

## NAVER Cloud Platform—CLOVA NSML Service Level Agreement

This CLOVA NSML Service Level Agreement (this “SLA”) applies separately to each account using the CLOVA NSML service (the “Service”). This SLA is a part of the Service Terms and Conditions, and any matters not set forth in this SLA shall be subject to the Service Terms and Conditions; in case of a conflict between the two, the terms and conditions of this SLA apply.

This SLA may be amended according to the procedure set forth in the Service Terms and Conditions, and the version of the SLA that is current at the time of the failure shall apply.

This SLA was originally written in Korean, and if there is a discrepancy between the Korean text and a translated version (including disputes arising from the delay in translation), the Korean text shall govern. SLAs written in languages other than Korean are provided solely for the convenience of our customers.

### Service Commitment

The Company guarantees that the Service will be available at least 99.95% during any given monthly period, and if the Monthly Uptime Percentage is not met, the Company shall issue a Service Credit to the Customer in accordance with this SLA. However, this SLA shall not apply during any free period of the Service.

### Definitions

- Failure means that the Project, Study, Run, and Node services are unavailable to the Customer using the Service due to causes attributed to the Company: all external connection requests continuously fail for 5 minutes or longer during the Project service, all external connection requests continuously fail for 5 minutes or longer during the Study service, all external connection requests continuously fail for 5 minutes or longer during the Run service, all external connection requests continuously fail for 5 minutes or longer during the Node service, and in each of these instances where requests fail for over 5 minutes. However, exceptions include any failure resulting from circumstances attributed to the Customer, such as the Customer’s usage pattern, incorrect operation, and illegal requests that are outside the scope of the menu or guide provided by the Service.
- Failure Period means the total amount of time in which failures occurred during a given monthly period. However, failures that are not subject to this SLA are not counted towards the period.
- Monthly Uptime Percentage is calculated as follows:  $100 \times \{1 - (\text{the total number of minutes during which failures occurred}) / (\text{the total number of minutes in a given monthly period})\}$
- Monthly Fee means the total fee actually paid by the Customer to the Company for the Service in a given monthly period that the Failure occurred. If, however, fees are charged separately for each Project, Study, Run, and Node, the Monthly Fee is the amount the Customer actually pays for the Project, Study, Run, or Node in which the failure occurred.

### Service Credits

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95%	25%
Less than 95.0%	100%

1. Unless otherwise set forth in a separate agreement between the Company and the Customer, the sole and exclusive remedy of the Customer for any performance or availability issues with the Service due to causes attributed to the Company is the receipt of a Service Credit in accordance with the terms of this SLA.
2. Service Credits are calculated and issued as set forth above (note that the credit amount is rounded down to the nearest hundred KRW). Once issued, Service Credits can be applied to all services used with the Customer’s account, but they may not be transferred or applied to any other account, unless under special circumstances.

### **Credit Request and Payment Procedures**

1. To receive a Service Credit, the Customer must submit a claim via Customer Support Center by the last day of the following month in which the failure occurred (for example, a claim must be submitted by March 31 to report a failure that occurred on February 15), specifying the name of the product, instance ID, volume ID, task NRN, date and time of failure, and log data.
2. If the Company confirms that the Monthly Uptime Percentage did not meet the threshold, the Company will issue a Service Credit by the last day of the following month in which the claim was filed.

### **CLOVA NSML SLA Exclusions**

This SLA shall not apply to any failures:

1. caused by circumstances beyond the Company's reasonable control (natural disasters, war, terrorism, riots, national emergency, nationwide network failure, or any other force majeure events);
2. that result from failure of equipment, software, applications, or operating systems provided by the Customer or a third party that the Customer uses for the Service;
3. that result from the Customer's unauthorized actions or negligence (e.g., not installing or deleting critical configurations or essential programs) or from the Customer's employees, agents, contractors, vendors, and anyone accessing the Company's network using the Customer's account or equipment;
4. that result from the Customer's noncompliance with the Company's policies and recommendations or from the Customer's negligence in managing system security;
5. that result from the Customer's faulty input (e.g., requests to access files that do not exist) or from the Customer violating the precautions or exceeding the usage limit or capacity specified by the Company in the Service Terms and Conditions or other guidelines;
6. caused by any scheduled maintenance;
7. caused deliberately by the Company to prevent the impact of an incident that occurred in the system of the Customer using the Service;
8. caused by illegal infiltration despite the fact that the Company took necessary protective measures in accordance with the relevant laws;
9. that result from suspension or termination of the Customer's right to use in accordance with the Service Terms and Conditions or other agreements;
10. during any period when the Monthly Fee is overdue or the Service is provided as beta or trial;
11. that are not caused by any actions (or inactions) by the Company that correspond to the above factors.

Effective Date: February 17, 2022