

# SERVICE LEVEL AGREEMENT ZENLAYER BARE METAL CLOUD

**Last updated: November 15, 2023**

This “Service Level Agreement – Zenlayer Bare Metal Cloud” (hereinafter “SLA”) is attached to and forms part of all executed Customer SOFs that pertain to this Service. This SLA governs the provisions of Zenlayer Bare Metal Cloud services (“Services”), as defined below. Capitalized terms shall have the meaning defined in the MSA located at <https://www.zenlayer.com/msa/>.

Customer agrees that by either (1) executing a Service Order Form, or (2) clicking a box indicating acceptance the Customer accepts the terms of this SLA. If the individual accepting this SLA is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term “Customer” shall refer to such entity and its affiliates.

Zenlayer reserves the right to update this Agreement at any time, and the latest version posted on Zenlayer’s website shall govern.

## 1. PRODUCT SUMMARY.

Zenlayer Bare Metal Cloud is a high-performance bare metal cloud server that combines the flexibility and elasticity of virtual machines with the high stability and powerful computing performance of physical machines. It seamlessly integrates with all products and can quickly build a high-performance and secure isolated physical server cluster for customers. At the same time, it supports third-party virtualization platforms and achieves hybrid deployment by combining industry-leading IaaS solutions, thereby building advanced and efficient hybrid cloud solutions.

## 2. SERVICE DESCRIPTIONS.

- 2.1. Initial Package. Zenlayer Bare Metal Cloud platform provides Customers the capability to instantaneously lease standardized servers (“Zenlayer Equipment”) with a preset bandwidth and IP Addresses. By default, each order of Zenlayer Bare Metal Cloud will have one (1) IP Address with bandwidth.
- 2.2. Add-On Services. Customer may order Add-On Services with the corresponding Initial Package. Add-On Services includes IP Address and Bandwidth.
- 2.3. All of the Services may be performed by Zenlayer or by a third party authorized by Zenlayer. All orders of Services are subject to Zenlayer’s acceptance.

## 3. ACCEPTANCE PERIOD.

- 3.1. The Acceptance Period is two (2) business days for Bare Metal Cloud services.
- 3.2. Acceptance of Services. Unless otherwise stated in the SOF, the Services shall be accepted or deemed accepted in accordance with the following procedure: (i) upon the Customer’s receipt Zenlayer’s system generated delivery notification for a Service, the Customer will have, as stated in Section 3.1 above, two (2) business days to test the Service and notify Zenlayer in writing of its acceptance or rejection of the Service; (ii) the Customer may reject a Service only on the basis that the agreed technical specifications, as set forth in the SOF, have not been met; and (iii) if the Customer notifies Zenlayer of its rejection during the Acceptance Period, Zenlayer shall remedy the deficiency and a new delivery notification will be delivered to the Customer and the procedures set forth in this Section 3.2 will be repeated. The Customer’s failure to notify Zenlayer of its acceptance or rejection of the Services within the Acceptance Period will be deemed to constitute the Customer’s acceptance of such Services.

#### 4. PRICING METHOD.

##### 4.1. 95/5 Burstable Billing Calculation.

As used in this SLA, usage unit per second (“Megabits per second” or “Mbps”) shall be calculated based on the 95<sup>th</sup> Percentile Bandwidth Utilization” or “burstable billing” formula (commonly referred to as “95/5” or “95<sup>th</sup> Percentile Rule”), and shall be defined as follows:

- (a) Zenlayer’s SNMP (Simple Network Management Protocol) bandwidth monitoring will sample (record a data point reflecting how much bandwidth Customer is utilizing at that instance) both inbound and outbound traffic for each Service connection every five (5) minutes and store those samples for a period of one (1) month.
- (b) At the end of the month, all data samples for inbound and outbound traffic (separately) are collected and sorted from highest to lowest individually. The highest 5% of each of the inbound and outbound data sets are discarded, and the next highest remaining data sample on either the inbound or outbound data set is the “95<sup>th</sup> Percentile” number. For purposes of clarity, it is the larger of the inbound or outbound 95<sup>th</sup> percentile data point that is used as the basis for computation for that month of Service.
- (c) The following is the formula based on a thirty (30) day month for a single Customer ordered Service for each inbound and outbound:
 
$$\left(\frac{1 \text{ Sample}}{5 \text{ Minutes}}\right) \times \left(\frac{60 \text{ Minutes}}{1 \text{ Hour}}\right) \times \left(\frac{24 \text{ Hour}}{1 \text{ Days}}\right) \times \left(\frac{30 \text{ Days}}{1 \text{ Month}}\right) = 8,640 \frac{\text{Maximum Total Sample}}{\text{Month for Each Inbound and Outbound}}$$
- (d) 5% of 8,640 Maximum Samples per Month of each inbound and outbound = 432 Samples per Month discarded for each inbound and outbound. The highest remaining data sample in either the inbound or outbound data set would be the 95<sup>th</sup> Percentile.

