

Service Level Agreement

1. Conditions

1-1 Purpose

The purpose of this Service Level Agreement for the service (“SLA”) is to specify the obligation of Lambda256 Co., Ltd. (“the Company”) to make commercially reasonable efforts (“Service Responsibility”) to provide the service (“the Service”) with at least 99.9% monthly uptime percentage (as defined below) in each monthly billing cycle and to set out the compensation to be provided to the Customer in the event of the Company’s failure to fulfill the “Service Responsibility.”

1-2 Definitions of Terms

- ① Monthly uptime percentage (%) = $100 \times [1 - \{\text{the number of minutes of downtime that occurs due to reasons attributable to the Company in the month of the service/the total number of minutes of the service usage in the month}\}]$
- ② Downtime: The downtime is calculated with respect to the time the customer notifies the Company that the service is unavailable. If the Company identifies the downtime before the Customer notifies the Company that a service failure has occurred, the downtime is calculated with respect to the moment the Company becomes aware of the occurrence. However, any downtime that occurs as a direct or indirect result of the SLA exclusions prescribed in Article 3(SLA) will be excluded.
- ③ Monthly fee: Refers to the monthly fee for each service that is subject to the calculation of monthly uptime percentage due to the occurrence of service failure and is actually paid by the customer with the discount rate applied.

2. Remediation

- ① If a customer is provided with a “monthly uptime percentage” that is less than 99.9% due to reasons attributable to the Company and has suffered damage related to the use of service, the Company shall calculate and provide compensation for the damages using credits in accordance with the following criteria:

Monthly uptime percentage per service	Credits to be provided
99.0% – 99.9%	10% of the monthly fee
Less than 99.0%	30% of the monthly fee

- ② A customer may apply credits to future payments for the service in accordance with the Terms and Conditions for Credits. Credits can be issued and applied only when the monthly fee for the month exceeds US \$ 1.
- ③ A customer may request and receive credits through Contact Us in the Lambda256 website or by sending an e-mail to support@lambda256.io using the steps below:

Ⓐ Include “Request for SLA Credits” in the title

- ⓐ The ID of the organization/the name of the chain affected
 - ⓒ Date and time of each service failure
 - ⓓ X-Lunvs-Trace-Id that is returned as a response header when the API is called
 - ⓔ The customer's request log, which records errors and proves that the customer has made a claim about a service failure (any confidential or sensitive information contained in the log must be deleted or replaced with an asterisk)
- ③ A request for credits must be received by the Company by the end date of the second billing cycle after the occurrence of the incident. The Company shall issue credits within one billing cycle from the month that it acknowledges the customer's request for credits when it is confirmed that the request is valid, and the Company has failed to fulfill its Service Responsibility.
- ④ If a customer chooses not to make a request for credits or provide the information required above, the customer will not be able to receive any credits for such incident.

3. SLA

Exclusions Notwithstanding any other provision, the Company will not be liable for a failure to fulfill its Service Responsibility in the following cases:

- ① If the failure falls under the provisions in Limitations of Legal Liability of the Lambda256 Terms of Service
- ② If the failure is caused by factors beyond the reasonable control of the Company (including force majeure and Internet access problems or Internet-related issues beyond the demarcation point of the included product)
- ③ If the failure results from the act or omission of the customer or a third party, such as a failure to recognize the recovery volume
- ④ If the failure is caused by the equipment, software or other technology of the customer or a third party
- ⑤ If the failure is caused by the customer's intention (including willful misconduct), omission or negligence
- ⑥ If the service is used by the customer for free, including a case where the payment is made with credits. The Company can issue "credits" for its Customer, which can be used in the Service. The details of the "Credits," including the terms of use of "Credits" and other conditions of use for the "Credits," are as follows:
 - Ⓐ Only a customer who has received the credits can use the credits. Credits can only be used for the products provided directly by Lambda 256 Co., Ltd. in the Service (www.lambda256.io), and they cannot be used for products offered by a third party solely or jointly with Lambda 256 Co., Ltd through the Service. If a customer uses a

product that cannot be purchased using credits or spends more than the credits received, the exceeding amount will be charged to the customer.

ⓑ Credits can only be used within the expiration period and cannot be carried forward or refunded after the expiration date.

ⓒ When a customer has a large number of credits, the credits with the earliest expiration date will be applied first.

ⓓ For customers who receive discounts on promotions, additional discounts shall be applied after the credits are applied first.

ⓔ The Service reserves the right to cancel credits at any time, and any expired or canceled credits will not be refunded.

ⓕ In case a customer breaches the terms of service of the Service, the credits given may be withdrawn by the Service.

ⓖ Customers are not allowed to sell their credits in cash or for a payment. In case of a violation, issued credits will be withdrawn, and the customer may be held legally liable for resulting damage.