MessageBird

This Service Level Agreement is applicable if you signed up for MessageBird's Services (including through any of its Affiliates) on or after 28 February, 2022 and before 03 May 2023. If you signed up for MessageBird's Services (including through any of its Affiliates) before 28 February, 2022, the archived Service Level Agreement is available here. If you signed up on or after 03 May 2023, MessageBird provides Services under this Service Level Agreement.

MESSAGEBIRD SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") governs your use of SLA Eligible Services (as defined in the table below). Capitalized terms used in this SLA but not defined below are defined in the Agreement. Unless otherwise agreed in an Order Form, no service level agreement applies to Services that are not qualified as an SLA Eligible Service in this SLA. We reserve the right to change the terms of this SLA in accordance with the Agreement.

Uptime. Unless otherwise agreed in the Order Form, we will use commercially reasonable efforts to make each SLA Eligible Service you purchase available with an Uptime Percentage of at least the Uptime Percentage Threshold for the applicable SLA Eligible Service listed in the table below.

SLA Eligible Service	Uptime Percentage	Uptime Percentage Threshold
Platform Services: MessageBird API REST MessageBird API Voice MessageBird Dashboard MessageBird Mail to SMS Service MessageBird SMPP Platform (Short Message Peer-to-Peer)	Uptime Percentage for each individual Platform Service is calculated by us by subtracting from 100% the percentage of continuous five (5) minute periods during a given calendar month in which the applicable Platform Service was Unavailable excluding any Uptime Exclusions.	Monthly 99.95%

Email Services: SparkPost Premier SparkPost Premium SparkPost Premium Startup	Uptime Percentage for the Email Service is calculated by us by subtracting from 100% the percentage of seconds during a given calendar month in which the Email Service was Unavailable excluding any Uptime Exclusions.	Monthly 99.99%
Push Notification API Services: Pusher Beams (applicable to custom plans and customers on standard plans who purchased higher levels of service, in each case as specified in the applicable Order Form)	Uptime Percentage is the percentage of time during which the API is responsive to requests on an annual basis which will be calculated by us by subtracting from 100% the percentage of five (5) minute periods of Unavailability during an annual term excluding any Uptime Exclusions.	Annually 99.95%
Push Notification API Services: Pusher Channels (applicable to custom plans and customers on standard plans who purchased higher levels of service, in each case as specified in the applicable Order Form)	Uptime Percentage is the percentage of time during which the API is responsive to requests on an annual basis which will be calculated by us by subtracting from 100% the percentage of five (5) minute periods of Unavailability during an annual term excluding any Uptime Exclusions.	Annually 99.95%
Video Services: Data API Instance Keeper API	Uptime Percentage for each Video Service is calculated by us by the following formula: $Uptime\ Percentage\ \% = \frac{(time\ available - Unavailability)}{time\ available}$ x 100%	Monthly 99.9%
Telserv Services: DIDs (Inbound Voice) Two Way Voice (Unified Commercials) Mobile Numbers Toll-Free Numbers Universal International Toll-Free Numbers (UIFN)	The Uptime Percentage is the time in which the Telserv Service was available during the measurement period excluding any Uptime Exclusions. The measurement period is one (1) year from the date of activation and every following year on the same date. We will use reasonable commercial endeavors to solve any case of Unavailability within four (4) hours of notification ("**Time to Repair**" also	Annually 99.90% TTR 4 hours

SIP Trunking Number Management Portal Global Voice Network Porting Services Regulations Desk	known as "**TTR**"). TTR only applies in cases where the Telserv Service is Unavailable. It does not apply to faults relating to reduced provision of Telserv Services or the quality of Telserv Services. In the event of an Off-net issue, the four (4) hours commitment does not apply. "**Off-net issues**" means any issue or problem that requires action in systems or networks operated or owned by third parties. In these cases, we will use reasonable commercial endeavors to seek to achieve a TTR of eight (8) hours but no Service Credit applies in that respect.	

"**Unavailable**" or "**Unavailability**" means the following based on the specific SLA Eligible Service:

SLA Eligible Service	Definition of Unavailable or Unavailability
Platform Services: MessageBird API REST MessageBird API Voice MessageBird Dashboard MessageBird Mail to SMS Service MessageBird SMPP Platform (Short Message Peer-to-Peer)	Unavailable is when one (1) or more of the Platform Services are not available for use. Unavailability is determined according to third party performance and monitoring services contracted by us at our sole discretion (the "**Monitoring Service**"). The Monitoring Service will be the sole determinator of unavailability. The Monitoring Service reports of availability are currently available at status.messagebird.com; provided that service issues or outages relating to any Uptime Exclusions shall not be deemed as unavailability. Unavailability is calculated per each individual Platform Service, not combined as a total, averaged, or aggregated across Platform Services.
Email Services: SparkPost Premier SparkPost Premium SparkPost Premium Startup	When, in a given second, you attempt to make: (a) API calls to the Email Service and all such API calls fail due to either a Email Service server-side timeout or internal service error; and/or (b) SMTP injections into the Email Service and all such SMTP injections fail due to either a Email Service server-side timeout or internal service error.
Push Notification API services: Pusher Beams (applicable to custom plans and	Unavailable is any period of time during which the API is non-responsive to requests, or the notification publishing throughput goes below one hundred thousand (100,000) notifications per minute. "**API**" means the Pusher REST API through which the services are delivered.

