

# ZENLAYER EDGE DATA CENTER SERVICES

Last Updated: December 3, 2024

## 1. SERVICE DESCRIPTION.

- 1.1. Colocation Service. Customer shall be granted the right to occupy a space within the data center as specified in an accepted SOF (“Colocation Space”), subject to the applicable rates outlined in such SOF. Customer shall be permitted to use the Colocation Space exclusively for placement, installation, and maintenance of communication equipment classified as either Customer Equipment or Zenlayer Equipment, as defined below. Zenlayer will provide Customer with racks, power, secure entry control, an air-conditioned Colocation environment, internet access capability, and certain professional services as mutually agreed upon.
- 1.2. Professional Services. Professional Services may include, but are not limited to, providing power on or power off for Zenlayer Equipment or Customer Equipment and configuring Zenlayer Equipment or Customer Equipment.

## 2. ACCEPTANCE PERIOD AND CRITERIA.

- 2.1. The Acceptance Period is three (3) business days for other EDS 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 under this Section 2.2(ii) 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 foregoing time period will be deemed to constitute the Customer’s acceptance of such Services.

## 3. POWER USAGE.

- 3.1. Power Rates Change. Notwithstanding any provisions in the MSA or other applicable documents, Zenlayer reserves the right to adjust Charges during any Term to account for increased rates for power, utilities, or other similar services or resources provided by third parties that are beyond Zenlayer’s control. Any such increases will be passed through to the Customer without additional markup by Zenlayer.
- 3.2. Power Draw Overage. If applicable, for each Zenlayer Edge Data Center Services ordered, the Zenlayer shall indicate on the SOF the maximum allowable power draw per cabinet (“Power Limit”). Customer shall monitor and prevent the power usage per cabinet from exceeding the Power Limit (“Power Draw Overage”). If the Parties cannot agree on a power monitoring system, the Parties agree that the power monitoring system of the Zenlayer Edge Data Center Services shall prevail. In the event of Power Draw Overage, the Zenlayer reserves the right to charge no more than \$500 for each cabinet per occurrence per day (“Power Overage Fee”). The Power Overage Fee shall be invoiced to the Customer no more than one-hundred-twenty (120) days after the occurrence of the Power Draw Overage. If Zenlayer, at its sole discretion, determined that the Customer is abusing the Power Limit, Zenlayer reserves the right to suspend the affected Service. Notwithstanding any terms to the contrary in the Agreement or this SLA, if a Service is interrupted due to Power Draw Overage, directly or indirectly, Zenlayer shall not be responsible for the Service Level Credit under Section 6. below and Customer will not have the rights to submit Service Level Credit request.
- 3.3. Available Power. All equipment has a power factor, that is, power consumption. The power factor of AC power system is defined as the ratio of the actual power absorbed by the load to the apparent power flowing in the circuit. The selling power uses the apparent power in the mobile circuit and is measured in kVA. If the customer's equipment has no special instructions, 0.8 will be used as the power factor. The following table shows the conversion of kVA to maximum amperage at different voltages.

A+B maximum current	4kVA	5kVA	6kVA	7kVA
208V	16A	20A	24A	28A
220V	15A	19A	22A	26A
230V	14A	18A	21A	25A

#### 4. SPECIFIC TERMS FOR COLOCATION SERVICES.

- 4.1. Customer’s Access to the Colocation Space. Customer shall be granted access to the Colocation Space identified in a fully executed SOF subject to the applicable rates and Service Term outlined in such SOF. Customer shall be permitted to access the Colocation Space only for the purpose of placement and maintenance of Customer Equipment. Customer shall not lease, license, sublicense, sell, or otherwise grant any rights to the Colocation Space without Zenlayer’s prior written consent. Customer shall not permit any third party to install or operate equipment in the Colocation Space without Zenlayer’s prior written consent. If Customer grants any rights in the Colocation Space to any third party without Zenlayer’s written consent, Customer’s action shall be deemed as a breach of the Agreement. Zenlayer, without prejudice to its other rights in law or equity, may terminate the Colocation Services immediately without notice to the Customer. Customer shall be solely liable to the third party for any damages caused by such termination of services. The Colocation Space and Zenlayer Equipment (if leased by Customer) is provided by Zenlayer and accepted by Customer in “as-is” condition.
  
