

# **Service Level Agreement (SLA)**

## **Business Internet Access (BIA)**

### **Quality Shared Business Internet**

### **Symmetrical, Fiber-based Service**

Stratus Networks is dedicated to delivering a dependable, high-quality service to support our valued Business Customers. As such, Stratus commits to the following Service Level Agreements (SLAs).

#### **Definitions:**

- **Customer:** Refers to a Stratus customer who has an agreement for Stratus service(s), excluding those in violation of our terms of service.
- **Service Impairment:** Occurs when Customer experiences issues such as loss of service or the inability to transfer data.
- **Scheduled Network Maintenance:** Normal maintenance to upgrade our data and voice networks, conducted during our maintenance window the second Sunday of every month between 12:01 AM and 4:00 AM.
- **Urgent Network Maintenance:** Efforts to address network conditions likely to cause outages or severe performance issues, with advance notice to the Customer.
- **Force Majeure Event:** Any unforeseen event beyond Stratus's control, such as natural disasters, power surges, or acts of terrorism.
- **Business Internet Access (BIA):** Provides connectivity to the internet backbone.

#### **Time to Restore Service Commitment: BIA SLA**

- **Our Commitment:** We guarantee a maximum of eight business hours to restore service from the time you report a Service Impairment.
- **Your Remedy:** If Stratus Networks fails to meet this commitment, you can request a Service Credit based on the delay. Service Credit is equal to one day's contracted, monthly recurring service charge for the affected circuit.

#### **Network Availability Commitment: BIA SLA**

- **Our Commitment:** For Business Internet Access services on Stratus Networks' metro network, we commit to providing 99.9% availability each month.

- Your Remedy: In case of unavailability lasting 4 hours or greater and not resulting from an excused outage, the Customer is entitled to a service credit equal to one day's contracted monthly recurring service charge for the affected circuit.

### **SLA for Network Latency: BIA SLA**

- Our Commitment: Stratus Networks guarantees latency of 75 milliseconds from the circuit handoff to the nearest Status Networks Point of Presence. Internet latency beyond these points is not guaranteed as these services in the general internet are not under Stratus's control.
- Your Remedy: Customers experiencing latency exceeding 75 milliseconds for a calendar month can request a service credit equal to one day's contracted monthly recurring service charge for the affected circuit.

### **Customer Premise Equipment Commitment**

- Our Commitment: We guarantee that all Customer premise equipment provided by us will be free from defects during the term of service.
- Your Remedy: Stratus will replace any defective customer premise equipment at Stratus's cost.

### **Service Credit Specifications**

- To be eligible for a Service Credit, the Customer must report the commitment failure to Stratus Networks within five days of its occurrence.
- Service Credits are calculated based on the contracted monthly rate for the affected service and prorated by the number of days of credit provided as the remedy for the Service Level Commitment failure.
- If any event triggers a breach of two or more Service Level Commitments, Customer shall only receive a Service Credit equal to the highest applicable Service Credit being requested in connection with the breached Service Level Commitments.
- These Service Credits are the exclusive remedy available to the Customer for Stratus Networks' failure to meet Service Level Commitments.

### **Exclusions**

- The SLA does not cover failures due to Customer actions, scheduled maintenance, force majeure events or Customer's failure to report incidents in a timely manner as defined in the Service Credit Specifications.
- Stratus Networks may modify the SLAs and remedies at any time.