SERVICE LEVEL AGREEMENT
ZENLAYER INTERNET ACCESS SERVICES

Last updated: October 3, 2023

This "Service Level Agreement – Zenlayer Internet Access Services" (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 Internet Access 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.   SERVICE DESCRIPTION.

1.1.   <u>Internet Access Services.</u> Internet Access Services allow delivery of Customer's content through the internet using hardware and other tangible equipment, software, and intangible computer code servers provided by Customer or its end user ("Customer Equipment") or leased from Zenlayer ("Zenlayer Equipment").

1.2.   <u>IP Address</u>. Any IP address(es) allocated to the Customer by Zenlayer shall remain the sole property of Zenlayer. Customer is given a non-exclusive, non-transferable right to use such IP address(s) until termination or suspension of the Service. Zenlayer reserves the right to change an allocated IP address at any time.

1.3.   <u>IP Transit Services.</u> IP transit is a type of internet access service. Zenlayer will transfer customer content to all internet destination addresses.

1.4.   <u>Paid Peer services.</u> Paid Peer Services is a type of internet access service. Zenlayer will transfer customer content to the specific network as indicated in the SOF.

1.5.   <u>Professional Services.</u> Professional Services provided by Zenlayer to Customer may include but are not limited to: (i) providing power on or power off for Zenlayer Equipment or Customer Equipment and (ii) configuring of Zenlayer Equipment or Customer Equipment.

2.   ACCEPTANCE PERIOD AND CRITERIA.

2.1.   The Acceptance Period is (2) business days for Internet Access 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 foregoing time period will be deemed to constitute the Customer's acceptance of such Services.

3. BURST BILLING.

3.1. <u>Burstable billing.</u> Burstable billing is a method of measuring bandwidth based on peak use. It also allows usage to exceed a specified threshold for brief periods of time without the financial penalty of purchasing a higher committed information rate (CIR, or commitment) from an Internet service provider (ISP).

3.2. <u>95th percentile. The</u> 95th percentile is a widely used mathematical calculation to evaluate the regular and sustained use of a network connection. The 95th percentile method more closely reflects the needed capacity of the link in question than tracking by other methods such as mean or maximum rate. The bytes that make up the packets themselves do not actually cost money, but the link and the infrastructure on either end of the link cost money to set up and support. This method of billing is commonly used in peering arrangements between corporate networks, it is not often used by ISPs because Internet service providers need committed information rates (CIRs) for planning purposes.

3.3. <u>Burstable rate calculation.</u> Bandwidth is measured (or sampled) from the switch or router and recorded in a log file. In most cases, this is done every 5 minutes. At the end of the month, the samples are sorted from highest to lowest, and the top 5% (which equals approximately 36 hours of a 30-day billing cycle) of data is thrown away. The next highest measurement becomes the billable use for the entire month.

4. SPECIFIC TERMS FOR INTERNET ACCESS SERVICES.

4.1. <u>Network Attack.</u>

  (a) In the event Zenlayer observes a Distributed Denial of Service (DDoS) attack on the IP Port subscribed by 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 to Customer, 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.

  (b) In the event Customer using Zenlayer Internet Access Service engages in DDOS attacks, Zenlayer shall have the right to suspend the Services immediately. Zenlayer also reserves the right to ask the Customer for compensation for any damages caused by the attack.

4.2. <u>IP Address Announcement.</u> Customer can use BGP protocol to connect to Zenlayer's network and announce IP addresses or request Zenlayer using Zenlayer's ASN announce Customer IP address(es). Customer must provide one of the following documents as a reference for the request:

  (a) Internet Routing Registry ("IRR") Resource Public Key Infrastructure ("RPKI") records showing Customer as the owner of the IP address.
      Or
  (b) Letter of Authorization ("LOA") allowing Zenlayer to announce the IP address sent from IRR record owner's email addresses.

4.3. <u>IP Address Leasing.</u> Customer can lease IP addresses from Zenlayer to use Zenlayer Internet Access Services. However, Customer is prohibited from using Zenlayer IP addresses to engage in illegal and/or criminal activities. Zenlayer reserves the

right to invoice Customer for any damages and/or losses resulting from illegal and/or criminal activities caused by Customer's while using Services procured from Zenlayer.

4.4.   Security. Internet Access Services provided by Zenlayer only offer Customer access to the internet. Zenlayer does not provide network security protection services. Customer should be aware of the risks of cybersecurity, as all the digital assets can be stolen and destroyed through the network. Zenlayer will not be responsible to the Customer for any losses caused by network security issues.

5.   **SERVICE LEVEL GUARANTEE.**

This Service Level Agreement ("SLA") is only applicable for Service(s) provided by Zenlayer, and its affiliated carriers within Zenlayer's service territory. This SLA does not include Service(s) provided over the network of non-affiliated carriers, including the local loop.

5.1.   Internet Access Service Availability Guarantee and Service Level Credit.

5.1.1   Zenlayer shall use commercially reasonable efforts to maintain a monthly availability for Service of 99.95% or greater. The availability metrics will be based on a monthly average of the Service and Customer's production web server (measured directly), computed from data captured across all regions and hits.

5.1.2   Subject to Section 5.2. of this SLA, if Zenlayer fails to meet the service levels outlined in Section 5.1.1. 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:

SERVICE AVAILABILITY % PER CALENDAR MONTH	Unavailability Duration Approximation (for reference only)	Amount of Credit (% of Monthly fee)
$\geqslant$ 99.95%	Up to 22 minutes	N/A
< 99.95% and $\geqslant$ 99.9%	More than 22 minutes and up to 44 minutes	10%
< 99.9% and $\geqslant$ 99%	More than 44 minutes and up to 7 hours and 18 minutes	20%
< 99% and less than 24 hours	More than 7 hours and 18 minutes up to 24 hours	50%
more than 24 hours	More than 24hours	100%

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

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

(b)   Provide Customer's name, Customer's administrative contact, SOF number, date of the event giving rise to the 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)   The 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 Service(s) has been suspended and/or 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 listed in this SLA.

(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 outages, service failures, or service unavailability, and these periods shall not be counted towards calculating credits if the failure or unavailability is due to:

(a) Emergency or scheduled maintenance;

(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 Agreement; or

(g) Acts or omissions of third parties that are not affiliated with Zenlayer.

5.4. <u>Maintenance.</u> 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:

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