



## Service Level Agreement

June 2010

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## Article 1: Definitions

Within the framework of the present contract, the words mentioned below will be used with the indicated definitions.

SMS	Short message service. This service makes it possible to send alpha-numerical messages to or from a GSM.
Mobile Messaging Platform	The whole MobileWeb infrastructure of hardware & software that run on the MobileWeb servers and its connectivity to the internet.
Mobile Operators	Companies operating a mobile radiotelephony service using the GSM standard to which the MobileWeb Mobile Messaging Platform provides access or connectivity to transmit SMS messages or handle mobile payments.
SMS delivery services	The end-to-end SMS delivery service, including the connectivity with Mobile Operators & their processing.

## Article 2: Availability of Services

### 2.1. Online Application

MobileWeb guarantees 99% availability of the Mobile Messaging Platform. Maximum 2 times per month, the Mobile Messaging Platform can be put offline for maintenance purposes, and this for a maximum of 30 minutes. This will be communicated at least 24 hours in advance via email.

For each period of unplanned outage of the Mobile Messaging Platform, a part of the subscription price paid to access the Mobile Messaging Platform will be reimbursed by MobileWeb. There is a difference in the payback agreement for system outages during daytime (07.00 – 00.00) and during the nighttime (00.00 – 07.00):

<u>Duration of outage</u>	<u>Payback daytime</u>	<u>Payback nighttime</u>
15min. - 1 hour	1 day	1 day
1 hour - 4 hours	1 week	3 days
4 hours - 12 hours	1 month	10 days

### 2.2. SMS Delivery Services

For the SMS Delivery Services, MobileWeb is dependant on the availability of service from the Mobile Operators. Following is the summary of the guarantees offered by the major Belgian and international Mobile Operators:

- The Mobile Operator will do its best to use the appropriate technical and human means and resources so that its network meets the usual requirements of mobile communication networks in terms of network quality, service quality and reliability.
- The Mobile Operator will do its best to take the necessary measures for maintaining the continuity and quality of the service. In this regard, Mobile Operator cannot be held liable for disturbances caused by works, notably those undertaken to maintain, reinforce, reorganize or extend the installations of its network.
- Mobile Operator undertakes to do its best to guarantee the agreed upon routing rate of SMS to the Mobile Operator customers. Thus, it is possible that this rate while be reduced during periods of congestion of the Short Message Service Center.
- In the event that, in order to ensure the maintenance of the continuity and quality of the service, Mobile Operator should be obliged to interrupt momentarily the services incumbent upon it under this contract, it undertakes to inform the Service Provider of this by mail or fax as quickly as possible.

MobileWeb guarantees that it will constantly strive to monitor & improve the service delivered by Mobile Operators.

With regard to the non-availability of the "SMS Delivery Services", following financial compensations are foreseen: all SMS traffic that was not duly sent will not be invoiced

### 2.3. Monitoring and Interventions

Our Mobile Messaging Platform is pro-actively monitored 24 hours a day, 7 days a week using the MobileWeb monitoring software.

Each time a test fails an alarm is immediately generated to the appropriate member of MobileWeb Technical Support Team. Staff members will take appropriate action(s) as soon as possible. Most problems are resolved automatically

(without manual intervention). In case a manual intervention is required the first response by a member of the Support Staff will be done within maximum 1 hour.

### **Article 3: Force Majeure**

In case of "Force Majeure" (strike, war, revolution, civil war, expropriation or a public seizure, import or export prohibition, natural catastrophe, interruption of public transportation or power distribution, social conflict or fire, or any other unusual and analogous event which is independent of the will of the parties) these warranties do not hold. In such case MobileWeb will do all reasonable efforts to put the Mobile Messaging Platform online within a period of 48 hours.

### **Article 4: Technical Support**

#### *Regular Support*

Technical support is available on working days between 09.00 - 12.00hr and 13.00 - 18.00hr (Friday till 17.00hr) on our regular support number +32 2.247.37.27, via the contact person assigned to the client, or via our e-mail address info@mobileweb.be (for the less mission critical problems).

For Critical Interventions first response will be within 1 hour, resolution within 12 hours. Non-Critical Interventions first response will be within 1 business day, resolution within 2 business days.

We guarantee that always at least one MobileWeb technician will be available for the treatment of the urgent requests. These requests will be handled immediately upon receipt.

#### *Premium Support*

Technical support outside office hours and on non-working days is only available for Premium Clients and for business critical problems only. Separate fees will be charged, as foreseen in the contract.