- 4.2. Colocation Area Rules and Procedures. Customer’s use of the Colocation Space shall be subject at all times to the conduct standards and operational procedures for the data center facility (“Facility”) where the Colocation Space is located. These standards and procedures may be amended from time to time by Zenlayer or Facility in their sole discretion. Customer’s failure to comply with these standards and procedures, or failure to cause its employees, agent, contractors, sub-contractors, invitees, or anyone authorized by Customer to enter the Facility to comply with these standards and procedures, shall be a breach of the Agreement. Customer or any third party authorized by Customer to enter the Facility shall not make any alterations to the Colocation Space or the Facility, or make construction changes or material alterations to the interior or exterior portions of the Colocation Space or the Facility, including without limitation the installation of walls, partitions, drop ceilings, lighting, HVAC, plumbing, or any electrical distribution or power supplies. Customer or any third party authorized by Customer to enter the Facility shall not modify, move, replace, or remove, any equipment, fixture, or other property of Zenlayer or any other party in the Facility. Customer shall be solely liable for any non-compliance or damage caused by Customer, or any third parties authorized by Customer to enter the Facility.
  - 4.2.1. Zenlayer may conduct inspections of any Customer Equipment, and the Colocation Space as Zenlayer deems necessary or appropriate. Zenlayer also reserves the right to relocate Customer Equipment, and Zenlayer shall coordinate such relocation with Customer. The new Colocation Space shall be subject to all terms of this SLA.
  - 4.2.2. Except as otherwise stated, Customer shall maintain the Colocation Space in orderly and safe condition and shall return the Colocation Space to Zenlayer at the conclusion of the Service Term in the same condition as when such Colocation Space was delivered to Customer (reasonable wear and tear excepted).
  - 4.2.3. Security. Customer, Customer’s employees, agents, or any third party authorized by Customer shall request a ticket from Zenlayer each time to gain access into the Colocation Space or Facility unless Customer has been granted a permanent badge from Zenlayer. Customer, Customer’s employees, agents, or any third party authorized by Customer who seeks to enter the Colocation Space or Facility is subject to Company’s review and approval. Access to the Facility and the Colocation Space is restricted to Zenlayer or Customer’s employees and agents. Under no circumstances shall any individual under eighteen (18) years of age be permitted access to the Facility and the Colocation Space. Customer assumes all responsibility for all acts and omissions of any person who is authorized by Customer to enter the Facility and/or the Colocation Space. Zenlayer reserves the right to revoke the entry privileges of any person at any time and for any reason. Customer shall comply with all security regulations and procedures of the Facility where the Colocation Space is located. If unauthorized parties gain access to the Facility through access cards, keys

or other access devices provided to Customer, Customer shall be responsible for any liability and damage caused by such parties. Customer shall be responsible for the cost of replacing any security devices lost or stolen after delivery thereof to Customer.

- 4.2.4. Visitor Access. Access to the Facility or Colocation Space by visitors requires prior authorization from Zenlayer. Customers must provide at least two (2) business days' advance notice for visitor access requests. All visitors must be escorted at all times by Zenlayer personnel or an individual authorized by Zenlayer and must complete a Visitor Access Waiver Form prior to entry.
- 4.3. Installation of Equipment. Zenlayer shall install, or Zenlayer may request a third party to install Zenlayer Equipment or Customer Equipment in the Colocation Space at an installation cost as specified in the SOF. Customer may provide reasonable installation instructions to Zenlayer. With Zenlayer's permission, Customer may install Customer Equipment or Zenlayer Equipment, and Customer shall follow the rules and procedures applicable in the Colocation Space, the Facility, the instructions furnished by Zenlayer, and use industry standards in performing the installation. If Customer uses any third party to perform installation, such third party is subject to Zenlayer's review and approval. If Customer elects to have Zenlayer provide remote hands services, Customer acknowledges and agrees that such services may be performed by a third party and not by Zenlayer employees, and that in such cases Zenlayer's role is limited to facilitating such services. Customer is also solely responsible for any liability or damages caused by Customer, Customer's agents, contractors, subcontractors, or any third party authorized by Customer to perform the installation. Any delivery, installation, replacement, or removal work concerning Customer Equipment or Zenlayer Equipment shall be subject to review and approval by Zenlayer.
- 4.4. Removal of Equipment. Upon the expiration or termination of the SOF Service Term for any Colocation Space, all Customer Equipment or Zenlayer Equipment shall be removed from the Colocation Space immediately. After the expiration or termination of the Service Term for any Colocation Space, Zenlayer may disconnect, format, remove and dispose of the removed Customer Equipment or Zenlayer Equipment without prior notice. Customer shall be responsible for any costs and expenses incurred by Zenlayer, or its agent, representative, contractor, or any authorized third party resulting from disconnection, removal, disposal, or storage of Customer's Equipment. With Zenlayer's permission, Customer may set a date that is mutually agreeable to the Parties when Customer may enter the Colocation Space and remove all Customer Equipment using industry standard. Customer may request Zenlayer to disconnect Customer Equipment and ship (shipping fee prepaid by Customer) equipment back to Customer subject to a removal fee specified in an executed SOF. Zenlayer shall not be obligated to release Customer Equipment to Customer or its end user unless Customer has paid all costs and expenses and all other charges due and owed by Customer to Zenlayer under the MSA or any SOF. If Customer fails to pay Zenlayer any such fees owed to Zenlayer after fifteen (15) days of notice of default of payment, Zenlayer may take title to the applicable Customer Equipment. Zenlayer may auction off or sell any Customer Equipment and use the proceeds thereof to offset owed fees. Zenlayer shall not be liable for any losses or damages incurred by Customer arising out of Zenlayer's disconnection, removal, format, storage, or disposal of Customer Equipment. Customer shall indemnify Zenlayer for all losses and liabilities incurred by a third party due to the disposal of Customer Equipment.
- 4.5. Insurance. Prior to occupancy by Customer of any Colocation Space and during the Service Term, Customer agrees to maintain appropriate insurance, at its own expense, for each Facility that Customer Equipment is located during the entire term of the applicable SOF(s) that consists of (i) Commercial General Liability insurance in an amount not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage; (ii) Workers' Compensation insurance in an amount not less than that required by applicable law; (iii) all risk property insurance in an amount not less than the replacement cost of Customer property. Customer shall furnish Zenlayer with certificates that list Zenlayer as an additional insured. Customer shall notify Zenlayer in writing of any non-renewal, cancellation, reduction in policy limits, or any other material changes in Customer's coverage at least forty-five (45) days before the change. If Customer fails to comply with the insurance required under this Section 4.5, Customer shall be solely liable for any liabilities that would have been covered under the required insurance.

