



Service Level Agreement

This MessageBird Service Level Agreement (“SLA”) governs the use of MessageBird Services under the terms of the [MessageBird General Terms and Conditions](#) (“GT&C”) between MessageBird B.V., (“MessageBird”, “us” or “we”) and users of the MessageBird Services (“you” or “Customer”). This SLA applies separately to each account using the MessageBird Services. Unless otherwise provided herein, this SLA is subject to the terms of the GT&C and capitalized terms will have the meaning specified in the GT&C. MessageBird reserves the right to change the terms of this SLA in accordance with the GT&C.

Service commitment

MessageBird will use commercially reasonable efforts to make the MessageBird Services available 99.95% of the time. In the event Customer experiences that MessageBird does not meet the 99.95% Services availability in a given calendar month (“Monthly Uptime Percentage”), you will be eligible to receive a Service Credit as described below.

Definitions

The following capitalized terms shall be given the meaning set forth below:

01. **“MessageBird Services”** is the combination of all single products and services (as defined in 2.2) MessageBird possibly offers to the Customer.
02. **“MessageBird Single Service”** means:
 - MessageBird API (Application Programming Interface)
 - MessageBird Dashboard
 - MessageBird Mail to SMS service
 - MessageBird SMPP Platform (Short Message Peer-to-Peer)
03. **“Unavailable Time”** means one or more of the MessageBird Services are not available for use according to third party performance and monitoring services contracted by MessageBird at its sole discretion (the “Monitoring Service”). The Monitoring Service reports of availability is currently available at status.messagebird.com; provided that service issues or outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time. Unavailable Time is calculated per Single Service as defined in 2.2 and not a combined total or average.
04. **“Monthly Uptime Percentage”** is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the Service Month in

which a MessageBird Single Service was in a state of “Unavailable Time” as identified by Monitoring Service.

05. **“Service Credit”** is a credit that MessageBird, at its sole discretion and after confirming the nature and accuracy of the Unavailable Time, may credit back to an eligible Customer account, calculated as set forth below:

- or a calendar month where the Monthly Uptime Percentage of a MessageBird Single Service does not meet the Monthly Uptime Percentage, MessageBird will credit Customer’s account a percentage of that month’s billings specific to Service not meeting the Monthly Uptime Percentage, as defined by this table:

MONTHLY UPTIME PERCENTAGE	SERVICE CREDIT
< 99.95%	10%

- Service Credit shall be issued to Customer’s MessageBird balance for
- future use of the Single Service only. No refunds or cash value will be
- provided. Service Credits may not be transferred or applied to any other account or Single Service.

Credit request and payment procedure

To apply for a Service Credit, the Customer must submit a ticket via the form found [here](#) within 30 days of the month in which the Unavailable Time occurred. The ticket must include (i) “SLA Claim” as the subject of the ticket; (ii) the dates and times of the Unavailable Time for which you are requesting credit; and (iii) any applicable information that documents the claimed outage. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit. Service Credits will be applied within 60 days after the Service Credit was requested.

Exclusions

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the MessageBird Services, or any other MessageBird Services performance issues, that:

- I. are caused by factors outside of MessageBird's reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, Internet access, or related problems beyond the demarcation point of MessageBird or its direct hosting subcontractors (i.e beyond the point in the network where MessageBird maintains access and control over the MessageBird Services);
- II. result from any actions or inactions of Customer or any third party (other than MessageBird's direct hosting subcontractor);
- III. result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within MessageBird's direct control);
- IV. arise from MessageBird's suspension and termination of Customer's right to use the MessageBird Services in accordance with the GT&C, (v) scheduled maintenance; or (vi) problems or issues related to alpha, beta or not otherwise generally available MessageBird features or products (collectively, the "Exclusions").

Sole remedy

Service Credits shall be your sole and exclusive remedy for any unavailability or non-performance of the MessageBird Services or other failure by us to provide the MessageBird Services.