

Service Level Agreement (SLA)

Ethernet Private Line (EPL)

Private, Direct Point-to-Point Fiber Connectivity

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, fiber optic cable cuts, or acts of terrorism.
- **Ethernet Private Line (EPL)** provides dedicated point-to-point access between Customer locations using Stratus's fiber network backbone.

Installation Interval Commitment:

- **Our Commitment:** Installation interval is determined following a site survey and is confirmed with a Firm Order Commitment (FOC) installation date.
- **Your Remedy:** If we fail to meet the installation interval commitment (FOC), you're eligible for a Service Credit based on the delay. Service Credit will be equal to 25% of the contracted monthly recurring service charge for one month's use of the circuit for every week the delivery is late, not to exceed 4 weeks, or the total of 1 month billing. This credit is earned only if the Customer allows the circuit installation to proceed and does not cancel service before installation.

Time to Restore Service Commitment:

- **Our Commitment:** The time to restore service is four hours. The "Time to Restore" period begins on the first business day, hour, and minute when the Customer reports a Service Impairment to Stratus Networks through a Stratus authorized

trouble ticketing system. It ends when Stratus Networks confirms the service is restored.

- **Your Remedy:** If Stratus Networks fails to meet the time to restore service commitment, the Customer may request a Service Credit equal to two days' contracted monthly recurring service charge for the affected circuit.

Network Availability Commitment:

- **Our Commitment:** For Ethernet Private Line services on Stratus Networks' metro network, we commit to providing 99.99% availability each month.
- **Your Remedy:** In case of unavailability lasting 1 hour or greater and not resulting from an excused outage, the Customer is entitled to a service credit equal to two days' contracted monthly recurring service charge for the affected circuit.

Latency Commitment:

- **Our Commitment:** Stratus Networks commits to providing latency (delay in packet delivery) of ≤ 20 milliseconds for services on the Stratus metro network.
- **Your Remedy:** Customers experiencing latency exceeding 20 milliseconds for a calendar month can request a service credit equal to two days' contracted monthly recurring service charge for the affected circuit.

Jitter Commitment:

- **Our Commitment:** Stratus Networks commits to providing jitter (variance in latency) of ≤ 10 milliseconds for services on the Stratus metro network.
- **Your Remedy:** Customers experiencing jitter exceeding 10 milliseconds for a calendar month can request a service credit equal to two days' contracted monthly recurring service charge for the affected circuit.

Chronic Trouble Circuits

A circuit is considered to have Chronic Trouble if it experiences four or more related Service Outages over any consecutive thirty (30) day period. The Customer has the option to either obtain Service Outage credits or terminate the affected circuit without liability upon written notice to Stratus. If the circuit continues to experience Chronic Trouble within thirty days after clearing the most recent trouble, the Customer may disconnect the circuit without incurring termination liability. Stratus will perform a detailed investigation upon reports of Chronic Trouble.

Customer Premise Equipment Commitment

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