## 5. EQUIPMENT.

- 5.1. Managed Hosting Server. Customer may request that Zenlayer provide Zenlayer Equipment for Customer leasing subject to the rates specified in the SOF. Customer shall have the right to use Zenlayer Equipment for the SOF Service Term. Customer or any third party shall not remove, relocate, or alter in any manner any Zenlayer Equipment without the prior written consent of Zenlayer. Customer shall allow reasonable access to Zenlayer Equipment for Zenlayer employees and/or designated authorized

subcontractors to carry out emergency or scheduled maintenance, repair or upgrading of the Zenlayer Equipment. Customer shall not give access to Zenlayer Equipment to any third party (excluding Zenlayer subcontractors) without Zenlayer's prior written consent. Any Zenlayer Equipment in the care and custody of Customer shall be returned to Zenlayer at the time this Agreement or the applicable SOF is terminated, in the same condition, with the exception of ordinary wear and tear excepted, that the Zenlayer Equipment was delivered to Customer. Zenlayer Equipment includes, but is not limited to, servers, switches, routers, modules, and other networking related equipment.

- 5.2. Title. The title to Zenlayer Equipment or other equipment belonging to Zenlayer's subcontractors or affiliates used in connection with providing the Services shall always remain the sole property of Zenlayer or its subcontractors or affiliates, as appropriate. Customer or any other third party shall have no right or interest in or to the Zenlayer Equipment or other equipment belonging to Zenlayer's subcontractors or affiliates except as expressly provided in this SLA and/or the applicable SOF. Customer shall, at its own expense, keep Zenlayer Equipment and the equipment belonging to Zenlayer's subcontractors or affiliates free and clear from any liens or encumbrances of any kind and will indemnify and hold Zenlayer harmless from and against any loss or expense caused by the Customer's failure to do so. Customer shall give Zenlayer immediate written notice of any judicial process affecting Zenlayer Equipment or Zenlayer's ownership of that equipment. The Customer shall take all reasonable precautions to protect Zenlayer Equipment and equipment belonging to Zenlayer's subcontractors or affiliates against loss, damage, or theft while such equipment is in Customer's possession.
- 5.3. Use, Maintenance, and Repair. Customer shall keep Zenlayer Equipment in good repair, appearance, and condition, except for normal use or fair wear and tear. Customer shall use the Zenlayer Equipment in a commercially reasonable manner. Any repairs to Zenlayer Equipment necessitated by normal use or fair wear and tear, and not caused by Customer's negligence, shall be the sole responsibility of the Zenlayer. Except where resulting from the negligence or willful misconduct of Zenlayer, Customer shall be liable for any damage to Zenlayer Equipment installed in the Colocation Space, including, without limitation, losses due to vandalism or theft.
- 5.4. Customer's Equipment.
- 5.4.1. General. At any time during the term of the Agreement, Customer shall ensure that all Customer Equipment is safe and fit for its purpose and that it will not cause any damage to any property, equipment, facility, or software belonging to or used by Zenlayer or any other customer or third parties, and that it will not hinder or impede the provision of services to any of the Zenlayer's customers. Customer shall further ensure the Customer Equipment is compatible, complete in parts, and arrives on time for the Services. If the provisioning of the Services is delayed, put off, or otherwise canceled due to incompatible, delayed shipment, or incompleteness of Customer Equipment, Customer shall be invoiced and pay from the previously agreed estimated Services delivery date and any additional costs incurred by the Zenlayer, including, but not limited to, labor-related costs, i.e., daily rate, transportation, lodging, and per diem. For avoidance of doubt, any SOF cancellation due to Customer Equipment being incompatible or incomplete will be subjected to the Termination Payment as defined under terms of this Agreement.
- 5.4.2. Shipping & Receiving Customer's Equipment. Customer shall abide by the terms below:
- (i) Subject to registration upon entry, Customer may bring small "hand carry" equipment and memory storage device, i.e. laptop, hard drive, and USB drives, through the lobby, large equipment/shipments must enter the data center through cargo bay.
  - (ii) Customer should open tickets and give a minimum of two (2) business day notice for any shipment and receiving items indicating the delivery date, equipment descriptions, courier name (shipping company), package tracking number, point of contact; and delivery must be made during normal working hours of the receiving data center.
  - (iii) Approval of shipping & receiving equipment will be given during normal working hours for local data center.
  - (iv) All packages shipped to the data center must include the Customer's name, contact details and site information on the shipping label, and include a shipment packing list.
  - (v) Customer is responsible for unpacking, uncrating, and moving the heavy equipment to the data center floor.
  - (vi) Customer must ensure that delivered equipment is installed on the same date. Storage or staging rooms are not available.
  - (vii) A log is maintained by Zenlayer that identifies and verifies all equipment that is brought into or removed from the data center.

