

SERVICE LEVEL AGREEMENT ZENLAYER GLOBAL ACCELERATOR

Last updated: November 12, 2024

This “Service Level Agreement – Zenlayer Global Accelerator” (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 Global Accelerator (“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 ZGA is a global network acceleration platform. This service leverages Zenlayer's extensive backbone network, to support nearby network access, global point-to-point, and multipoint interconnections. It provides high-quality network services to global customers offering low latency, jitter mitigation, and packet loss control.

2. DEFINITION.

- 2.1. “**Total Valid Request**” shall mean all requests received by ZGA servers under one Customer account.
- 2.2. “**Failed Request**” shall mean any request that received a 5XX error return code and failed to reach the intended website server due to issues with the ZGA platform.
- 2.3. **Failed Request Rate** (calculated in 5-minute intervals) shall be:

$$\left(\frac{\text{Failed Requests every 5 minutes}}{\text{Total Valid Requests every 5 minutes}} \right) \times 100\% = \text{Failed Request Rate in the five – minutes interval}$$

Total Valid Requests every 5 minutes= Number of Total Valid Requests in the five-minutes interval
Failed Requests every 5 minutes = Number of Failed Request in the five-minutes interval

- 2.4. “**Unavailability**” shall mean the Failed Request Rate that exceeds 0.05% for every 5 minutes within a continuous ten (10) minute period.

3. SERVICE AVAILABILITY

- 3.1 **Service Availability Formula.** Subject to Section 2 of this SLA, and for domains exceeding 1 million monthly requests, ZGA service availability shall be calculated as follows:

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

T = Total Minutes per month

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

- 3.2 **Significant Change in Peak Bandwidth.** Customer must provide a written notice of any planned peak bandwidth change (a “Peak Bandwidth Notice”) to Zenlayer for approval at least three (3) Business Days in advance if the Customer plans to either

(i) increase or decrease the monthly peak bandwidth by thirty percent (30%) or (ii) by more than one hundred (100) Gbps from the prior calendar month. If Customer fails to submit this Peak Bandwidth Notice in advance or does not obtain Zenlayer's approval, Zenlayer shall not be liable for any resulting service availability issues.

- 3.3 **Usage-Based Bandwidth Restriction.** For usage-based billing, the peak bandwidth is capped at 100 Mbps. If the Customer's actual peak bandwidth exceeds 100 Mbps, the Customer must either (A) switch to bandwidth-based billing, or (B) submit a written application for additional bandwidth support (a "Bandwidth Support Application") to Zenlayer for approval at least three (3) Business Days in advance. If the Customer opts for solution (B) but fails to submit this Bandwidth Support Application in advance or does not obtain Zenlayer's approval, Zenlayer shall not be liable for any resulting service availability issues.

4. SERVICE LEVEL GUARANTEE.

- 4.1 Unless otherwise described herein, if Zenlayer fails to meet the 99.9% Service Availability guarantee based on the Service Availability Formula in Section 3, Customer shall be entitled to a Service Level Credit equal to twice the average cost per failure minute of the service. The Service Level Credit is only used to set off the service fee of the next month or for extending the service time. The Service Level Credit can't be exchanged for cash. The Service Level Credit shall not exceed the monthly fee for the occurred month.
- 4.2 To submit a claim for Service Level Credit, Customer must:
- (a) notify Zenlayer in writing within five (5) days of the outage, and
 - (b) provide necessary information, including Customer's name, Customer's administrative contact, contract 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 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.
 - (d) 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.
 - (e) 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.
- 4.3 Zenlayer shall be not responsible for any service failures caused by the following reasons:
- (a) Emergency or scheduled maintenance;
 - (b) Force Majeure;
 - (c) Actions by Customer or others authorized by Customer to use the Services;
 - (d) Customer-provided equipment or software or local access facilities ordered directly by Customer;
 - (e) Failure of power, facilities, equipment, systems or connections not provided by Zenlayer or its' affiliates;
 - (f) Zenlayer's or its affiliates' inability to access the Customer's premises;
 - (g) Customer's failure to submit a Peak Bandwidth Notice or to obtain approval from Zenlayer under this SLA;
 - (h) Customer's failure to submit a Bandwidth Support Application or to obtain approval from Zenlayer under this SLA;
 - (i) Suspension or termination of Service in accordance with the MSA; or
 - (j) Any Service interruption or termination caused by the attack on the Customer
 - (k) Acts or omissions of third parties that are not affiliated with Zenlayer.
- 4.4 In the event that Zenlayer observes that an IP port ordered by Customer is attacked by a DDoS attack, and the scale of the attack adversely affects the network and consequently degrades the services of other customers on the network, Zenlayer has the right, at its sole discretion and without prior notice, to implement necessary measures to reduce the impact to such DDoS attack. Zenlayer reserves the right to suspend service if necessary to protect the entire network. Zenlayer will not be liable to Customer for any actions taken to reduce the impact of such DDoS attacks.
- 4.5 The Service Level Credit shall be calculated by referencing the records held by Zenlayer, which will be the sole conclusive evidence of the service level achieved, unless there is any manifest error.

- 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 this SLA.

5. 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>
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