SERVICE LEVEL AGREEMENT
ZENLAYER BARE METAL CLOUD

Last updated: October 7, 2026

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 provision 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 SLA 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 IP Addresses.

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 Services may be performed by either Zenlayer or by a third party authorized by Zenlayer. All orders for 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 will be accepted or deemed accepted as follows: (i) after Customer receives Zenlayer's delivery notification for a Service (including a Service Activation Notice), Customer will have the Acceptance Period stated above to test the Service and notify Zenlayer in writing of its acceptance or rejection of the Service; (ii) Customer may reject a Service only if it does not meet the technical specifications set out in the SOF, and any rejection notice must describe the non-conformity in reasonable detail; and (iii) if Customer rejects a Service within the Acceptance Period, Zenlayer will remedy the non-conformity and issue a new delivery notification, and this procedure will be repeated. If Customer does not notify Zenlayer of its acceptance or rejection within the Acceptance Period, or uses the Service for production purposes, the Service is deemed accepted. Billing commences on the Service Activation Date in accordance with Sections 2.3 and 5.2 of the MSA.

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 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 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 "95th Percentile" number. For purposes of clarity, it is the larger of the inbound or outbound 95th 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 95th 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 (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. Notwithstanding anything to the contrary contained in this Agreement or this SLA, any downgrade of the Service shall be deemed a termination of the existing Service.

5. SERVICE LEVEL GUARANTEE.

5.1. Service Availability Guarantee and Service Level Credit.

5.1.1. General Service Level Credit. If Zenlayer fails to meet the service levels set out in this SLA, except for the exclusions set out in this SLA, Customer is entitled to a Service Level Credit as set out in the table below:

SERVICE AVAILABILITY % PER CALENDAR MONTH	Unavailability Duration Approximation (for reference only)	Amount of Credit (% of MRC)
⩾ 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%

5.1.2. Special Service Level Credit for Specified Regions. If the Customer uses Zenlayer's services in Egypt, Fujairah, Israel, Kenya, Cambodia, Laos, Myanmar, Qatar, Bangladesh, Pakistan, Customer is entitled to a Service Level Credit as set out in the table below:

SERVICE AVAILABILITY % PER CALENDAR MONTH	Unavailability Duration Approximation (for reference only)	Amount of Credit (% of MRC)
⩾ 99.5%	Up to 3 hours and 36 minutes	N/A
< 99.5% and ⩾ 98.9%	More than 3 hours and 36 minutes and up to 8 hours	10%
< 98.9%	More than 8 hours	20%

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

(a) Notify Zenlayer in writing (by support ticket or by email to Zenlayer's support team) within thirty (30) calendar days after the date of the event giving rise to the claim. If Customer does not notify Zenlayer within this period, Customer waives its right to a Service Level Credit for that event; and

(b) Provide Customer's name and administrative contact, the SOF or contract number, the affected Service, the date and the start and end times of the event, any trouble ticket number(s) opened for the event, and, where applicable, the origination and destination route, the source and destination IP addresses, and a traceroute from the source address.

(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 (rounded up to the nearest whole minute)

(d) Customer is not entitled to a Service Level Credit if, when the claim is submitted or the credit would be applied, (i) any undisputed amount owed by Customer is past due, or (ii) the affected Service has been suspended in accordance with the Agreement or terminated.

(e) Service Level Credits apply only to the affected Service and are calculated as a percentage of the Monthly Recurring Charges ("MRC") for the affected Service stated in the applicable SOF (or, for Services billed on a usage basis, the usage charges invoiced for the affected Service) for the calendar month in which the Unavailability occurred, excluding Non-Recurring Charges and Taxes.

(f) Service Level Credits are calculated using Zenlayer's monitoring records and system logs, which are the sole and conclusive evidence of the service level achieved, absent manifest error.

(g) Service Level Credits will be applied against Customer's next invoice(s) for the affected Service after Zenlayer confirms the claim. Service Level Credits have no cash value and are not refundable or transferable. Customer may not withhold, deduct, or set off any claimed Service Level Credit against amounts owed to Zenlayer. Any Service Level Credit not applied before the affected Service terminates or expires is forfeited.

