

Service Level Agreement

1. Definitions

- 1.1 **SMS** means Short Messaging Service, and is a bearer standard for transmission of short messages (maximum length of 160 characters per message) via GSM-enabled mobile phones. Message length may vary on CDMA and other mobile network technologies.
- 2.2 **Interruption** means an interruption to the Service that occurs when there is a total loss of Service to you and the interruption is not caused by scheduled maintenance.
- 3.3 **“You” and “Your”** refers to the Partner detailed in the Professional Partner Agreement.

2. Scheduled Maintenance

- 2.1. Bond Wireless a division of Smartedu.Com Pty Ltd will use its reasonable endeavours to:
 - a. provide you with 7 days notice of any scheduled maintenance of the Service, except in an emergency situation;
 - b. ensure that scheduled maintenance does not exceed a total of six hours in any calendar month. Where maintenance exceeds a total of six hours, it will be regarded as an Interruption of Service.

3. Multiple Redundant Delivery Pathways

- 3.1 Bond Wireless will guarantee to make all efforts to correct unexpected routing failures if such failures occur by switching traffic to a redundant pathway. Bond Wireless will not guarantee that all routing failures can be corrected, due to situations that may arise outside of Bond Wireless's control.

4. Fault Reporting

- 4.1 Your authorised operational contact may report any Service fault to Bond Wireless by calling Bond Wireless's Monitoring and Support 24 hours, 7 days a week.
- 4.2 On receiving a report of a fault Bond Wireless shall, within normal working hours, investigate and determine whether the reported fault is a fault in the Bond Wireless system, an Equipment fault, third party fault or your error.
- 4.3 Bond Wireless shall bear no liability in connection with its determination of the nature of the fault.

5. Fault not caused by Bond Wireless

- 5.1 Bond Wireless is not responsible for any fault where Bond Wireless reasonably attributes the fault to Your Equipment or other facilities beyond the Service Delivery Point or to the external telecommunication networks that Bond Wireless services are connected to.

6. Provision of Service

- 6.1 SMS Capacity Planning

To enable Bond Wireless to maintain sufficient International capacity to meet your forecasted volume use, Bond Wireless may require you to provide Bond Wireless with three monthly rolling forecasts. These forecasts will be reviewed monthly by Bond Wireless in consultation with you, the customer, to ensure appropriate alignment with Bond Wireless's capacity planning.

6.2 Provision of Service

Bond Wireless will use its reasonable endeavours to meet the following service delivery objectives:

Service Activation	Within 15 business days upon the execution of the Contractual Agreement (Service activation will be dependent on results of a feasibility study)
Variation of the Service	Within 15 business days upon Bond Wireless receiving notification from You (excluding variation to SMS that exceeds forecast)
*Termination of Service by you	Within 10 business days after receiving notification from You or such later date as specified in the notice. You are required to provide <i>written notice</i> as per the contract.

Bond Wireless is not responsible for any failure to meet service level objectives to the extent that Bond Wireless must rely on other carriers and services. For example, no service level objectives shall apply to activations involving the network of other carriers.

7. Performance Objectives

7.1 Bond Wireless will use its reasonable endeavours to provide the following performance objectives:

7.2 Bond Wireless SMS Service Availability will not be less than 99% of the time less maintenance time.

7.3 The output of SMS messages via Bond Wireless's SMS Service shall be no less than 300 messages/minute.

Bond Wireless's SMS Service Objective: The time taken for a message to be delivered to the third party carriers, from your interface to Bond Wireless SMS service, shall be no more than 10 seconds.

8. Maintenance Commitments

8.1 The Bond Wireless SMS Service will be monitored on a 24 hour, 7-day per week basis by Bond Wireless SMS network management. Where a Service fault occurs, Bond Wireless will address and rectify it as soon as reasonably practicable with the following targets for the service.

8.2 Fault Response Times

You may report a fault by contacting the Bond Wireless Monitoring and Support Centre. Bond Wireless will acknowledge any reported incident by contacting your designated contact to confirm details, discuss specifics and provide feedback of call status. Bond Wireless will endeavour to meet the following targets:

Response time: 12 hours

Restoration time: 24 hours

9. Rebate for Service Interruption

- 9.1 If Bond Wireless fails to repair a Service fault within the restoration time in clause 7.2(b) ("Specified Restoration Time"), Bond Wireless will rebate you for the Interruption as follows:

$$\frac{\text{Hours of Interruption} - \text{Specified Restoration Time}}{\text{Hours in month}} \times \text{Monthly Service Charge}$$

- 9.2 The rebate does not include a rebate for Usage charges, for messages that may have been carried over the Service, during the time of any Bond Wireless SMS Service outage.
- 9.3 If you wish to make a claim for payment, you must do so in writing within 18 days after restoration of the fault.
- 9.4 Bond Wireless will make payments that are due and payable to you by crediting your next monthly account.