

NAVER Cloud Platform—Cloud DB for MySQL Service Level Agreement

This Cloud DB for MySQL Service Level Agreement (this “SLA”) applies separately to each account using the Cloud DB for MySQL 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 shall prevail.

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 if and only if the Customer has chosen single server or high availability support option while using the Service; and in case the Monthly Uptime Percentage is not met, the Company shall issue a Service Credit to the Customer in accordance with the terms of this SLA.

Definitions

- “Failure” means that the instance or task of the Customer, who has chosen single server or high availability support option, fails to ensure external connections. However, the time in which the Customer has decided not to use single server or high availability support option during a given monthly period is not counted as a failure.
- “Failure Period” means the total amount of time in which failures occurred during a given monthly period while the Customer is using single server or high availability support option. 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 instance or task, the “Monthly Fee” is the amount the Customer actually pays for that instance or task.

Service Credits

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%	25% of the Monthly Fee
Less than 95.0%	100% of the Monthly Fee

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 Service Credit received 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 ten Korean Won). 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.
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 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.

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