



This Service Level Agreement applies to you if you signed up for MessageBird's Services (including through any of its Affiliates) on or after 3 May 2023. If you signed up for MessageBird's Services (including, if applicable, through any of its Affiliates) before 3 May 2023, archived Service Level Agreements are available [here](#).

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 an 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 for SLA Eligible Service (per column on the left)	Uptime Percentage Threshold
Platform Services: MessageBird API Voice MessageBird Dashboard	Uptime Percentage for each individual SLA Eligible 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 SLA Eligible Service was Unavailable excluding any Uptime Exclusions.	Monthly 99.9%
SMS Services: MessageBird API REST MessageBird Mail to SMS Service MessageBird SMPP Platform (Short Message Peer-to-Peer)	Uptime Percentage for each individual SLA Eligible SMS 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 SLA Eligible SMS Service was Unavailable excluding any Uptime Exclusions.	Monthly 99.95%

<p>Email Service: MessageBird Email Premier MessageBird Email Premium MessageBird Email Enterprise</p>	<p>Uptime Percentage for each individual SLA Eligible Service is calculated by us by subtracting from 100% the percentage of seconds during a given calendar month in which the relevant SLA Eligible Service was Unavailable excluding any Uptime Exclusions.</p>	<p>Monthly 99.99%</p>
<p>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)</p>	<p>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.</p>	<p>Annually 99.95%</p>
<p>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)</p>	<p>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.</p>	<p>Annually 99.95%</p>
<p>Video Service: Data API Instance Keeper API</p>	<p>Uptime Percentage for each SLA Eligible Service is calculated by us by the following formula:</p> $Uptime\ Percentage\ \% = \frac{(time\ available - Unavailability)}{time\ available} \times 100\%$	<p>Monthly 99.9%</p>
<p>Voice Service</p>	<p>Uptime Percentage is the time in which the SLA Eligible 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 beginning on the same date.</p> <p>We will use reasonable commercial endeavors to solve any case of Unavailability within four (4) hours of notification (“Time to Repair” also known as “TTR”). TTR only applies in cases where the SLA Eligible Service is Unavailable. It does not apply to faults relating to reduced provision of an SLA</p>	<p>Annually 99.9%</p>

	<p>Eligible Service or the quality of an SLA Eligible Service.</p> <p>In the event of an Off-net issue, the four (4) hours TTR commitment does not apply. “Off-net issue” 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.</p>	
Numbers Service	<p>Uptime Percentage is the time in which the SLA Eligible 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 beginning on the same date.</p> <p>We will use reasonable commercial endeavors to solve any case of Unavailability within four (4) hours of notification (“Time to Repair” also known as “TTR”). TTR only applies in cases where the SLA Eligible Service is Unavailable. It does not apply to faults relating to reduced provision of the SLA Eligible Service or the quality of the SLA Eligible Service.</p> <p>In the event of an Off-net issue, the four (4) hours TTR commitment does not apply. “Off-net issue” 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.</p>	Annually 99.9%
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	<p>Uptime Percentage is the time in which the SLA Eligible 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 beginning on the same date.</p> <p>We will use reasonable commercial endeavors to solve any case of Unavailability within four (4) hours of notification (“Time to Repair” also known as “TTR”). TTR only applies in cases where the SLA Eligible Service is Unavailable. It does not apply to faults relating to reduced provision an SLA Eligible Service or the quality of an SLA Eligible Service.</p> <p>In the event of an Off-net issue, the four (4) hours TTR commitment does not</p>	Annually 99.9%

	apply. “Off-net issue” 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.	
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“Unavailable” or **“Unavailability”** means the following based on the specific SLA Eligible Service:

SLA Eligible Service	Definition of Unavailable or Unavailability for SLA Eligible Service (per column on the left)
Platform Services: MessageBird API Voice MessageBird Dashboard	Unavailable is when one (1) or more of the SLA Eligible 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 SLA Eligible Service , not combined as a total, averaged, or aggregated across the SLA Eligible Service.
SMS Services: MessageBird API REST MessageBird Mail to SMS Service MessageBird SMPP Platform (Short Message Peer-to-Peer)	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 SLA Eligible Service Platform Service, not combined as a total, averaged, or aggregated across the SLA Eligible ServicePlatform Services.
Email Service: MessageBird Email Premier MessageBird Email Premium MessageBird Email Enterprise	Unavailable is when, in a given second, you attempt to make: (a) API calls to an SLA Eligible Service and all such API calls fail due to either an SLA Eligible Service server-side timeout or internal service error; and/or (b) SMTP injections into the SLA Eligible Service and all such SMTP injections fail due to either an SLA Eligible Service server-side timeout or internal service error. Unavailability is calculated per each individual SLA Eligible Service, not combined as a total, averaged, or aggregated across the SLA Eligible Service.

<p>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)</p>	<p>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.</p>
<p>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)</p>	<p>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.</p>
<p>Video Services: Data API Instance Keeper API</p>	<p>Unavailable is the time the SLA Eligible Service is not fully operational available for use by you and your users in accordance with the Agreement. The availability statistics for the SLA Eligible Service can be found at status.messagebird.com.</p>
<p>Voice Service</p>	<p>Unavailable is any period of time during which the SLA Eligible Service has a loss of signal in one (1) or both transmission directions. In all other cases, the SLA Eligible Service is considered to be available. Unavailability for each SLA Eligible Service is measured per number, not combined as a total, averaged, or aggregated across the SLA Eligible Service</p>
<p>Numbers Service</p>	<p>Unavailable is any period of time during which the SLA Eligible Service has a loss of signal in one (1) or both transmission directions. In all other cases, the SLA Eligible Service is considered to be available. Unavailability for each SLA Eligible Service is measured per number, not combined as a total, averaged, or aggregated across the SLA Eligible Service.</p>
<p>Telserv Services: DIDs (Inbound Voice) Two Way Voice (Unified Commercials) Mobile Numbers Toll-Free Numbers</p>	<p>Unavailable is any period of time during which the SLA Eligible Service has a loss of signal in one (1) or both transmission directions for an SLA Eligible Service. In all other cases, the SLA Eligible Service is considered to be available. Unavailability for each SLA Eligible Service is measured per number, not combined as a total, averaged, or aggregated across SLA Eligible Services .</p>

Universal International Toll-Free Numbers (UIFN) SIP Trunking Number Management Portal Global Voice Network Porting Services Regulations Desk	
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Except for fraud or demonstrable material reporting errors, our data in respect of each SLA Eligible Service is binding and final.

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 (including, if applicable, any of its Affiliates) 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, provided that we have used reasonable endeavors to give you at least four (4) hours’ advance notice;

- Emergency maintenance on the Services, including maintenance on critical system changes that cannot wait for scheduled maintenance;
- Use of the applicable SLA Eligible Service in breach of [the Agreement](#);
- Beta Products; and
- 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) if you use an SLA Eligible Service by means of a free or pay as you go plan through an online self service portal.

SLA Eligible Service	Service Credit for SLA Eligible Service (per column on the left)	Service Credit request procedure <i>Failure to comply with these Service Credit request procedures will forfeit your right to receive a Service Credit.</i>
Platform Services: MessageBird API Voice MessageBird Dashboard	A credit of ten percent (10%) of the pro rata fee paid by you for the specific SLA Eligible 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.
SMS Services: MessageBird API REST MessageBird Mail to SMS Service MessageBird SMPP Platform	A credit of ten percent (10%) of the pro rata fee paid by you for the specific SLA Eligible Platform Service experiencing	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

