# SERVICE LEVEL AGREEMENT
# ZENLAYER INTERNET ACCESS SERVICES

## Last updated: October 7, 2026

This "Service Level Agreement – Zenlayer Internet Access" (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 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 SLA at any time, and the latest version posted on Zenlayer's website shall govern.

### 1. SERVICE DESCRIPTION.

1.1. Internet Access Services. 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. IP Address. 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. IP Transit Services. IP transit is a type of internet access service. Zenlayer will transfer customer contents to all the internet destination addresses.

1.4. Paid Peer services. Paid Peer Services is a type of internet access service. Zenlayer will transfer customer contents to the specific network as contract signed.

1.5. Professional Services. Professional Services provided by Zenlayer to Customer may include but are not limited to providing power on or power off for Zenlayer Equipment or Customer Equipment and configuring of Zenlayer Equipment or Customer Equipment.

### 2. ACCEPTANCE PERIOD AND CRITERIA.

2.1. The Acceptance Period is two (2) business days for Internet Access Services.

2.2. 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.

## 3. BURST BILLING.

3.1. Burstable billing. 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. 95th percentile .The 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. Burstable rate calculation . 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. Network Attack.

(a) 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.

(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. IP Address Announcement. 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.

(b) Letter of Authorization ("LOA") allowing Zenlayer to announce the IP address sent from IRR record owner's email addresses.

4.3. IP Address Leasing. Customer can lease IP address 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 provide Customer with access to the internet only. 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 If all outbound packets from the public IPT are dropped by the Zenlayer egress gateway within a certain minute, the public IPT service is deemed unavailable within that minute. The sum of the public IPT unavailable minutes in a service month is the number of unavailable service minutes. 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 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) |
|---|---|---|
| ⩾ 99.95% | Up to 22 minutes | N/A |
| < 99.95% and ⩾ 99.9% | More than 22 minutes and up to 44 minutes | 10% |
| < 99.9% and ⩾ 99% | More than 44 minutes and up to 7 hours and 18 minutes | 20% |
| < 99% | More than 7 hours and 18 minutes | 30% |

5.1.3 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 ⩾ 99% | More than 3 hours and 36 minutes and up to 7 hours and 18 minutes | 10% |
| < 99% and less than 24 hours | More than 7 hours and 18 minutes up to 24 hours | 20% |
| more than 24 hours | More than 24hours | 30% |

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. 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.

5.5. 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.