ZENLAYER ELASTIC COMPUTE

Last updated: July 18, 2025

1.   PRODUCT SUMMARY.

ZEC is an elastic computing product developed based on modern cloud computing architecture. It offers comprehensive elastic scalability in computing, storage, and networking, and is specifically designed to support large-scale distributed computing and complex business scenarios. It is suitable for fields such as high-performance computing, big data, and artificial intelligence.

2.   ACCEPTANCE PERIOD.

2.1.   The Acceptance Period is two (2) business days for ZEC 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, three (3) 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 Acceptance Period will be deemed to constitute the Customer's acceptance of such Services.

3.   FEE CALCULATION.

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:

$$\left(\frac{1\ Sample}{5\ Minutes}\right) \times \left(\frac{60\ Minutes}{1\ Hour}\right) \times \left(\frac{24\ Hour}{1\ Days}\right) \times \left(\frac{30\ Days}{1\ Month}\right) =$$
$$8{,}640\ \frac{Maximum\ Total\ Sample}{Month\ for\ Each\ Inbound\ and\ Outbound}$$

(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. SERVICE AVAILABILITY.

4.1. Service Availability Formula. ZEC 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)

"Unavailability" shall mean a ZEC instance cannot connect to any IP address within one minute under the access permission rule.
"Unavailability duration" shall mean sum of unavailable minutes when a ZEC instance fails to deliver service for five (5) minutes or longer continuously. The unavailable minutes caused by Section 5.3 below shall be excluded.

5. SERVICE LEVEL GUARANTEE.

Zenlayer shall use commercially reasonable efforts to maintain a monthly availability for Service of 99.9% or greater.

5.1. _Service Availability Guarantee and Service Level Credit._

Zenlayer fails to meet the service levels outlined 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)
⩾ 99.975%	Up to 11 minutes	N/A
< 99.975% and ⩾ 99%	More than 11 minutes and up to 8 hours	10%
< 99% and⩾ 95%	More than 8 hours and up to36 hours	20%
< 95%	More than 36 hours	50%

5.2. 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 amount and ratio of credit shall only apply to the affected Service, and the credit shall be calculated upon the MRC amount of the affected Service listed in this SLA.

(d) 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.

(e) 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.

5.3.   Zenlayer shall be not responsible for service failure caused by the following reasons, and the failed time will not be calculated into the Service Level Credit:

(a)   Emergency or scheduled maintenance, including cutover, maintenance, upgrade, and simulated fault drill, etc.;

(b)   Force Majeure;

(c)   Caused by the negligence of Customer or the operation authorized by Customer;

(d)   Failure of power, facilities, equipment, systems, configuration, or connections not provided by Zenlayer or its affiliates;

(e)   The loss or leakage of data, passwords, passwords, etc. caused by improper maintenance or confidentiality of Customer;

(f)   Caused by Customer's failure to follow the product use documents or suggestions of Zenlayer;

(g)   Suspension or termination of service in accordance with the MSA;

(h)   Customer's application is attacked by hackers;

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

5.4.   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 reserves the right, at its sole discretion and without prior notice, to implement necessary measures to mitigate 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.

5.5.   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.

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	10 business days
Low –Progressed Monday-Friday business hours	30 mins	5 business days

7. **UPDATE TO THE SLA.**

Zenlayer reserves the right to update this SLA from time to time. If Zenlayer changes or modifies this SLA ("new SLA"), Zenlayer will provide a minimum of thirty (30) days' notice to Customer. If Customer does not agree with the changes, Customer has the right to terminate the affected Service prior to the effective date of the new SLA. If Customer continues to utilize the affected Service after the effective date of the new SLA, the new SLA shall be deemed accepted, and Customer thus waives the right provided under this Section to terminate the Service.