

## FLEX Cloud Service Level Agreement (SLA)

### 1. Definitions

- 1.1. “Service” means the Flex Cloud service offerings (including FLEX Compute, FLEX Storage, FLEX LinQ and FLEX Disaster Recovery) provided by Stratus Networks.
- 1.2. “Customer” means the entity purchasing or utilizing the Service under this SLA.
- 1.3. “Service Availability” means the percentage of time during a calendar month that the Service is operational and accessible, excluding Scheduled Maintenance and Exclusions.
- 1.4. “Scheduled Maintenance” means maintenance events announced in advance by Stratus Networks.
- 1.5. “Downtime” means any unplanned period during which the Service is not available, excluding Scheduled Maintenance or Exclusions.
- 1.6. “Response Time” means the time from when a support ticket is logged to when Stratus Networks begins active diagnosis.
- 1.7. “Resolution Time” means the time from start of diagnosis until the issue is resolved or a workaround is provided.

### 2. Flex Compute and Flex Storage

#### 2.1. Service Availability Commitment

- 2.1.1. Availability Guarantee. Stratus Networks will use commercially reasonable efforts to ensure that the Service is available 99.9% of the time each calendar month.
- 2.1.2. Performance Standards. Flex is delivered using enterprise-grade infrastructure, redundant architecture, NVMe-based storage, low-latency networking, and flat-rate pricing models.

#### 2.1.3. Support Response Targets

Severity	Description	Target Response Time
Severity 1	Full service outage, critical impact	≤ 30 minutes
Severity 2	Service degraded	≤ 2 business hours
Severity 3	Non-critical issue	≤ 1 business day
Severity 4	Informational request	≤ 2 business days

## 2.2. Service Credits

2.2.1. If monthly Service Availability falls below 99.9%, the Customer may request service credits according to the following:

Monthly Availability	Service Credit
99.0% – 99.9%	10% of monthly fees
95.0% – 99.0%	25% of monthly fees
< 95.0%	100% of monthly fees

2.2.2. Credits must be requested within 30 days of the incident.

2.2.3. Credits will be granted only against the affected Service.

## 3. Flex Disaster Recovery

3.1. Recovery Time Objective (RTO). The following maximum restoration time targets apply:

Event Type	Description	Target RTO
Site-Level Outage	Loss of a single datacenter	4 hours
Regional Interruption	Region-wide infrastructure failure	8 hours
Catastrophic Event	Multi-site failure requiring full DR failover	24 hours

These commitments assume Customer workloads are deployed according to Stratus Networks' recommended redundancy architecture.

3.2. Recovery Point Objective (RPO). Maximum acceptable data-loss windows:

Component	Description	Target RPO
Flex Storage – Replicated Tier	Continuous replicated storage	≤ 60 minutes
Flex Storage – Standard Tier	Standard daily backup workloads	≤ 24 hours
Flex Compute	VM templates, metadata	≤ 1 hour

### 3.3. Service Credits.

- 3.3.1. If Stratus fails to meet with RTO or RPO objective on any incident, it will provide a credit of 10% of monthly fees.
- 3.3.2. Credits must be requested within 30 days of the incident.
- 3.3.3. Credits will be granted only against the affected Service.

### 3.4. Customer Responsibilities

Customers must:

- Deploy workloads consistent with Stratus Networks' DR best practices.
- Use replicated storage tiers and/or multi-site architecture for mission-critical workloads.
- Maintain and test their own application-level DR processes.
- Subscribe to enhanced backup services for sub-hour RPO needs.

### 3.5. Exclusions

DR-related SLAs do not apply to:

- Workloads not configured for replication or backup.
- Unsupported third-party applications requiring Customer intervention.
- Customer misconfigurations or violations of best practices.

## 4. Service Monitoring

- 4.1. Stratus Networks monitors the Service 24 x 7 x 365.
- 4.2. Stratus Networks provide proactive outage notifications to Customers of the Service. Alerts may be delivered via email, portal notifications, or other designated communication channels as established during Service setup.

## 5. Scheduled Maintenance

- 5.1. Routine maintenance windows will be announced at least 72 hours in advance.
- 5.2. Emergency maintenance may be performed without prior notice when required to prevent service impact.

5.3. Scheduled Maintenance is not counted against Service Availability.

## 6. Support

6.1. Support is available 24 x 7 for Severity 1 and 2 issues via the Stratus Networks Network Operations Center.

6.2. Support is available during standard business hours for all other issues.

## 7. General Customer Responsibilities

7.1. Maintain accurate contact and billing information.

7.2. Secure API keys, credentials, and access controls.

7.3. Manage and maintain Customer-owned software running on the Flex platform.

7.4. Comply with Acceptable Use Policy and security requirements.

8. Limitations & Exclusions. Customer's use of Flex services is expressly subject to the limitation of liability provisions of the Terms and Conditions. Service level agreements do not apply to:

- Issues caused by Customer misuse or misconfiguration
- Force majeure events
- Upstream carrier failures outside Stratus Networks' reasonable control
- Beta, preview, or non-production services

## 9. Term, Changes, and Termination

9.1. SLA takes effect upon Customer's activation of Flex services.

9.2. Stratus Networks reserves the right to update this SLA with 30 days' notice.

9.3. In case of termination, Stratus Networks will provide standard data export options