

NAVER CLOUD PLATFORM Cloud DB for MongoDB Service Level Agreement

This Cloud DB for MongoDB Service Level Agreement (this “SLA”) applies separately to each account using the Cloud DB for MongoDB Service (the “Service”). This SLA forms a part of the Service Terms and Conditions and the matters not stipulated herein shall be subject to the Service Terms and conditions, and in the event of a conflict between the terms of this SLA and the terms of the Service Terms and Conditions, the terms and conditions of this SLA shall take precedence.

This SLA may be amended in accordance with the procedures set forth in the Service Terms and Conditions, and the then-current SLA at the time of the failure shall apply.

The original text of this SLA is written in Korean and if there is any discrepancy between the translation in other languages and the original Korean text (including due to the delay in translation), the original Korean text shall always take precedence, and the SLA translated in other languages are provided for the convenience of customers only.

Service Commitment

The Company guarantees the Monthly Availability Rate of at least 99.95% for the Service during a given month in the case of setting “Stand-alone”, “Replica Set” or “Sharded Cluster” and if the Monthly Availability Rate is not met, the Company shall issue a Service Credit to the Customer in accordance with this SLA.

Products and Services Included in the Service

- Cloud DB for MySQL
- Cloud DB for MSSQL

Definitions

- Failure : If all the running instances or tasks of the Customer using the Service by setting “Stand-alone”, “Replica Set” or “Sharded Cluster” do not have external connections. Time which is not used for “Stand-alone”, “Replica Set” or “Sharded Cluster” during the month is not included in the failure time.
- Failure Time : The total duration of Failure occurring during a given month in the state of “Stand-alone”, “Replica Set” or “Sharded Cluster”. However, in the case where application of this SLA is excluded, the time for such excluded failure shall not be included in the Failure Time.
- Monthly Availability Rate(%) = $100 \times [1 - \{\text{the sum of Failure Time (in minutes)} / \text{total time of the month (in minutes)}\}]$
- Monthly Fee : The actual amount paid by the Customer to the Company for the Service in a given month in which the Failure occurred. However, in the event that the fee is calculated separately for each instance or task, it means the actual amount paid by the Customer for the instance or task.

Service Credit

Monthly Availability Rate	Service Credit
Less than 99.95% but greater than or equal to 99.0%	10% of the Monthly Fee
Less than 99.0% but greater than or equal to 95.0%	25% of the Monthly Fee
Less than 95.0%	100% of the Monthly Fee

1. Unless otherwise specified 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 resulting from the faults attributable to the Company is the Service Credit received in accordance with the terms of this SLA.
2. Service Credits are calculated and issued as set forth above (please note that the credit amount is rounded down to the nearest ten Korean Won). The issued Service Credits will be applicable to all the services that the Customer use in the relevant account, and may not be transferred or applied to any other account unless otherwise specified in the agreement.
3. In the cases of failure owing to factors other than what is included in the Monthly Availability Rate, the Company may issue Service Credit for such factors, whenever doing so is considered necessary by the Company.

Credit Request and Payment Procedures

1. To receive a Service Credit, the Customer must submit a claim by opening a case in the NAVER CLOUD PLATFORM Customer Support Center by the end of the following month in which the failure occurred (for example, by March 31st if the failure occurred on February 15th), and must submit the claim documents specifying the name of the Product, instance ID, volume ID, task NRN, the time of failure and log data.
2. In the event that the Company confirms that the Monthly Availability Rate of the Service did not meet the threshold, the Company will issue a Service Credit by the end of the month following the month in which the relevant claim was filed.

Cloud DB for MySQL SLA Exclusions

This SLA shall not apply to the following cases:

1. In case of failure caused by factors outside of the Company's reasonable control (such as service interruption due to natural disasters, wars, terrorist acts, disturbances, national emergencies, nationwide network disruptions, or other corresponding force majeure events).
2. If a failure occurs in the Customer's and/or a third party's equipment, software, applications or operating systems installed and used by the Customer on the Company service.
3. If a failure occurs due to the Customer's unauthorized actions or failure to take necessary actions (non-installation or arbitrary removal of required configuration or essential programs, etc.) or is caused by any of the Customer's personnel, such as employees, agents, contractors or suppliers of the Customer who access the company network by using the Customer's account or equipment.
4. In case of failure caused by the Customer's failure to follow the Company's recommendation or usage policy, or infringement or failure due to the Customer's negligent security management of the system.
5. In case of failure caused by the Customer's wrong input (request for access to a file that does not exist, etc.), or by the use of the Service in violation of the precautions or in excess of the usage limit specified by the Company in the Service Terms and Conditions or User Guide (including but not limited to overloading the database to the point where instance becomes inoperable or creating excessive number of tables that significantly increase time for recovery).
6. In cases which database collision or inoperable database instances occur due to external database engine software that composes this service.
7. If the Company suspends the Service to carry out the inspection as notified in advance.
8. If the Service is interrupted to prevent the spread of accidents which occurred in the system of the Customer using the Service.
9. If a failure occurs due to illegal infringement from an external source even though the Company took protective measures in accordance with the relevant laws.
10. If the Company suspends or terminates the Customer's rights to use the Service in accordance with the Service Terms and Conditions or other separate agreements.
11. If a failure occurs during the period of using the Service in which the Monthly Fee is overdue by the Customer, or using beta test, trial run or trial version.
12. Any failure corresponding to the above that is not based on any actions (or omissions) of the Company.

Effective Date: November 23, 2023