

Service Level Agreement and Technical Support

1. Introduction

The purpose of this Service Level Agreement ('SLA') is to demonstrate ClickSend's commitment to providing 99.95% uptime of our Standard Rate SMS Services as set forth below. This SLA is incorporated into, and made a part of, that certain Service Agreement (defined in section 6) entered into between Customer and ClickSend. The remedies provided in this SLA are the sole remedies available to the Customer for any failure of ClickSend to meet its Uptime Commitment (defined in section 2).

This SLA relates only to ClickSend infrastructure, and does not cover issues relating to software, IT systems or web browsers, or other technology or telecommunication devices or services used to send SMS messages.

2. Uptime Commitment to ClickSend Customers

Pursuant to the terms of this SLA and the Service Agreement, ClickSend commits to ensuring the 99.95% availability of at least one of ClickSend's SMS gateways to enable Customer to connect thereto. This 99.95% availability shall allow sending of Standard Rate SMS Messages, measured on a monthly basis, where the:

- Denominator is represented by the number of minutes in a given month minus the number of minutes of Allowable Downtime (the 'Uptime Commitment')
- Numerator is represented by the number of minutes in a given month that at least one of ClickSend's SMS gateways is available to the Customer for sending Standard Rate SMS Messages.

3. Consequences of failure to deliver on the 99.95% Uptime Commitment

Should, for any given calendar month during the term of the Service Agreement, ClickSend not meet its Uptime Commitment (as defined in section 2 above), the Customer will be eligible to receive, as its sole remedy and ClickSend's sole liability, a service level credit as set out in this section 3 below.

If, in a calendar month, ClickSend fails to meet its Uptime Commitment under this SLA, Standard Business Customers are entitled to receive account credit. These Standard Business Customers must:

- Be affected by such ClickSend Uptime Commitment failure
- Register a complaint in writing with ClickSend within the calendar month immediately following the period in which ClickSend's Uptime Commitment failure occurred.

Credits shall be applied to the amounts owed by the Customer under the Service Agreement, and the list below outlines the credits available depending on the Standard Business Customer's location:

- AUD\$45 for Australian Customers
- USD\$40 for American Customers
- GBP£20 (plus VAT if applicable) for British Customers
- NZD\$50 for New Zealand Customers.

4. Technical Support

During the term of the Service Agreement, ClickSend will provide Customers access to its standard technical support.

ClickSend will provide Customers access to technical support 24 hours a day, 7 days a week via Email and Online Chat. In some circumstances (for example peak times) the Customer may be asked to leave a message through our Online Chat system. If a message is left with ClickSend's Online Chat system, a technical support officer will respond to the case as a matter of priority.

5. Changes to Service Level Agreement

By using ClickSend's Standard Rate SMS Service, Customers agree to accept the provisions of this SLA, and the related Uptime Commitment, or their subsequent amendments. ClickSend reserves the right to change this SLA from time to time, provided prior notice is given to the Customer before the effective date of any such change.

6. Definitions

The table below defines key terms used in this SLA.

<u>Term</u>	<u>Definition</u>
Allowable Downtime	The sum of the number of minutes in a given calendar month ClickSend's SMS gateways are unavailable due to: <ul style="list-style-type: none">• An Exception (see definition below)• Planned Maintenance (see definition below)

Business Day	A day upon which trading banks in Australia are open for business
Carrier	Telecommunications carrier
Customer	the customer named in the Order Form
Exceptions	<p>The sum of the minutes in a given calendar month where ClickSend's SMS gateways are unavailable due to any of the following causes:</p> <ul style="list-style-type: none"> a. Any circumstance beyond ClickSend's control, including without limitation, an act of God, inclement weather, flood, lightning, fire, or any other natural disaster, industrial action, the act or omission of any government, civil unrest, terrorism, war, military operations or riot, or strikes or other labour problems b. Where the Customer cannot access ClickSend'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, or other issue outside the control of ClickSend c. In the rare case that Standard Rate SMS Messages are not delivered by a Carrier to a particular handset, even though ClickSend has correctly passed on the Standard rate SMS Message to the Carrier d. Any other failure attributable to Carriers, any other telecommunications service providers beyond ClickSend's direct control, or attributable to materials or elements provided by the Customer
Planned Maintenance	Any time the ClickSend SMS gateways are unavailable to the Customer in any given calendar month, due to scheduled maintenance and upgrading activities. Such maintenance and upgrading activities shall occur during ClickSend's scheduled maintenance window, or at an alternate time given five (5) days' advance notice. This notice may be given via email.
Service Agreement	The service agreement attached to the Customer's Order Form for use of the Standard Rate SMS Service
Standard Rate SMS Message	A standard text message sent via ClickSend's SMS gateway to a third party
Standard Rate SMS Service	A service provided by ClickSend which enables the Customer to send and / or receive Standard Rate SMS Message