(Short Message Peer-to-Peer)	Unavailability during the calendar month in which the Uptime Percentage falls below the Uptime Percentage Threshold.	<p>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.</p> <p>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.</p>
<p>Email Service: MessageBird Email Starter MessageBird Email Premier MessageBird Email Premium MessageBird Email Enterprise</p>	<p>A credit of five percent (5%) of the pro rata fee paid for the relevant SLA Eligible Service during the calendar month in which the Monthly Uptime Percentage falls below the Monthly Uptime Percentage Threshold for that SLA Eligible Service. Service Credits for the SLA Eligible Service will not exceed fifty percent (50%) of fees payable for the SLA Eligible 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.</p>	<p>To request a Service Credit, you must notify your Account Manager in writing by email within thirty (30) days from the time you become eligible for a Service Credit, with a copy notice provided to support@sparkpost.com.</p> <p>The email must include (i) "SLA Claim" as the subject of the email; (ii) the dates and times of the Unavailability for which you are requesting credit; and (iii) any applicable information that documents the claimed outage.</p> <p>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.</p>
<p>Push Notification API Services: Pusher Beams Pusher Channels (in each case above as applicable to custom plans and customers on</p>	<p>Every thirty (30) minutes of Unavailability is equal to five percent (5%) of the fees payable for the SLA Eligible Service affected by Unavailability, provided that the maximum aggregate service credit that can be applied for any billing period</p>	<p>You must notify your Account Manager to inquire about your eligibility for any Service Credits.</p> <p>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</p>

<p>standard plans who purchased higher levels of service, as specified in the applicable Order Form)</p>	<p>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.</p>	<p>shall be refunded by us.</p>
<p>Video Services: Data API Instance Keeper API</p>	<p>A credit of one (1) day of additional SLA Eligible 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.</p>	<p>To request a Service Credit, you must notify your Account Manager in writing by email within thirty (30) days from the time you become eligible for a Service Credit, with a copy notice provided to support@24sessions.com.</p> <p>The email must include (i) “SLA Claim” as the subject of the email; (ii) the dates and times of the Unavailability for which you are requesting credit; and (iii) any applicable information that documents the claimed outage.</p>
<p>Voice Service</p>	<p>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 an SLA Eligible Service is the Month Recurring Cost (“MRC”).</p> <p>TTR (time to repair) for Premium 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;</p>	<p>The TTR is definitively measured by the Fault Management System (“FMS”). The FMS starts when you report a failure in conformity in accordance with this SLA <u>and</u> 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 SLA Eligible Service is not repaired within the TTR (excluding Off-net issues), you can submit a request for a Service Credit.</p> <p>You must report SLA Eligible Service failures in writing to your Account Manager, citing the reasons within thirty (30) days from the end of the applicable measurement period or from the relevant event of a TTR, whichever applies. Your report should clearly identify that you are requesting Service Credit.</p> <p>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.</p>

	<p>>8 and ≤10 hours is equal to 30% of the annual MRC; >10 hours is equal to 40% of the annual MRC.</p> <p>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.</p> <p>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.</p>	
<p>Numbers Service</p>	<p>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,</p>	<p>The TTR is definitively measured by the Fault Management System (“FMS”). The FMS starts when you report a failure in conformity in accordance with this SLA <u>and</u> 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 SLA Eligible Service is not repaired within the TTR (excluding Off-net issues), you can submit a request for a Service Credit.</p> <p>You must report SLA Eligible Service failures in writing to your Account</p>

	<p>generally monthly), independent of the usage of an SLA Eligible Service is the Month Recurring Cost (“MRC”).</p> <p>TTR (time to repair) for Premium 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.</p> <p>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.</p> <p>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</p>	<p>Manager, citing the reasons within thirty (30) days from the end of the applicable measurement period or from the relevant event of a TTR, whichever applies. Your report should clearly identify that you are requesting Service Credit.</p> <p>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.</p>
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	forward to a future billing period.	
<p>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</p>	<p>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 an SLA Eligible Service is the Month Recurring Cost (“MRC”).</p> <p>TTR (time to repair) for Premium 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.</p> <p>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;</p>	<p>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 <i>and</i> 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.</p> <p>You must immediately report SLA Eligible Service failures in writing to your Account Manager, citing the reasons within thirty (30) days from the end of the applicable measurement period or from the relevant event of a TTR, whichever applies. Your report should clearly identify that you are requesting Service Credit.</p> <p>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.</p>

	<p>>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.</p> <p>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.</p>	
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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 and will be credited to any Prepaid Balance (or if none applies, a Prepaid Balance may be set up for you).

Sole Remedy. Unless otherwise expressly provided in [the Agreement](#) and to the fullest extent permitted by applicable law, 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](#).