

1609SMS Service Level Agreement (last updated December 3, 2009)

1. Introduction

The purpose of this Service Level Agreement is to demonstrate 1609SMS's commitment to providing 100% uptime of our standard rate SMS services. This agreement relates only to 1609SMS infrastructure, and does not cover issues relating to software, IT systems or web browsers used to send SMS messages, unless this has been developed and hosted by 1609SMS and specifically included in your Service Level Agreement.

2. Commitment to 1609SMS customers

1609SMS guarantees that at least one of 1609SMS's SMS gateways will be accessible 100% of the time to allow sending of standard rate SMS messages.

3. Consequences of failure to deliver on 100% uptime guarantee

If at any time 1609SMS customers cannot send standard rate SMS messages as a result of a 1609SMS outage, 1609SMS will be held to have breached its obligations under this Service Level Agreement and customers will be eligible to compensation set out in clauses 3.1 and 3.2.

3.1 Standard Business Customers

If, in a calendar month, 1609SMS is in breach of its obligations under this Service Level Agreement, Standard Business Customers (those who use our Premium Gateway 2) who are affected by the breach and who register a complaint in writing with 1609SMS are entitled to the following credit, based on their location: or €25, US\$40, UK £20 (plus VAT if applicable).

3.2 Platinum Business Customers

If, in a calendar month, 1609SMS is in breach of its obligations under this Service Level Agreement, Platinum Business Customers who are affected by the breach and who register a complaint in writing with 1609SMS are entitled to a full refund of the entire value of their previous month purchase.

4. Exceptions to Service Level Agreement

1609SMS will not be liable to provide compensation to either standard business customers or Platinum Business Customers in the following circumstances:

_ Where service downtime is as a result of an act of God, inclement weather, flood, lightning, fire, or any other natural disaster, industrial action, the act or omission of any government, terrorism, war, military operations or riot.

_ If customers cannot access 1609SMS'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.

_ In the rare case that standard rate SMS messages are not delivered by a carrier to a particular handset, even though 1609SMS has correctly passed on the message to the carrier.

Where any other failure to perform its obligations by 1609SMS is attributable to carriers, any other telecommunications service provider beyond 1609SMS's direct control, or attributable to materials or elements provided by the customer.

5. Commitment to Provide Technical Support

1609SMS will also provide access to comprehensive technical support to all customers.

5.1 Standard Business Customers

1609SMS will provide Standard Business Customers access to technical support during standard business hours, Monday to Friday. 1609SMS endeavours to provide a personal response to all telephone and chat queries, however during high volume support periods Standard Business Customers may be asked to leave a message through our voicemail /chatmail system. Similarly, if Standard Business Customers place a support call before or after the aforementioned access hours, the Customer may be asked to leave a message through our voicemail system.

If a message is left with 1609SMS's telephone answering service, a technical support officer will return the call within two hours of the commencement of the next business day.

5.2 Platinum Business Customers

1609SMS will provide Platinum Business Customers access to technical support 24 hours each day, 7 days per week. In some circumstances (for example peak times) the Platinum Business Customer may be asked to leave a message through our voicemail system. If a message is left with 1609SMS's telephone answering service, a technical support officer will return the call as a matter of priority.

6. Changes to Service Level Agreement

By using 1609SMS's standard rate SMS service, customers agree to accept the provisions of this Service Level Agreement, and the related Service Reliability Commitment, or their subsequent amendments. 1609SMS reserves the right to change this Service Level Agreement from time to time, providing prior notice is given to all customers.

7. Definitions

Business Day: means a day upon which trading banks are open for business.

Carrier: means telecommunications carrier.

Customer: means a Platinum Business Customer or a Standard Business Customer.

Heartbeat messages: means automated messages sent by 1609SMS or by the customer to ensure the standard rate SMS service is operating in accordance with the service levels set out in this Service Level Agreement.

1609SMS outage: means an outage which results in the customer being unable to access the standard rate SMS service as a result of a fault attributable to 1609SMS, but specifically excludes those items set out in clause 4.

Platinum Business Customers: means the plan under which any customer pays to 1609SMS a one off establishment fee and a monthly service fee as set out in the customer contract, or as amended by 1609SMS in its absolute discretion.

Platinum Business Customer: is a 1609SMS customer who has joined 1609SMS's Platinum Program.

Service Agreement: means the service agreement attached to the customer's application for use of the standard rate SMS service.

Standard Business Customer: means a customer who is not a Platinum Business Customer.

Standard Rate SMS Message: means a standard text message sent via 1609SMS's SMS gateway to a third party.

Standard Rate SMS Service: means a service provided by 1609SMS which enables the customer to send and/or receive standard rate SMS messages.