriers with automatic routing changes if one is experiencing technical difficulties;
- f) "heartbeat messages" constantly sent from an independent server through the telecommunications network and back into the system to monitor latency and reliability.

Furthermore **messagemedia** offers its customers its unique "delivery tracking" technology which confirms the exact time of delivery of a message to the handset - providing the ultimate assurance of message delivery. For more information regarding service reliability, please read the following Service Level Agreement and don't hesitate to call one of our support team if you have any further queries.

Yours faithfully,

Grant Rule
Founder and CEO
messagemedia

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messagemedia service level agreement (last updated 13 August 2007)

1. Introduction

The purpose of this Service Level Agreement (to be read in conjunction with the 'Service Reliability Statement' above) is to demonstrate **messagemedia's** commitment to provide 100% up time of our Standard Rate SMS Services.

This agreement relates only to **messagemedia** infrastructure, and does not cover issues relating to software, IT system or web-browser used to send SMS messages, unless this has been developed and hosted by **messagemedia** and specifically included in your Service Agreement.

2. Commitment to messagemedia Customers

messagemedia guarantees that at least one of **messagemedia's** SMS gateways will be accessible 100% of the time to allow sending of Standard Rate SMS Messages.

3. Consequences of failure to deliver on 100% uptime guarantee

If at any time, **messagemedia** Customers cannot send standard rate SMS messages as a result of a **messagemedia** outage, **messagemedia** will be held to have breached its obligations under this Service Level Agreement and Customers will be eligible to compensation set out in clauses 3.1 and 3.2.

3.1 Standard Business Customers

If in a calendar month, **messagemedia** is in breach of its obligations under this Service Level Agreement, standard business customers who are affected by the breach, and who register a complaint in writing with **messagemedia** are entitled to a £20 (plus VAT if applicable) credit to their **messagemedia** account.

3.2 Platinum Program Members

If in a calendar month, **messagemedia** is in breach of its obligations under this Service Level Agreement, Platinum Program Members who are affected by the breach and who register a complaint in writing with **messagemedia** are entitled to a full refund of the entire value of their previous monthly invoice.

If the Customer has already paid the previous monthly invoice, the Customer's **messagemedia** account will be credited for the entire value of their previous monthly invoice, to be offset against their next monthly invoice.

4. Exceptions to Premium Rate Service Level Agreement

messagemedia will not be liable to provide compensation to either Standard Business Customers or Platinum Program Members in the following circumstances:

- Where service downtime is as a result of an act of god, inclement weather, flood, lightning, fire, or any other natural disaster, industrial action, the act or omission of any government, terrorism, war, military operations or riot.
- If Customers cannot access **messagemedia's** standard rate SMS service as result of a technical issue at their end, including, but not limited to, hardware or software issues, internet connectivity issues, services provided by third party's or agents.
- In the rare case that standard rate SMS messages are not delivered by a carrier to a particular handsets, even though **messagemedia** has correctly passed on the message to the carrier.

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THE SMS SPECIALISTS



- Where any other failure to perform its obligations by **messagemedia** is attributable to Carriers, any other telecommunications service provider beyond **messagemedia**'s direct control, or attributable to materials or elements provided by the customer.

5. Commitment to Provide Technical Support

messagemedia will also provide access to comprehensive technical support to all customers.

5.1 Standard Business Customers

messagemedia will provide Standard Business Customers access to technical support during standard business hours, Monday to Friday.

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 2 hrs of the commencement of the next business day.

5.2 Platinum Program Members

messagemedia will provide Platinum Program Members access to technical support 24 hours each day, 7 days per 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.

6. Changes to Premium Rate Service Level Agreement

By using **messagemedia**'s Standard Rate SMS Service, Customers agree to accept the provisions of this Service Level Agreement, and the related Service Reliability Commitment, or their subsequent amendments. **messagemedia** reserves the right to change this Service Level Agreement from time to time, providing prior notice is given to all Customers.

7. Definitions

Business Day means a day upon which trading banks are open for business.

Carrier means a UK or international telecommunications carrier.

Customer means a Platinum Program Member or a Standard Business Customer.

Heartbeat Messages means automated messages sent by **messagemedia** or by the Customer to ensure the Standard Rate SMS Service is operating in accordance with the service levels set out in this Service Level Agreement.

Messagemedia outage means an outage which results in the Customer being unable to access the Standard Rate SMS Service as a result of a fault attributable to **messagemedia**, but specifically excludes those items set out in clause 4.

Platinum Program means the plan under which any Customer pays to **messagemedia** a one off establishment fee of £150 and a monthly service fee of £40, or as amended by **messagemedia** in its absolute discretion.

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Platinum Program Member is a **messagemedia** customer who has joined **messagemedia**'s Platinum Program.

Service Agreement means the Service Agreement attached to the Customers application for use of the Standard Rate SMS Service.

Standard Business Customer means a customer who is not a Platinum Program Member.

Standard Rate SMS Message means a standard text message sent via **messagemedia**'s SMS gateway to a third party.

Standard Rate SMS Service means a service provided by **messagemedia** which enables the Customer to send and/or receive Standard Rate SMS Messages.