(h) The total Service Level Credits for a Service in any calendar month, for all events and under all credit tables in this SLA combined, will not exceed the highest credit percentage stated in the credit table applicable to that Service, applied to the MRC for that month.

5.3. Exclusions. Zenlayer is not responsible for, and Service Level Credits do not apply to, any network outage, service failure, or Unavailability caused by any of the following, and those periods are excluded when calculating Service availability:

(a) Scheduled Maintenance of which Customer was notified in advance, provided that a single Scheduled Maintenance window does not exceed twenty-four (24) hours, and Emergency Maintenance (each as described in the Maintenance section below);

(b) Force Majeure events, as described in Section 13.1 of the MSA;

(c) Acts or omissions of Customer, its End Users, or any person authorized by Customer, including Customer's configurations and any equipment, software, or local access facilities provided or 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 Customer's premises or equipment when access is required;

(f) Suspension or termination of the Service in accordance with the Agreement;

(g) DDoS or other network attacks, security incidents, or malicious activity not caused by Zenlayer, and any measures taken by Zenlayer to mitigate them;

(h) Services provided on a trial, proof-of-concept, promotional, or free-of-charge basis, and any period before the Service Activation Date (including the Acceptance Period);

(i) Customer's breach of the Agreement, including the acceptable use requirements in Section 3 of the MSA; or
(j) Acts or omissions of third parties not affiliated with Zenlayer.

5.4. Network Attacks. If Zenlayer detects a distributed denial-of-service (DDoS) or other network attack directed at, or originating from, any IP address, port, or Service used by Customer that, in Zenlayer's reasonable judgment, threatens or degrades Zenlayer's network or the services of other customers, Zenlayer may, at its sole discretion and without prior notice, take any measures it considers necessary to mitigate the attack, including filtering, rate-limiting, or null-routing traffic, or suspending the affected Service in accordance with Section 11.3 of the MSA. Zenlayer will notify Customer of any suspension as soon as practicable. Zenlayer is not liable for any measures taken under this Section, and any resulting Unavailability is excluded from Service Level Credits.

5.5. Maintenance. Zenlayer may interrupt or suspend the Services to maintain, repair, or upgrade its network, systems, or facilities (including cutovers, upgrades, and simulated fault drills). Zenlayer will give Customer reasonable prior notice of planned maintenance ("Scheduled Maintenance"). Where maintenance is required urgently to protect the network, the Services, or other customers ("Emergency Maintenance"), Zenlayer will give as much notice as is practicable in the circumstances. Zenlayer will use commercially reasonable efforts to minimize disruption to the Services. Consistent with Section 10.4 of the MSA, Scheduled Maintenance and Emergency Maintenance are not Service Outages and, subject to the twenty-four (24) hour limit on Scheduled Maintenance windows in the exclusions above, do not count as Unavailability for Service Level Credit purposes.

5.6. Sole Remedy. As provided in Section 10.3 of the MSA, the Service Level Credits set out in this SLA are Customer's sole and exclusive remedy, and Zenlayer's sole and entire liability, for any Unavailability, Service Outage, or other failure to meet the service levels described in this SLA. A Service Outage does not constitute a breach of, or default under, the Agreement. The Parties agree that Service Level Credits are a reasonable adjustment to the price of the affected Service reflecting its reduced value, and not a penalty.

6. RESPONSE AND RESOLUTION TIMES.

Zenlayer technical support is available 24 hours a day, 7 days a week, 365 days a year. Customer may request support by opening a support ticket through Zenlayer's customer portal or by email and, for Urgent priority requests, may also contact the Zenlayer support team by telephone. Zenlayer will assign each request a priority level based on its reasonable assessment of the impact on Customer's use of the Service. Customer will provide the information, access, and cooperation reasonably requested by Zenlayer to diagnose and resolve the request. An "event" in the table below means a hardware or power failure, a network interruption, or a Service Outage.

Zenlayer will use commercially reasonable efforts to respond to and resolve support requests within the following target 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

Response and resolution times are measured from the time a support ticket is opened and are targets only. Resolution may include a temporary workaround that restores the Service. Failure to meet a response or resolution time does not entitle Customer to Service Level Credits or any other remedy.