

Service Level Agreement Content Distribution Network Services

Last updated: October 3, 2023

This “Service Level Agreement – Content Distribution Network 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 service standards of Content Distribution Network Services” (“CDN” or “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.

Content Distribution Network service is a network acceleration platform with extensive coverage. Relying on backbone network resources, it realizes the nearest network access and provides Customers with high quality network services.

2. DEFINITION.

- 2.1. **“Total Valid Request”** means all requests received by CDN servers under Customer account.
- 2.2. **“Failed Request”** means the requests yielded a 5XX return and failed to reach the website server which Customer wants to visit, due to CDN platform issues.
- 2.3. Failed Request Rate in the five-minutes interval 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 Request every 5 minutes= Number of Failed Request in the five-minutes interval
- 2.4. **“Unavailability”** means the Failed Request Rate is larger than 0.05% for every 5 minutes within a continuous ten (10) minutes period.
- 2.5. **“Bandwidth Support Application”** means formal written request submitted to Zenlayer by Customer, per Section 3.3 below. Formal written request may be sent to the Zenlayer Sales Representative/Account Manager signed to the Customer.
- 2.6. **“Peak Bandwidth Usage”** means the amount of Internet access bandwidth used by Customer in excess of Committed Bandwidth each month, if any.
- 2.7. **“Peak Bandwidth Notice”** means formal written request submitted to Zenlayer by Customer, per Section 3.3 below. Formal written request may be sent to the Zenlayer Sales Representative/Account Manager signed to the Customer.

3. SERVICE AVAILABILITY.

- 3.1. Service Availability Formula. Subject to Section 2 of this SLA, with the exception of the domain that has less than 1 million monthly requests, CDN 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 Usage. Subject to Section 3 of this SLA, Customer shall provide a written Peak Bandwidth Notice at least three (3) Business Days in advance to Zenlayer for approval if Customer plans to increase or decrease the monthly peak bandwidth by thirty percent (30%) or by more than one hundred (100) Gbps compared to the last calendar month. If Customer fails to provide the Peak Bandwidth Notice in advance or fails to obtain approval from Zenlayer, Zenlayer shall not be liable for any service availability issues caused herein.
- 3.3. Usage-Based Bandwidth Restriction. For usage-based billing, the peak bandwidth is capped at 100 Mbps. If Customer's actual peak bandwidth is more than 100 Mbps, Customer shall either (A) switch to bandwidth-based billing, or (B) provide a written Bandwidth Support Application at least three (3) Business Days in advance to Zenlayer for approval. If Customer chooses solution B but fails to provide the Bandwidth Support Application in advance or fails to obtain approval from Zenlayer, Zenlayer shall not be liable for any service availability issues caused herein.

4. SERVICE LEVEL GUARANTEE.

- 4.1. Unless otherwise described herein, if Zenlayer fails to meet the Service Availability guarantee of 99.9% which based on the calculation formula of service availability in Section 3, Customer shall be entitled to a Service Level Credit equivalent to twice of average cost per minute of the service failure. The Service Level Credit can only be applied to offsetting the service fee of the following month or for extending the service time. The Service Level Credit cannot be exchanged for cash. Additionally, the Service Level Credit shall not exceed the monthly fee for the month in which the Service failure occurred.
- 4.2. To submit a claim for Service Level Credit, Customer shall
- (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) 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.
- 4.3. Zenlayer shall be not responsible for service failure 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 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) Failed to submit Peak Bandwidth Notice or failed obtain the approval from Zenlayer under this SLA;
 - (g) Failed to submit Bandwidth Support Application or failed to obtain approval from Zenlayer under this SLA;
 - (h) Suspension or termination of service in accordance with the MSA; or

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

- 4.4. In the event that Zenlayer observes a DDoS attack targeting an IP port ordered by the Customer, and if the scale of the attack adversely affects the network and disrupts 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 mitigate the impact of the 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