customers on standard plans who purchased higher levels of service, in each case as specified in the applicable Order Form)	
Push Notification API services: Pusher Channels (applicable to custom plans and customers on standard plans who purchased higher levels of service, in each case as specified in the applicable Order Form)	Unavailable means any period of time during which the API is non-responsive to requests, or the internal message routing latency is above 900ms. "**API**" means the Pusher REST API and WebSocket Client API through which the services are delivered.
Video Services: Data API Instance Keeper API	Unavailability is the time the Video Service is not fully operational available for use by you and your users in accordance with the Agreement. The availability statistics for Video Services can be found at https://www.24sessions.com/status-page. This status page will be the sole determinator of unavailability.
Telserv Services: DIDs (Inbound Voice) Two Way Voice (Unified Commercials) Mobile Numbers Toll-Free Numbers Universal International Toll-Free Numbers (UIFN) SIP Trunking Number Management Portal Global Voice Network Porting Services Regulations Desk	Services are considered to be unavailable in the event of the loss of signal in one (1) or both transmission directions for Telserv Services. In all other cases, the Telserv Service is considered to be available. Unavailability for each Telserv Service is measured per number, not combined as a total, averaged, or aggregated across Telserv Services.

For purposes of calculating whether we have met the applicable Uptime Percentage Threshold and notwithstanding anything to the contrary, a SLA Eligible Service will not be considered to be Unavailable if such Unavailability is caused by or arises out of one of the following ("**Uptime Exclusions**"):

- Factors outside of our reasonable control, including, without limitation, any force majeure event, weather event, influences of buildings and structures (where applicable to the relevant SLA Eligible Services), telecommunications provider-related problems or issues, internet access or related problems occurring beyond the demarcation point of our service (or of our direct hosting subcontractors (i.e beyond the point in the network where we maintain access and control over the relevant Services), compliance with a regulatory requirement, direction or like obligation under or pursuant to applicable law;
- Any action or inaction by you, your users, or any third party (other than our agents and subcontractors) including, where applicable to the SLA Eligible Services, your failure to comply with our instructions and your failure to provide reasonable access to relevant equipment;
- Issues resulting from or arising out of your applications (including Customer Applications), equipment, software or other technology and/or third party equipment, software or other technology not provided by MessageBird under the Order Form;
- Our ability to suspend or terminate your access to the applicable Service in accordance with the Agreement;
- Non-production use of the Email Service;
- Any scheduled maintenance;
- Maintenance on the Video Service including scheduled maintenance, disaster recovery testing, or to optimize or repair the Video Services that may impact the availability of the Video Services, provided we notify you seven (7) working days in advance of such maintenance. Any scheduled maintenance of the Video Services will not be performed between 08:00 - 20:00 CET.
- Unscheduled maintenance on the Push Notification API Service that is performed outside of normal business hours of 09:00 to 17:00 UTC UTC, provided that we have used reasonable endeavors to give you at least four (4) hours' advanced notice;
- Emergency maintenance on the Services, including maintenance on critical system changes that cannot wait for scheduled maintenance; and
- Use of the applicable SLA Eligible Service in breach of the Agreement;
- Beta Products;
- Updates or modifications to Telserv Services, provided that Telserv Service notified you of possible updates or modifications;

In the event we do not meet the applicable Uptime Percentage Threshold for the SLA Eligible Service you purchased, you will be entitled to request the applicable Service Credit listed in the table below. In each case you believe you are entitled to a Service Credit, you must notify us of such entitlement based on the applicable Credit Request Procedure below.

Who cannot claim. You will not be eligible for any Service Credits if (i) you breached the Agreement, or (ii) your claim relates to an aspect of our Services for which Service Credits do not apply (including where Service Credits are not specified as applicable in any Order Form, the Agreement, the Product Specific Terms or otherwise), or (iii) your use of a SLA Eligible Service is from an account created through an online self service portal.