- 4.2. Customer Commitment Flexibility. Customer may at any time, after placing an order, give Zenlayer notice of its intention to select a higher minimum commitment level to enable reduced pricing. If Zenlayer receives notice prior to the fifteenth (15<sup>th</sup>) day of the month, the change will occur on the first day of the next billing month. If Zenlayer received notice after the fifteenth (15<sup>th</sup>) day of the month, the change will occur on the first day of the second billing month following the month in which Zenlayer received notice.

#### 5. SERVICE LEVEL GUARANTEE.

Zenlayer shall use commercially reasonable efforts to maintain a monthly availability for Service of 99.9% or greater.

##### 5.1. Service Availability Guarantee and Service Level Credit.

- 5.1.1. Zenlayer fails to meet the service levels outlined above, except for the reasons outlined in Section 5.3. below, Customer shall be entitled to a Service Level Credit as outlined in the Table below:

<u>SERVICE AVAILABILITY % PER CALENDAR MONTH</u>	<u>Unavailability Duration Approximation (for reference only)</u>	<u>Amount of Credit (% of Monthly fee)</u>
≥ 99.9%	Up to 44 minutes	N/A
< 99.9% and ≥ 98.9%	More than 44 minutes and up to 8 hours	10%
< 98.9%	More than 8 hours	20%

- 5.2. To submit a claim for Service Level Credit, the Customer must:

- (a) Notify Zenlayer in writing not more than thirty (30) calendar days from the date of the outage to Customer (if Customer fails to notify Zenlayer within said 30 days, no credit shall be given), and

- (b) Provide Customer's name, Customer's administrative contact, contract number, date of the event giving rise to the Service Level Credit related claim with beginning and end time, origination, and destination route, source, and destination IP Addresses, and a traceroute from the source address (if applicable).
- (c) The formula for Actual Availability shall be as follows:

$$\left(\frac{T - U}{T}\right) \times 100\% = \text{Actual Availability}$$

T = Total Minutes per Month

U = Unavailability Duration (round up to the nearest minutes)

- (d) Customer shall not be entitled to a credit if at the time of submission for credit by Customer (i) the Customer's payment account is past due and/or (ii) the applicable Services have been terminated.
- (e) The amount and ratio of credit shall only apply to the affected service, and the credit shall be calculated upon the total MRC amount, as stated in the applicable SOF, of the affected service.
- (f) The credit shall be calculated by referencing the records held by Zenlayer, which will be the sole conclusive evidence of the service level achieved, absent manifest error.

5.3. Zenlayer shall not be responsible for network outage, service failure, or service unavailability, and these periods shall not be counted towards calculating credits if the failure or unavailability is due to:

- (a) Maintenance that has been scheduled and notified to Customer and does not last for more than 24 hours;
- (b) Force Majeure;
- (c) Actions by Customer or others authorized by Customer to use the Services or Customer-provided equipment, or software or local access facilities ordered directly by Customer;
- (d) Failure of power, facilities, equipment, systems, or connections not provided by Zenlayer or its' affiliates;
- (e) Zenlayer's or its affiliates' inability to access the Customer's premises;
- (f) Suspension or termination of service in accordance with the MSA; or
- (g) Acts or omissions of third parties that are not affiliated with Zenlayer.

5.4. In the event Zenlayer observes Distributed Denial of Service (DDoS) attack on the IP Port subscribed by the Customer and the scale of such attack causes adverse impact to the network resulting in service degradation to other customers on the network, Zenlayer will, at its sole discretion and without prior notice, implement necessary actions to reduce the impact of such DDoS attack. Zenlayer also reserves the right to suspend the Service as required to protect the network as a whole if such service-impacting DDoS attack occurs more than once in a calendar month. Zenlayer shall not be liable to the Customer for any actions taken by Zenlayer to reduce the impact of such DDoS attack.

5.5. Maintenance. Zenlayer may suspend Services during the maintenance or update of its network. In the event of routine, planned maintenance, Zenlayer will provide Customer with reasonable prior notice. For emergency maintenance, Zenlayer will provide as much notice as is practicable under the circumstances. In all cases, Zenlayer will work with Customer to minimize disruptions to the Service. Under no circumstances will any planned interruption or routine maintenance be considered a Service Outage. Such maintenance is not entitled to any credits unless stated otherwise in the SLA.

## 6. RESPONSE AND RESOLUTION TIMES.

Zenlayer live support will be available 24 hours per day, 7 days per week, year-round. Customer may request support by opening a support ticket via Zenlayer's portal/email or in the event of "urgent" priority support requests via portal, email, or phone by calling the Zenlayer support team. Both parties agree to establish a consultation system and enhance daily communication to promptly address any issues that may affect service quality. Zenlayer commits to maintaining the provided service in accordance with relevant regulations and specifications. The Customer is expected to provide necessary assistance and cooperation in order to facilitate the service. An "event" in the table below is a hardware power failure, a network interruption, and/or a Service Outage.

Zenlayer will respond to your support requests within the following time frames:

<i>Priority</i>	<i>Initial Response Time</i>	<i>Resolution Time</i>
<b>Urgent</b> – Progressed 24x7	30 mins	8 hours
<b>High</b> – Progressed 24x7	30 mins	48 hours
<b>Medium</b> –Progressed Monday-Friday business hours	30 mins	5 business days
<b>Low</b> –Progressed Monday-Friday business hours	30 mins	10 business days