

# SERVICE LEVEL AGREEMENT ZENLAYER CLOUD NETWORKING

**Last updated: October 3, 2023**

This “Service Level Agreement – Zenlayer Cloud Networking” (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 Cloud Networking 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 Cloud Networking is a service provided by Zenlayer that connects global public clouds through software-defined networking, with physical resources relying on Zenlayer's global backbone network. Zenlayer Cloud Networking includes a core controller, edge controller, and service switch. This SLA only applies to Zenlayer Cloud Networking and does not include the "last mile" part of accessing user systems or devices. Through the system platform, users can configure and manage their network purchased from Zenlayer and immediately activate Zenlayer Cloud Networking service. At the same time, Zenlayer Cloud Networking has connected multiple access points of public clouds, data centers, and private clouds, and users can immediately connect and access public clouds through Zenlayer Cloud Networking.

## 2. ACCEPTANCE PERIOD.

- 2.1. The Acceptance Period is two (2) business days for Zenlayer Cloud Networking Services.
- 2.2. 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 2.1 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 2.2 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.

## 3. PRICING METHOD.

- 3.1. 95/5 Burstable Billing Calculation. From A-end to Z-end, all traffic shall be sampled in five (5) minute intervals. The usage unit per second (“Megabits per second” or “Mbps”) shall be calculated based on the 95th Percentile Bandwidth Utilization” or “burstable billing” formula (commonly referred to as “95/5” or “95th Percentile Rule”), and shall be defined as follows:

- a) Zenlayer's internal bandwidth flow management will sample (record a data point reflecting how much bandwidth Customer or End User is utilizing at that particular instance) both inbound and outbound traffic for each Service connection every five (5) minutes and store those samples for 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 particular month of Service.
- c) The following is the formula based on a thirty-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.

- 3.2. 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 (15th) day of the month, the change will occur on the first day of the next billing month. If Zenlayer received notice after the fifteenth (15th) 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.

#### 4. SERVICE LEVEL AGREEMENT.

- 4.1. Service Availability Guarantee. This Service Level Agreement ("SLA"), which includes service availability guarantee and compensation, is only applicable to Zenlayer Cloud Networking PoP to PoP service.

- (a) For Private Connect - Single Unprotected Virtual Backbone Circuit, Zenlayer shall maintain a monthly Service availability of 99.50%, which means there should be no more than approximately 219 minutes of downtime in one (1) calendar month.
- (b) For Private Connect - Single Protected Virtual Backbone Circuit and Cloud Router Service, Zenlayer shall maintain a monthly Service availability of 99.90%, which means there should be no more than approximately 44 minutes of downtime in one (1) calendar month.
- (c) For Private Connect - Dual Unprotected Virtual Backbone Circuit, Zenlayer shall maintain a monthly Service availability of 99.90%, which means there should be no more than approximately 44 minutes of downtime in one (1) calendar month.
- (d) For Private Connect - Dual Protected Virtual Backbone Circuit, Zenlayer shall maintain a monthly Service availability of 99.95%, which means there should be no more than approximately 22 minutes of downtime in one (1) calendar month.

Note: Dual Virtual Backbone Circuit shall mean connecting to different virtual circuits via dual Zenlayer device ports.

- 4.2. Measurement of Service Level. Service Level shall be measured by the minute. If the user is unable to establish a connection through the vLL access ports after multiple consecutive tries within any 60-second period, then that minute shall be counted toward downtime.

#### 4.3. Service Level Credits.

The charts below set forth the Service Level Credits. (Actual service availability is stated in the left column, and the corresponding service credit ratio to the Monthly Recurring Charge (“MRC”) of the effected Service will be found on the right column. The credit shall only be calculated upon the MRC of the affected Service.

##### 4.3.1 For Private Connect - Single Unprotected Virtual Backbone Circuit:

<b><u>SERVICE AVAILABILITY % PER CALENDAR MONTH</u></b>	<b>Unavailability Duration Approximation (for reference only)</b>	<b>Amount of Credit (% of MRC)</b>
≥ 99.50%	Up to 3.6 hours	N/A
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours	5%
< 98.90% and ≥ 98.50%	More than 8 hours and up to 11 hours	10%
< 98.50%	More than 11 hours	20%

##### 4.3.2 For Private Connect - Single Protected Virtual Backbone Circuit and Cloud Router Service:

<b><u>SERVICE AVAILABILITY % PER CALENDAR MONTH</u></b>	<b>Unavailability Duration Approximation (for reference only)</b>	<b>Amount of Credit (% of MRC)</b>
≥ 99.90%	Up to 44 minutes	N/A
< 99.90% and ≥ 99.50%	More than 44 minutes and up to 3.6 hours	5%
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours	10%
< 98.90%	More than 8 hours	20%

##### 4.3.3 For Private Connect - Dual Unprotected Virtual Backbone Circuit:

<b><u>SERVICE AVAILABILITY % PER CALENDAR MONTH</u></b>	<b>Unavailability Duration Approximation (for reference only)</b>	<b>Amount of Credit (% of MRC)</b>
≥ 99.90%	Up to 44 minutes	N/A
< 99.90% and ≥ 99.50%	More than 44 minutes and up to 3.6 hours	5%
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours	10%
< 98.90%	More than 8 hours	20%

##### 4.3.4 For Private Connect - Dual Protected Virtual Backbone Circuit:

<b><u>SERVICE AVAILABILITY % PER CALENDAR MONTH</u></b>	<b>Unavailability Duration Approximation (for reference only)</b>	<b>Amount of Credit (% of MRC)</b>
≥ 99.95%	Up to 22 minutes	N/A
< 99.95% and ≥ 99.50%	More than 22 minutes and up to 3.6 hours	5%
< 99.50% and ≥ 98.90%	More than 3.6 hours and up to 8 hours	10%
< 98.90%	More than 8 hours	20%

4.4 Service Credit Application. To apply for a Service Level Credit, the user must submit a service level credit application ("Application") to Zenlayer in writing within thirty (30) days after the affected calendar month. The Application must include the specific date, time, and duration of the Service unavailability. Additionally, the Application should list the user's administrative person, contract number, origination and destination route, source, and destination IP addresses, and a traceroute from the source address if applicable.

4.4.1 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)

4.4.2 The amount and ratio of credit shall only apply to the affected Service, and the credit shall only be calculated upon the MRC amount, as stated in the applicable SOF, of the affected Service.

4.4.3 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.

4.4.4 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.

4.5 Exclusions from Service Level Credit. Zenlayer shall not provide Service Level Credit if the unavailability is due to:

- a) Emergency or scheduled maintenance;
- b) Force Majeure
- c) Action or omission by user, or others authorized by users, directly or indirectly affected the service level;
- d) User initiated system upgrades or user-end application usage or installation;
- e) Suspension or termination of Service in accordance with the Agreement; or
- f) Failure of power, facilities, equipment, systems, or connections not provided by Zenlayer or its affiliates.

4.6 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.

## 5. RESPONSE AND RESOLUTION TIMES.

6. 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