

NAVER CLOUD PLATFORM HEaaN Homomorphic Analytics Service Level Agreement

This HEaaN Homomorphic Analytics Service Level Agreement (this “SLA”) applies separately to each account using the HEaaN Homomorphic Analytics 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 apply, but only to the extent of such conflict.

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 99.9% for the Service during a given month, and if the Monthly Availability Rate is not met, the Company shall issue a Service Credit to the Customer in accordance with this SLA.

Definitions

- Error : Returning a 500 or 503 error code for a request.
- Error Rate : The percentage of requests that resulted in an Error out of the total requests made by the Service during every 5 minutes. If the total request for 5 minutes is zero, the Error Rate is 0%.
- Average Error Rate : Average of Error Rate for a given month
- Monthly Availability Rate(%) = 100% - Average Error Rate
- Monthly Fee : The actual amount paid by the Customer to the Company for the Service in a given month in which the Error occurred. However, in the event that the fee is calculated separately for each bucket or volume, it means the actual amount paid by the Customer for the bucket or volume.

Service Credit

Monthly Availability Rate	Service Credit
Less than 99.9% 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 receipt of a Service Credit 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 hundred 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.

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.

HEaaN Homomorphic Analytics 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 other guidelines.
6. If the Company suspends the Service to carry out the inspection as notified in advance.
7. If the Service is interrupted to prevent the spread of accidents which occurred in the system of the Customer using the Service.
8. 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.
9. 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.
10. 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.
11. Any failure corresponding to the above that is not based on any actions (or omissions) of the Company.

Effective Date: September 16, 2021