SLA Eligible Service	Service Credit	Credit Request Procedure
Platform Services: MessageBird API REST MessageBird API Voice MessageBird Dashboard MessageBird Mail to SMS Service MessageBird SMPP Platform (Short Message Peer-to-Peer)	A credit of ten percent (10%) of the pro rata fee paid by you for the specific Platform Service experiencing Unavailability during the calendar month in which the Uptime Percentage falls below the Uptime Percentage Threshold.	You must submit a ticket here within thirty (30) days of the date in which the Unavailability occurred. The ticket must include (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of the Unavailability for which you are requesting credit; and (iii) any applicable information that documents the claimed outage. Failure to comply with these service credit request procedures will forfeit your right to receive a Service Credit. If we determine that you are eligible for a Service Credit, we will apply any such Service Credits within sixty (60) days after the Service Credit was approved by us. The Service Credit will be issued to your SLA Eligible Service balance for future use of the specific SLA Eligible Service only.
Email Services: SparkPost Premier SparkPost Premium SparkPost Premium Startup	A credit of five percent (5%) of the pro rata fee paid for the Email Service during the calendar month in which the Monthly Uptime Percentage falls below the Monthly Uptime Percentage Threshold. Service Credits for the Email Service will not exceed fifty percent (50%) of fees payable for the Email Service in a single month. Service credits that would be available but for this limitation will not be carried forward to a future billing period.	You must notify us if you believe you are entitled to a Service Credit within thirty (30) days of the event giving rise to the Service Credit request by email to support@sparkpost.com. We will promptly reply indicating the acceptance or rejection of your request. If the request is rejected, we will provide an explanation of the rejection. If the request is accepted we will apply any approved Service Credits only against future payments otherwise due from you.
Push Notification API Services:	Every thirty (30) minutes of	You must notify your Account Manager to inquire about your eligibility

Pusher Beams **Pusher Channels** (in each case above as applicable to custom plans and customers on standard plans who purchased higher levels of service, as specified in the applicable Order Form)	Unavailability is equal to five percent (5%) of the fees payable for the service affected by Unavailability, provided that the maximum aggregate service credit that can be applied for any billing period will not exceed 100% of the fees payable during that billing period. Service credits that would be available but for this limitation will not be carried forward to a future billing period.	for any Service Credits. Any Service Credits due will be shown as a deduction from the amount due from you in the invoice for the billing period to which such Service Credits relate, or in any future invoice issued by us under the Agreement, with a clear indication of the billing period to which such Service Credits relate. Any Service Credits due to you for the last month of the Contract shall be refunded by us.
Video Services: Data API Instance Keeper API	A credit of one (1) day of additional Video Service shall be added to the end of the billing cycle for every 0.1% below the Uptime Percentage Threshold for the applicable Video Service.	To request a Service Credit, you must notify us in writing by email within thirty (30) days from the time you become eligible for a Service Credit.
Telserv Services: DIDs (Inbound Voice) Two Way Voice (Unified Commercials) Mobile Numbers Toll-Free Numbers Universal International Toll-Free Numbers (UIFN) SIP Trunking Number Management Portal Global Voice Network Porting Services Regulations Desk	Unavailability as follows: 99.89% - 99.80% is equal to 15% of the annual MRC; 99.79% - 99.70% is equal to 20% of the annual MRC; Less than 99.70% is equal to 30% of the annual MRC. The total of regular costs incurred repeatedly (periodically, generally monthly), independent of the usage of a Telserv Service is the Month Recurring Cost ("**MRC**"). TTR (time to repair) for Premium	The TTR is definitively measured by the Telserv Fault Management System ("**FMS**"). The FMS starts when you report a failure in conformity in accordance with this SLA _and_ a report is opened by the us. The TTR ends when we have solved the issue and we closed the report. We will attempt to alert you when the failure has been resolved. If the Telserv Service is not repaired within the TTR (excluding Off-net issues), you can submit a request for a Service Credit. You must immediately report Telserv Service failures to +31 33 744 0 788 (available 24x7x365) or your Account Manager. You must file a request for a Service Credit (i) citing the reasons in writing, (ii) to your Account Manager, and (ii) within thirty (30) days from the end of the applicable measurement period or from the relevant event of a TTR, whichever applies.

| | | Rate or Shared Cost Numbers as follows:
>4 and ≤6 hours is equal to 10% of the annual MRC;
>6 and ≤8 hours is equal to 20% of the annual MRC;
>8 and ≤10 hours is equal to 30% of the annual MRC;
>10 hours is equal to 40% of the annual MRC.

TTR for all other Numbers as follows:
>4 and ≤6 hours is equal to 1% of the average call charges;
>6 and ≤8 hours is equal to 2% of the average call charges;
>8 and ≤10 hours is equal to 3% of the average call charges;
>10 hours is equal to 4% of the average call charges.
The average call charges is the average of the call charges invoiced in the last three months prior to the event.

In no event shall the Service Credit in any given year exceed €5,000. Service Credits that would be available but for this limitation will not be carried forward to a future billing period. | Failure to report claims as described here will result in forfeiture of any eligible Service Credit. Except for fraud or reporting errors, Telserv Services data is binding and final. |

Service Credits are granted at our sole discretion and only after our confirmation of the nature and accuracy of any alleged Unavailability. Service Credits will not entitle you to any refund or other payment from us. Service Credits may not be transferred or applied to any other account or other Service other than the specific SLA Eligible Service for which the Service Credit was issued.

Sole Remedy. Unless otherwise expressly provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide each SLA Eligible Service is the receipt of a Service Credit (if eligible) in accordance with the terms of the Agreement.

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