



SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) is part of an agreement for certain SINCH services (“**Agreement**”) between SINCH and Customer and apply solely to the Services and not any other SINCH product or service.

Capitalized terms are defined in the Glossary below. Capitalized terms not defined in this SLA shall have the meanings ascribed to them in the General Terms and Conditions for SINCH Services (“**GTC**”).

I - General

SINCH will make the Service available to Customer as specified in the Order Form and the Agreement and in accordance with the service level as described in this SLA.

II - Service Availability

SINCH will use reasonable endeavors that the Service will be available 99.95% of the time, in the manner, and with the exceptions, set forth below.

Availability of the Service will be calculated each month, as a percentage based on the fraction below:

$$\frac{\text{Measurement Period} - \text{Unavailability}}{\text{Measurement Period}}$$

III - Service Windows

Notifications about scheduled service windows (excluding unplanned/emergency maintenance) will be sent no less than 10 business days in advance. The standard service windows are:

US Sites: Tuesday & Thursday 1AM – 4AM PST/PDT

Other sites: Tuesday & Thursday 9PM – 12AM CET/CEST

Service windows may be extended or shortened as needed and may fall on different times or days as needed.

IV - SMS Latency

SMS Content delivery latency varies between destinations and depends on the handset status. SINCH will promptly acknowledge receipt of Content upon actual receipt. SINCH measures latency across all traffic per month sent to valid and available handsets. Increased latency due to reasons outside SINCH control, such as Service Provider outages are excluded.

Latency Type	Sinch Target Performance
Internal Latency	Less than 10 seconds for 90% of traffic per month
Handset Latency	Less than 30 seconds for 90% of traffic per month

V - Helpdesk and Fault Reporting

The Help Desk is available 24/7.

Customer may contact SINCH’s Help Desk via Service Center (<https://servicecenter.sinch.com>) to report faults, in accordance with the Fault Reporting Method set out in Section 7.

Fault reports should include:

- Nature of the fault
- Priority level in accordance with this SLA. SINCH may reclassify the priority during the fault investigation.



- Sample numbers, CDRs or other data if applicable
- Time of fault

VI - Priority Levels

Priority	Definition
P1	Total loss of Service, whereby the Customer is unable to send, unable to receive or unable to send to or receive from all Service Providers networks.
P2	Partial loss of Service, whereby there is an inability to send or receive from specific Service Provider's numbers or multiple networks.
P3	The Service is degraded such that any agreed levels of throughput and/or latency are not met, Contents are not delivered in accordance with the relevant Order Form, or a P1 failure occurs with respect to one Service Provider's network only
P4	Non-current or intermittent faults. Where relevant, includes follow-up on P1 or P2 level faults that are no longer current. Failures other than P1, P2 or P3 faults and any general questions or requests

VII - Fault Response

SINCH shall utilize commercially reasonable efforts to deliver minimum 90% of below-mentioned fault response performance services in accordance with the following times and accuracy targets.

Stage \ Priority	P1	P2	P3	P4
Initial Response Time	02 hours	02 hours	24 hours	48 hours
Target Restoration (work around)	12 hours	24 hours	2 working days	7 working days
Target Resolution	5 working days	10 working days	15 working days	30 working days
Progress Reports	At resolution	At resolution	At resolution	At resolution
Fault Reporting Method	Email	Email	Email	Email

Glossary

- 1.1 **"Availability"** means the percentage of the "Measurement Period" during which the SINCH "Service(s)" is made available to the Customer.
- 1.2 **"Delivery Receipt Latency"** means the time from SINCH's acknowledgement of Content reception, until Content delivery receipt is received by SINCH from relevant Service Provider. No latency target will be given for Delivery Receipt Latency since Service Provider can deprioritize Content delivery receipts.
- 1.3 **"Exclusion(s)"** means unavailability of the Service for one or more of the following reasons:
 - Any scheduled maintenance for which SINCH gives prior notice.
 - Failure of, or congestion experienced in any part of a network outside of where the Service are hosted (e.g. Service Providers or internet);
 - Causes beyond any party's reasonable control as referred to in the Agreement;
 - Suspension of the Services in accordance with the Agreement;
 - Customer caused issues including (but not limited to):
 - Any failure to provide information requested by SINCH.
 - Any failure to interface to the Service in accordance with SINCH instructions.
- 1.4 **"Fault Reporting Method"** means the way faults must be reported in order for SINCH to appropriately investigate the fault.
- 1.5 **"Handset Latency"** means the time from SINCH 's acknowledgement of Content reception, until Content is delivered to relevant handset.
- 1.6 **"Initial Response Time"** means the target time to respond to Customer's notification to SINCH of a fault.
- 1.7 **"Internal Latency"** means the time from SINCH 's acknowledgement of Content reception, until processed by SINCH and Content reception acknowledged by relevant Service Provider for onward delivery to handset.
- 1.8 **"Measurement Period"** means one (1) calendar month starting from the first day of that specific calendar month (UTC). The time is calculated in minutes.
- 1.9 **"Progress Reports"** means recurring updates on the fault until restoration or resolution, as applicable.



- 1.10 "**Service**" means for the purpose of this SLA, the SMS, MMS or RTC API based services ordered by the Customer under an Order Form.
- 1.11 "**Target Resolution**" means the target time from when Customer has reported the fault until resolution of the fault.
- 1.12 "**Target Restoration**" (Work around) means the target time to find a temporary workaround for the reported fault. A temporary workaround is a solution, which substantially restores regular Service, although some non-material problems may persist.
- 1.13 "**Unavailability**" means a minimum continuous 5-minute periods that the SINCH "Service(s)" is not responding adequately to incoming requests, and/or are not establishing outgoing connections per region as intended, in each case expressed in number of minutes.