5.4.3. Any impact, delay, or outages caused, directly or indirectly, by Customer’s violation of Section 5.4.2. shall be Customer’s sole responsibility.

**6. SERVICE LEVEL GUARANTEE.**

This Service Level Agreement (“SLA”) applies exclusively to Service(s) provided by Zenlayer, and its affiliated carriers within Zenlayer’s service territory. This SLA does not apply to Service(s) delivered over the network of non-affiliated carriers, including the local loop.

**6.1. Power Availability Guarantee and Service Level Credit.**

6.1.1. Redundant Power outage: Refers to the interruption of two circuits at the same time. A single power supply interruption is not considered a power outage. When purchasing services with redundant power, customers should ensure that all their power supplies are properly connected to the corresponding equipment.

6.1.2. Services without redundant power sources may experience interruptions.

6.1.3. Subject to Section 6 of this SLA, for Customer’s Services with redundant power, Zenlayer guarantees power availability 99.99% or less than 4.4 minutes of continuous interruption per calendar month. For Customer’s Services without redundant power, Zenlayer guarantees power availability 99.9% or less than 44 minutes of continuous interruption per calendar month. Power is only deemed unavailable if the interruption persists for 4.4 minutes continuously in a calendar month.

6.1.4. Subject to Section 6.2. of this SLA , if Zenlayer fails to meet the Power Availability Guarantee stated in Section 6.1.3., except for the reasons stated under Section 6.3. below, Customer shall be entitled to Service Level Credit detailed in the Table below:

Table 6.1.2. (a) – Service with Redundant Power

<b><u>POWER AVAILABILITY % PER CALENDAR MONTH</u></b>	<b><u>Unavailability Duration (for reference only)</u></b>	<b><u>Amount of Credit (% of Monthly fee)</u></b>
≥ 99.99%	Up to 4.4 minutes	N/A
< 99.99%	More than 4.4 minutes	25%

Table 6.1.2. (b) – Service without Redundant Power

<b><u>POWER AVAILABILITY % PER CALENDAR MONTH</u></b>	<b><u>Unavailability Duration (for reference only)</u></b>	<b><u>Amount of Credit (% of Monthly fee)</u></b>
≥ 99.9%	Up to 44 minutes	N/A
< 99.9%	More than 44 minutes	20%

6.2. To submit a claim for Service Level Credits, the Customer must:

- (a) Notify Zenlayer in writing not more than thirty (30) calendar days from the date of the outage to Customer (if Customer fails to notify Zenlayer within said 30 days, no credit shall be given), and
- (b) Provide 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 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 (round up to the nearest minutes)

- (d) 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.
- (e) 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.
- (f) 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.

6.3. Zenlayer shall not be responsible for network outage, service failure, or service unavailability, and these periods shall not be counted towards calculating credits if the failure or unavailability is due to:

- (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) Suspension or termination of service in accordance with the MSA; or
- (g) Acts or omissions of third parties that are not affiliated with Zenlayer.

6.4. 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 the SLA.