



## Starware SMS Service Level Agreement

### 1. Definitions

- a) **SMS** means Short Messaging Service, and is a bearer standard for transmission of short messages (maximum length of 70 Arabic or 160 English characters per message) via GSM-enabled mobile phones. Message length may vary on other mobile network technologies.
- b) **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.
- c) **“You” and “Your”** refers to the Partner detailed in the Agreement.

### 2. Multiple Redundant Delivery Gateways

Starware will guarantee to make all efforts to correct unexpected routing failures by switching traffic to a redundant gateway. Starware will not guarantee that all routing failures can be corrected, due to situations that may arise outside of Starware's control.

### 3. Multiple Protocols

Starware can receive from you the messages via all following protocols:

HTTP  
SMPP 3.4  
SMTP  
FTP

Where we prefer to co-operate with our clients via SMPP connections, to be able to present all possible features, such as DLR (delivery status reports).

### 4. Multiple Servers

Starware guarantee a redundant matrix of own servers with a huge bandwidth (400 MBit/Sec in total).

### 5. Time to deliver

Starware will try to have a prompt delivery for all outgoing messages. If any delay persists (more than 15 minutes) Starware will switch your traffic to an alternative gateway (mostly European gateways) to have a prompt delivery for the next quantities sent after this delay of 15 min. This action will be handled automatically and even with no more cost on your side.

### 6. Maintenance

Starware will use its reasonable endeavors 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.
- c) Total of emergency situations should be not more than 6 hours per month.

### 7. Fault Reporting

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

### 8. Fault not caused by Starware

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





## 9. Provision of Service

### a) SMS Capacity Planning:

To enable Starware to maintain sufficient International capacity to meet your forecasted volume usage, Starware may require you to provide Starware with one weekly rolling forecast (for all traffics more than 50k a day). These forecasts will be reviewed by Starware in consultation with you, the customer, to ensure appropriate alignment with Starware's capacity planning.

### b) Termination of Service by you:

Within 3 business days after receiving notification from you or such later date as specified in the notice. You are required to provide written notice as per the contract.

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

## 10. Performance Objectives

a) Starware will use its reasonable endeavors to provide the following performance objectives:

b) Starware SMS Service Availability will not be less than 97% of the time less maintenance time.

c) The output of SMS messages via Starware's SMS Service shall be no less than 300 messages/minute each Network (Example: in Egypt 300 + 300 messages/minute for both Vodafone & Mobinil). Starware's SMS Service Objective: The time taken for a message to be delivered to the third party carriers, from your interface to Starware SMS service, shall be no more than 10 seconds.

## 11. Maintenance Commitments

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

### b) Fault Response Times:

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

Response time: 12 hours

Restoration time: 24 hours

## 12. Rebate for Service Interruption

a) If Starware fails to repair a Service fault within the restoration time, Starware will rebate you for the Interruption as follows:

b) Hours of Interruption – Specified Restoration Time X Monthly Service Charge Hours in month.

c) 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 Starware SMS Service outage.

d) If you wish to make a claim for payment, you must do so in writing within 18 days after restoration of the fault.

e) Starware will make payments that are due and payable to you by crediting your next monthly account.



Starware

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