

Terms and Policies

Legal

Product Documentation



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Service Statement

This document is intended to provide users with general information about Tencent Cloud's products and services only and does not form part of Tencent Cloud's terms and conditions. Tencent Cloud's products or services are subject to change. Specific products and services and the standards applicable to them are exclusively provided for in Tencent Cloud's applicable terms and conditions.

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Legal

Terms of Service

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TENCENT CLOUD TERMS OF SERVICE

Welcome, and thank you for your interest in the online services collectively known as Tencent Cloud, along with any related websites, networks, applications, software and other services and related documentation provided by Tencent (collectively, the “**Services**”). These Terms of Service are a legally binding contract between you and Tencent regarding your use of the Services. For the purposes of these Terms of Service, “**Tencent**,” “**we**,” “**our**,” and “**us**” refer to the applicable Tencent contracting entity set forth in Section 3. “**Affiliate**” or “**Affiliates**” means any entity that directly or indirectly Controls, is Controlled by, or is directly or indirectly under common Control with a party, where “**Control**” means control of greater than fifty percent of the voting rights or equity interests of a party or by way of contract, management agreement, voting trust, or otherwise.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING the then-current additional terms applicable to the Services posted online [here](#), which includes the Data Processing and Security Agreement, Acceptable Use Policy, Copyright Policy, the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, the Germany Terms, the South Korea Terms, any Service-specific terms, the Service Level Agreement, and any other region-specific terms (collectively, “**Additional Terms**,” and together with these Terms of Service, the “**Terms**”). The Additional Terms do not include the Privacy Policy or the Cookies Policy (both of which are also available at [here](#)). Please see our Privacy Policy, Cookies Policy and Data Processing and Security Agreement for further information regarding our use of your Personal Data (as defined in the Data Processing and Security Agreement) submitted to or via the Services. If you are not eligible, or do not agree to the Terms, then you do not have Tencent’s permission to use the Services. YOUR USE OF THE SERVICES, AND TENCENT’S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY TENCENT AND BY YOU TO BE BOUND BY THESE TERMS.

1.THE SERVICES AND APPLICATIONS.

The Services are further described [here](#) and include: (a) the documentation for the Services (as may be updated from time to time) in the form generally made available by Tencent to its customers for use with the Services; (b) the APIs, mobile applications, and Software provided by Tencent in connection with the Services; and (c) any additional services purchased by you. The Services may allow you to create applications using the Services or run applications

on the Services, including any source code written by or on behalf of you to be used with the Services or otherwise hosted on Tencent Cloud (“**Applications**”).

2.ELIGIBILITY

You must be at least 14 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 14 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3.CONTRACTING ENTITY; GOVERNING LAW

(a) The country specified in your registration information determines: (i) the Tencent entity with which you are contracting under these Terms; and (ii) the governing law that applies to these Terms and your use of the Services, as set forth in the table below. Notwithstanding anything to the contrary under these Terms, you acknowledge and agree that Services may be provided by one of our Affiliates to the extent deemed appropriate by us, for example, where required to comply with applicable laws and regulations or in accordance with Tencent's internal structuring of its operations in the applicable region. In particular, when the Services are provided in the PRC region, you acknowledge and agree that, in compliance with applicable PRC laws and regulations, the Services will be provided by Tencent Cloud Computing (Beijing) Co., Ltd.. “**PRC**” means the People's Republic of China, and for the purpose of these Terms only, does not include the Hong Kong Special Administrative Region, Macau Special Administrative Region, and Taiwan.

Your Location	Tencent Contracting Entity	Governing Law
European Economic Area, United Kingdom, and Switzerland	Tencent Cloud Europe B.V., a Dutch registered company located at Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands	England and Wales
North America	Tencent Cloud LLC, a Delaware registered company located at Claremont 2747 Park Blvd, Palo Alto, CA 94306.	California, USA
South Korea	Tencent Korea Yuhan Hoesa, a Korean registered company located at 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea	South Korea
Rest of the world	Aceville Pte Ltd, a Singapore registered company located at 30 Raffles Place, #12-01, Oxley @ Raffles, Singapore 048622.	Singapore

(b) The country specified in your registration information may cause additional or different terms to apply, as follows. For example, if your use of the Services is subject to consumer protection regulations as determined under applicable laws, additional terms apply, as set forth in the EEA Consumer Terms, Germany Terms, South Korea Terms and other

region specific terms. If the country specified in your registration information is in North America, you shall be subject to the North America Terms below. If you wish to use the Services in the PRC region, you shall be subject to the terms of the PRC Service Region Terms. In addition to the above, additional or different terms may apply to your use based on applicable local laws.

4. USE OF SERVICES

(a) Accounts and Registration. When you register for a Tencent Cloud account authorized to access the Services ("**Account**"), you may be required to provide us with some information, such as your name, postal address, email address, and/or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. Where the option is available, you may also register for an Account through a third party platform account. You agree that you shall additionally comply with any applicable terms and conditions of that third party platform. You are responsible for safeguarding any and all Account details and access credentials, and you shall be responsible for any use of the Account or Services and all activities that occur under your Account, regardless of whether the activities are authorized or undertaken by you, your employees or a third party (including your contractors, agents and/or End Users), and including in circumstances due to your failure to properly safeguard such Account details and access credentials. Except to the extent caused by our breach of these Terms, Tencent and its Affiliates are not responsible for any unauthorized access to your account. Any breach of these Terms or any use of your Account by anyone will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to us. We may deny you the right to create an account.

(b) License. Any entities or individuals that access the Services under your Account or an Application are referred to in these Terms as "**End Users**". You shall and shall ensure that your authorized End Users access and use the Services in accordance with these Terms during the Term (defined below in Section 9). Such Services shall be provided during the Term. You and your authorized End Users shall only access the Services via your Account and the use of any Services shall be subject to these Terms. If you become aware of any unauthorized use of your Account or the password for your Account, you will notify Tencent immediately. If you are an entity, organization, or company, you will ensure your employees and contractors access the Services through your Account. Tencent may provide downloadable tools, software development kits, sample code, APIs, or other computer software including those provided in connection with the Services or with the use of your Account (and any periodic updates thereto from time to time) ("**Software**"). You acknowledge that Tencent or its licensors own all rights, titles and interest in and to the Services and the Software. Subject to your and your authorized End Users' compliance with these Terms, Tencent grants, or shall procure the grant, to you and your authorized End Users a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Software in a manner not exceeding any applicable usage limitation or term, and within the designated territory for use or receipt of Services, and only in connection with the Services. To the extent that any Software comes with an end user license agreement, terms of service or other similar agreement governing the use of such Software, you agree that you will, and ensure your End Users, strictly comply with such agreement. Other than as specified in the foregoing, no other rights are granted to you under these Terms to use the Services (including any Software offered in connection therewith).

(c) Service Regions. Certain Services allow you to select a geographically defined service region in which User Data (as defined below) is stored in order to provide the Services (a "**Service Region**"). Where a Service Region applies,

Tencent will, upon your request, store User Data in the Service Region you select when User Data is being used for the provision of those Services.

(d) