

SERVICE LEVEL AGREEMENT

MDS Cloud Service Levels.

The binding service availability commitment, financial remedies, and operational policies governing the Modibus MDS Cloud platform — for inclusion as Annex to the Master Service Agreement.

SERVICE AVAILABILITY TARGET

MDS Cloud Platform

Measured monthly · excludes Planned Maintenance & Excluded Events · service credits per Section 4 below

99.9%

MONTHLY UPTIME

KEY OPERATIONAL PARAMETERS

SERVICE CREDITS

Up to 50%

of monthly fees, tiered by
Availability shortfall

PLANNED
MAINTENANCE**2 hr / month**

notified \geq 7 days in advance,
low-traffic windows

SEV-1 RESPONSE

30 min

platform outage
acknowledgment time

STATUS PAGE

24 / 7

live incident updates at
status.modibus.com

SECTION 1

Definitions, Scope, and Order of Precedence

This Service Level Agreement (the “**SLA**”) is entered into by Modibus and the customer (the “**Customer**”) and is incorporated into and forms part of the Master Service Agreement or equivalent overarching contract (the “**MSA**”). Capitalised terms not defined herein have the meanings ascribed in the MSA.

1.1 DEFINITIONS

Affected Service

A specific component of the Service for which Availability is measured separately, as listed in Section 2.2.

Availability

The percentage of time during a Service Month during which the relevant Affected Service is reachable and substantially functional, calculated per Section 2.3.

Business Hours

Monday through Friday, 09:00–18:00 in the Customer’s contractual time zone, excluding public holidays in that jurisdiction.

Excluded Event

Any event listed in Section 5 that is not counted toward Downtime when calculating Availability.

Incident

An unplanned interruption to or reduction in the quality of the Service, classified by severity per Section 7.

Monthly Fees

The fees actually paid by the Customer for the Affected Service in the Service Month giving rise to a service credit claim.

MDS Cloud

The Modibus-operated multi-tenant cloud platform comprising the customer-facing portal, device management plane, relay infrastructure, and integration APIs.

Planned Maintenance

Maintenance windows scheduled and notified in accordance with Section 6.

Service

Collectively, MDS Cloud and any associated services Modibus has expressly agreed to provide under the MSA.

Service Month

A calendar month during which the Customer is entitled to use the Service.

Status Page

The publicly accessible incident communication channel at status.modibus.com.

1.2 SCOPE & EXCLUSIONS FROM SCOPE

1.2.1 In Scope. This SLA governs the Availability and operational handling of the MDS Cloud platform: customer-facing portal, identity and access services, device-relay infrastructure, integration APIs, and webhook delivery.

1.2.2 Out of Scope. This SLA does **not** cover: (a) the operation, availability, or performance of Customer’s on-premise hardware, including MB-213 and CM-series modules — covered by the separate **Limited Hardware Warranty**; (b) Customer’s network connectivity to MDS Cloud; (c) third-party services integrated by the Customer; (d) Beta or Preview features clearly marked as such.

1.3 ORDER OF PRECEDENCE

In the event of conflict between this SLA and the MSA, the MSA shall prevail unless this SLA expressly overrides a specific MSA provision. In the event of conflict between this SLA and any Modibus marketing material, datasheet, or sales communication, this SLA shall prevail.

SECTION 2

Service Availability Commitment

Modibus commits to the monthly Availability targets set out below. Failure to meet a target in a Service Month entitles the Customer to a service credit calculated under Section 4.

2.1 AVAILABILITY TARGET

For each Service Month, Modibus targets **99.9% monthly Availability** for the MDS Cloud platform, which corresponds to a maximum of **43 minutes 49 seconds** of accumulated Downtime per 30-day Service Month.

2.2 AFFECTED SERVICES MEASURED

AFFECTED SERVICE	AVAILABILITY TARGET	MEASUREMENT
MDS Cloud Portal	99.9%	HTTP 2xx/3xx response from public portal endpoint with median latency < 2s
Device Relay Infrastructure	99.9%	Outbound tunnel establishment success rate from synthetic probe devices
Integration API (REST)	99.9%	HTTP 2xx response from authenticated API health endpoint
Webhook Delivery	99.5%	Successful delivery (2xx) within 60 seconds, retried per spec on transient failure
SSO / SAML Authentication	99.9%	Successful authentication via tested IdPs from synthetic probe
Documentation Portal	99.0%	HTTP 2xx response from docs.modibus.com — informational, no service credit

2.3 CALCULATION METHOD

AVAILABILITY FORMULA

Availability (%) = $((\text{Total Minutes in Service Month} - \text{Downtime} - \text{Excluded Time}) \div (\text{Total Minutes in Service Month} - \text{Excluded Time})) \times 100$

Where **Total Minutes in Service Month** = (number of days in the calendar month) × 1,440 minutes; **Downtime** = sum of consecutive minutes during which the Affected Service is unavailable per the measurement criteria in Section 2.2; **Excluded Time** = sum of minutes attributable to Planned Maintenance and Excluded Events per Sections 5 and 6.

2.4 MEASUREMENT AUTHORITY

Availability is determined from Modibus's production monitoring infrastructure, including independent third-party synthetic probes operated from at least two geographic regions. Customer-side monitoring data may be submitted in support of a service-credit claim under Section 8 but is not, on its own, determinative.

★ **Reading guide:** 99.9% monthly Availability allows for ~44 minutes of Downtime per 30-day month. 99.95% would allow ~22 minutes; 99.99% would allow ~4.4 minutes. Modibus offers 99.95% under Premium SLA terms upon written agreement — contact your account team.

SECTION 3

Service Credits & Financial Remedies

Where Modibus fails to meet the Availability target for an Affected Service in a Service Month, the Customer is entitled to a service credit calculated as a percentage of the Monthly Fees paid for that Affected Service during the Service Month in which the shortfall occurred.

3.1 SERVICE CREDIT TIERS

MONTHLY AVAILABILITY	SERVICE CREDIT	APPROXIMATE DOWNTIME (30-DAY MONTH)
≥ 99.9%	No credit due	≤ 43 minutes 49 seconds
< 99.9% — ≥ 99.5%	5% of Monthly Fees	~44 minutes - 3 hours 36 minutes
< 99.5% — ≥ 99.0%	10% of Monthly Fees	~3.6 hours - 7 hours 12 minutes
< 99.0% — ≥ 95.0%	25% of Monthly Fees	~7.2 hours - 36 hours
< 95.0%	50% of Monthly Fees	> 36 hours

3.2 FORM & APPLICATION OF CREDITS

- 3.2.1 Form of credit.** Service credits are applied as a non-refundable deduction against the Customer’s next invoice for the Service. Credits are not redeemable for cash or refundable except where required by law.
- 3.2.2 Aggregate cap.** The total service credits issued in respect of any single Service Month shall not exceed **50% of the Monthly Fees** for the Affected Service for that month, regardless of the number or duration of Incidents.
- 3.2.3 Single remedy aggregation.** If multiple Affected Services are below target in the same Service Month, the credit for each is calculated independently against the Monthly Fees attributable to that Affected Service, then summed (subject to the aggregate cap above).
- 3.2.4 Premium SLA.** Customers under a written Premium SLA addendum (target 99.95%) are subject to the credit tiers set out in that addendum, which override this Section 3.1 for the Affected Services covered.

3.3 EXCLUSIVE REMEDY

EXCLUSIVE REMEDY

Service credits constitute the **Customer’s sole and exclusive remedy**, and Modibus’s sole liability, for any failure to meet an Availability target. Nothing in this Section limits Modibus’s liability for: (a) wilful misconduct or fraud; (b) breach of confidentiality obligations; (c) breach of data-protection obligations under the Data Processing Agreement; or (d) any liability that cannot be lawfully limited under applicable law.

SECTION 4

Excluded Events — What Doesn't Count

The following events do not constitute Downtime and are excluded from Availability calculations under Section 2.3. Excluded Events are defined narrowly and require Modibus to act in good faith.

4.1 PLANNED MAINTENANCE

Time during a Planned Maintenance window scheduled and notified in accordance with Section 6 below. Maintenance that exceeds its scheduled window or is performed without proper notice **is** counted as Downtime.

4.2 CUSTOMER-CAUSED EVENTS

4.2.1 Customer's own infrastructure. Failures of the Customer's on-premise hardware, network connectivity to MDS Cloud, or carrier-side cellular outage. Modibus does not control Customer-side infrastructure.

4.2.2 Customer misconfiguration. Outage caused by Customer changes to firewall rules, DNS, IdP configuration, or quota limits, where such changes are documented as the proximate cause.

4.2.3 Suspension for breach. Service suspension or restriction in accordance with the MSA, including for non-payment, security violation, or breach of acceptable-use terms.

4.3 FORCE MAJEURE & EXTERNAL EVENTS

4.3.1 Force majeure. Events beyond Modibus's reasonable control: natural disasters, war, terrorism, civil unrest, pandemic, governmental orders, or labour disputes not involving Modibus directly. Modibus will use commercially reasonable efforts to restore Service.

4.3.2 Internet backbone outages. Failures of the public internet, DNS root infrastructure, BGP routing, or major regional outages of cloud infrastructure providers used by Modibus to operate MDS Cloud.

4.3.3 DDoS attacks. Distributed denial-of-service attacks during the period reasonably required to mitigate the attack, provided Modibus engages industry-standard mitigation in good faith.

4.4 EMERGENCY MAINTENANCE

Emergency maintenance reasonably required to address a security vulnerability, data-integrity issue, or imminent platform stability risk, performed with at least **2 hours' notice** via the Status Page where operationally feasible. Emergency maintenance for routine matters that should have been Planned Maintenance is **not** excluded.

4.5 BETA & PREVIEW FEATURES

Features expressly designated as "Beta", "Preview", or "Early Access" in the MDS Cloud portal or accompanying documentation. Such features are provided as-is and are not subject to the Availability commitment.

★ **Modibus burden of proof:** Where Modibus claims an Excluded Event, Modibus shall provide reasonable evidence of causation in the post-incident report. The Customer may dispute the classification and request escalation under Section 8.4.

SECTION 5

Planned Maintenance Windows

Modibus performs scheduled maintenance on MDS Cloud to deploy updates, security patches, and infrastructure improvements. Maintenance windows are scheduled to minimise disruption and are notified in advance.

5.1 SCHEDULING POLICY

PARAMETER	COMMITMENT
Default window	Sundays, 02:00–04:00 UTC (covers low-traffic periods across Europe / Middle East / Asia)
Maximum frequency	Up to two windows per Service Month , not exceeding 2 hours total per month
Maximum duration per window	2 hours ; if exceeded, the overrun is counted as Downtime
Advance notice (standard)	≥ 7 calendar days via Status Page, e-mail to designated technical contact, and customer-portal banner
Advance notice (security patch)	≥ 48 hours for security patches; ≥ 2 hours for emergency security maintenance (see Section 4.4)
Customer time-zone consideration	Enterprise tenants may request an alternative window aligning with their operational off-peak; Modibus accommodates where commercially feasible

5.2 NOTIFICATION CHANNELS

Planned Maintenance announcements are delivered through **all** of the following channels:

- (a) `status.modibus.com` — the public Status Page;
- (b) Email to the Customer’s designated technical contact(s);
- (c) Banner notification within the MDS Cloud portal upon next login;
- (d) Webhook event `modibus.maintenance.scheduled` (where Customer has webhook integration enabled).

5.3 CUSTOMER MAINTENANCE-WINDOW OVERRIDE (ENTERPRISE)

Enterprise tier customers operating critical 24/7 infrastructure (water, utility, healthcare, public safety) may request inclusion in the **Critical Infrastructure Notification Programme**: extended notice (≥ 14 days), advance impact assessment, and **opt-out from non-security maintenance** in designated calendar windows (e.g., end-of-month financial reporting, peak-demand utility periods). Eligibility is reviewed annually by Modibus.

5.4 POST-MAINTENANCE REPORTING

Within **5 Business Days** of any Planned Maintenance window, Modibus publishes a brief post-maintenance summary on the Status Page: actual start/end time, scope of changes, any service-affecting events, and any follow-up actions. Customers may request the technical change-log under NDA.

★ **Practical note:** The MB-213 device is designed to **retain operational state** through MDS Cloud maintenance windows. Active SCADA telemetry, local logging, and pre-authorized cached sessions continue to function during the window; new remote-engineer connections may be queued and auto-resumed when the platform returns.

SECTION 6

Incident Severity Classification & Response Times

All Incidents reported to or detected by Modibus are classified by severity. Response and update cadence are committed below. Severity classification is initially proposed by the reporter and confirmed by the Modibus on-call engineer at acknowledgement.

6.1 SEVERITY DEFINITIONS & RESPONSE TARGETS

SEVERITY	DEFINITION	INITIAL RESPONSE	UPDATE CADENCE	HOURS COVERAGE
Sev 1 Critical	MDS Cloud platform-wide outage; multiple Customers affected; data-integrity risk; no Customer workaround.	30 minutes	Every 60 minutes until resolution or Sev downgrade	24 / 7 / 365
Sev 2 High	Significant degradation affecting a substantial portion of Service functionality; Customer's production operations materially impacted.	2 hours	Every 4 hours during Business Hours	24 / 7 / 365
Sev 3 Medium	Minor functional issue or degraded non-critical feature; reasonable workaround exists; limited Customer impact.	8 hours	Every 2 Business Days	Business Hours
Sev 4 Low	Cosmetic, documentation, or feature-request item with no operational impact.	1 Business Day	On material progress	Business Hours

6.2 SEVERITY ADJUSTMENT

Severity may be adjusted upward or downward as the Incident progresses, based on confirmed scope of impact. Customer may request a severity upgrade at any time, which Modibus will evaluate in good faith. Disputes regarding severity are escalated per Section 8.4.

6.3 REPORTING CHANNELS

SEVERITY	AVAILABLE CHANNELS
Sev 1 / Sev 2	Phone hotline (24/7 number issued at contract signing) + in-portal urgent ticket + email to support@modibus.com
Sev 3 / Sev 4	In-portal ticket + email to support@modibus.com
Security Incidents	security@modibus.com with PGP-encrypted message; the security team triages independently of severity tier (see Cybersecurity Whitepaper)

6.4 ROOT-CAUSE ANALYSIS

For all Sev 1 and Sev 2 Incidents, Modibus delivers a written **Root-Cause Analysis (RCA)** within **10 Business Days** of resolution. The RCA includes: timeline of events, contributory factors, customer-impact summary, immediate remediation, and long-term preventive actions.

SECTION 7

Status Page, Notifications & Communication

The Status Page at status.modibus.com is the authoritative single source of truth for real-time Service availability, ongoing incidents, scheduled maintenance, and historical uptime data.

7.1 STATUS PAGE CONTENTS

7.1.1 Real-time component status. Per-component health (Portal, API, Relay, Webhooks, SSO) updated continuously from the same monitoring data used to compute Availability.

7.1.2 Incident history. All Sev 1, Sev 2, and customer-impacting Sev 3 Incidents from the last 12 months, with timeline, status updates, and post-mortem links.

7.1.3 Planned maintenance calendar. Forward calendar of all scheduled maintenance windows, with impact scope and duration.

7.1.4 90-day uptime metrics. Rolling 90-day availability percentage for each Affected Service; archived monthly availability for the last 12 months.

7.2 SUBSCRIPTION & DELIVERY CHANNELS

The Customer may subscribe designated personnel to incident notifications via:

CHANNEL	LATENCY	NOTES
Email	< 5 minutes	Per-incident detail; per-component subscriptions; HTML and plain-text formats
Webhook	< 60 seconds	Signed JSON payload; suitable for piping into PagerDuty, Opsgenie, ServiceNow, custom tooling
Atom / RSS feed	Polling-based	Standards-compliant feed at status.modibus.com/feed.atom
SMS (Enterprise)	< 10 minutes	Sev 1 only; up to 3 designated phone numbers; for Enterprise tier
In-portal banner	Real-time	Displayed to all logged-in users of the affected tenant

7.3 DESIGNATED CUSTOMER CONTACTS

The Customer shall provide and keep current the contact details of **at least two** technical contacts (primary and backup) authorised to receive Sev 1 / Sev 2 notifications, request severity adjustments, and submit service-credit claims. Contact updates are made via the customer portal under *Account Settings* → *Notifications*. Modibus is entitled to rely on the contacts on file at the time a notification is issued.

7.4 COMMUNICATION DURING MAJOR INCIDENTS

★ **Sev 1 communication standard:** first acknowledgment posted to Status Page within 30 minutes; minimum hourly updates until resolution; post-incident summary within 24 hours; full Root-Cause Analysis within 10 Business Days. The on-call incident commander is named on every update for escalation transparency.

SECTION 8

Service-Credit Claims & Escalation

Service credits are not applied automatically. To claim a service credit, the Customer must follow the procedure in this Section. Modibus aims to process valid claims promptly and without dispute where the underlying event is established.

8.1 CLAIM SUBMISSION

8.1.1 Submission window. A claim must be submitted in writing within **30 calendar days** of the end of the Service Month in which the alleged shortfall occurred. Claims submitted after this window are forfeited.

8.1.2 Submission channel. Claims are submitted via the customer portal under *Billing* → *SLA Claims*, or by email to sla@modibus.com with the subject line “SLA Claim — [Customer Name] — [Service Month]”.

8.1.3 Required information. A valid claim must include: (a) the affected tenant identifier; (b) the Service Month; (c) the Affected Service; (d) the dates and approximate times of the alleged Downtime; (e) the calculated Availability percentage; (f) any supporting evidence (synthetic monitoring logs, screenshots, internal incident records).

8.2 CLAIM PROCESSING

STAGE	MODIBUS COMMITMENT	NOTES
Claim acknowledgment	5 Business Days	Confirmation of receipt; assignment of claim reference number
Initial determination	15 Business Days	Approval, partial approval (with adjusted credit calculation), or denial with reasoned written response
Credit application	Next billing cycle	Approved credit applied as deduction on the next invoice; reflected on the customer’s account ledger

8.3 CUSTOMER COOPERATION

Where a claim relies on Customer-side evidence (e.g., synthetic monitoring logs from the Customer’s side), the Customer shall provide that evidence in machine-readable form upon Modibus’s reasonable request. Modibus may request reasonable clarification but shall not unreasonably delay determination pending receipt of evidence already provided.

8.4 ESCALATION & DISPUTE RESOLUTION

8.4.1 First-level escalation. If the Customer disputes the initial determination, the matter is escalated to the Modibus Director of Customer Operations, who shall respond within **10 Business Days**.

8.4.2 Second-level escalation. Unresolved disputes are escalated to a joint review by the Customer’s designated executive sponsor and the Modibus VP of Operations within **20 Business Days**.

8.4.3 Final determination. Where dispute resolution under this Section fails, the parties shall proceed in accordance with the dispute-resolution and governing-law provisions of the MSA.

8.5 GOOD-FAITH DEALINGS

Both parties shall act in good faith in the submission and processing of claims. Modibus will not deny a claim on technical grounds where the underlying Service shortfall is established and the Customer has substantially complied with the procedural requirements of this Section.

SECTION 9

Term, Modifications & Acceptance

9.1 TERM

This SLA is effective on the Effective Date stated on the cover page and continues for the duration of the MSA unless earlier terminated. Termination of the MSA terminates this SLA. Service-credit claims accrued prior to termination remain enforceable.

9.2 MODIFICATIONS

9.2.1 Material modifications. Modifications that **materially reduce** Customer rights (lower Availability target, smaller credits, narrower coverage, longer response times) shall not take effect for the Customer until **90 calendar days** after written notice. The Customer may terminate the affected Service for cause during this period if the modification is unacceptable.

9.2.2 Non-material modifications. Modifications that improve Customer rights, clarify ambiguity without changing substance, or address regulatory requirements may be made on **30 calendar days'** written notice and apply prospectively.

9.2.3 Notification. Modifications are notified via email to the Customer's designated commercial contact **and** by banner in the customer portal. The current version of this SLA is published at modibus.com/legal/sla with version history.

9.3 SURVIVAL

Sections 3 (Service Credits, with respect to claims accrued during the Term), 4 (Excluded Events, where relevant to pending claims), and 8 (Service-Credit Claims) shall survive termination of this SLA to the extent necessary to give effect to claims arising during the Term.

9.4 CONTACT & OPERATIONAL OWNER

PURPOSE	CONTACT
SLA-credit claims	sla@modibus.com · in-portal: <i>Billing</i> → <i>SLA Claims</i>
Sev 1 / Sev 2 incident	24/7 hotline (issued at contract signing) · support@modibus.com
General support	support@modibus.com · in-portal ticketing
Security incidents	security@modibus.com · PGP key on website
Legal & contractual	legal@modibus.com
Status page	status.modibus.com

ACKNOWLEDGEMENT & ACCEPTANCE

Acceptance of the MSA constitutes acceptance of this SLA. The signature block below is provided for parties wishing to execute this SLA as a stand-alone document or annex.

FOR MODIBUS

NAME _____

TITLE _____

SIGNATURE & DATE _____

FOR CUSTOMER

NAME _____

TITLE _____

SIGNATURE & DATE _____