

Effective Date: 8/1/2023

Text Message Routing Account (“TMRA”)

Service Level Agreement (“SLA”)

1. MAINTENANCE

For purposes of this SLA, the following definitions will apply:

- A. Planned Maintenance – Company shall be entitled to perform planned maintenance on its service, provided (a) CUSTOMER receives notice at least seven (7) days of the date, time, and expected duration thereof and (b) whenever possible, all server and system maintenance shall be performed between the hours of 12:00 am – 6:00 am EST, and (c) time and expected duration thereof and such maintenance shall not exceed eight (8) hours in total per calendar month.
- B. Emergency Maintenance - Should Company be required to perform emergency maintenance, Company will contact CUSTOMER immediately with a completed maintenance notification that will include a brief description of the emergency maintenance issue, maintenance start date and time, maintenance end date and time, maintenance impact, etc. Any Service Downtime (See Section 2(a) below) resulting from emergency maintenance shall be included as Service Downtime in the availability calculation and reports. Company will notify CUSTOMER when the emergency maintenance is complete.

2. SERVICE UPTIME GUARANTEE

- A. Routing Guarantee - The Company shall use its best efforts to have the Service accessible by CUSTOMER no less than 99.9% of the time twenty-four (24) hours per day, seven (7) days per week, including holidays, excluding Scheduled Maintenance. “Service Downtime” means any system wide occurrence or series of occurrences within any given calendar month in which CUSTOMER’s access to the Service falls short of the foregoing performance metric.
- B. Notwithstanding the foregoing, Company will not have any responsibility to CUSTOMER or any other party for Service Downtime resulting from or for (i) the failure of any equipment not owned or controlled by Company ; (ii) the failure of any third-party system not selected or approved by Company, including a downstream carrier outage or origination carrier outage; (iii) maintenance or service interruptions requested by CUSTOMER (excluding interruptions requested by CUSTOMER to correct a problem with the Service); (iv) end user computer or network systems configured not in compliance with Company’s written configuration specifications provided to CUSTOMER prior to the date of execution of this Agreement or as may otherwise be agreed by the parties from time to time.

3. TECHNICAL SUPPORT AND PROBLEM RESOLUTION

3.1 CUSTOMER and Company collaboration and communication is a key to mutual success. All entities responsible for service availability will follow matrices for incident communication and management, incident classification and incident resolutions as set forth in this section.

- A. **Technical Support.** Company shall provide CUSTOMER with technical support during business hours, 8:00am to 6:00pm on Monday through Friday EST. Submission of all support requests may be made electronically via email or by text to a dedicated CUSTOMER support number. A dedicated CUSTOMER service number will be available during NON-BUSINESS hours in the event of a service interruption.

4. ACCOUNT SUPPORT AND COMMUNICATION

Company and CUSTOMER will reference the communication methods outlined for ongoing account activities, and during incident or escalation points as outlined above.

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