

## 100% uptime guarantee - a note 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 – and 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, and the compensation we commit to pay customers affected by any outage is proof that this is a commitment we do not take lightly. Hence MessageMedia has become the provider of choice for a range of multinational companies, government departments and emergency service organisations.

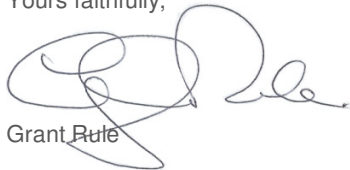
MessageMedia has implemented the steps below to offer you a 100% uptime guarantee:

- a) MessageMedia SMS traffic is backed by multiple tier-1 Australian carriers. Our systems constantly monitor delivery speed to all networks, and messaging is dynamically routed to ensure the fastest possible delivery time and 100% reliability
- 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 of one of our SMS gateways going 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 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 us if you have any further queries.

Yours faithfully,



Grant Rufe

CEO and Founder  
**MessageMedia**

## **MessageMedia Service Level Agreement (last updated 13 August 2007)**

### **1. Introduction**

The purpose of this Service Level Agreement is to demonstrate MessageMedia's commitment to providing 100% uptime of our standard rate SMS services.

This agreement relates only to MessageMedia infrastructure, and does not cover issues relating to software, IT systems or web browsers used to send SMS messages, unless this has been developed and hosted by MessageMedia and specifically included in your Service Level 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 the following credit, based on their location: AU\$45, US\$40, UK £20 (plus VAT if applicable), or NZ\$50.

#### **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/s.

### **4. Exceptions to 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 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.
- 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 message to the carrier.

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 two hours 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 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 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 and a monthly service fee as set out in the customer contract, or as amended by MessageMedia in its absolute discretion.

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

Service Agreement: means the service agreement attached to the customer's 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.

## **8. Contact Us**

Australia

TEL: 1800 155 228

Email: [Support@Message-Media.com.au](mailto:Support@Message-Media.com.au)

NZ

TEL: 0800 656 964

Email: [Support@Message-Media.co.nz](mailto:Support@Message-Media.co.nz)

USA

TEL: 866 884 8611

Email: [Support@Message-Media.com](mailto:Support@Message-Media.com)

UK

TEL: 0808 234 4874

Email: [Support@Message-Media.com](mailto:Support@Message-Media.com)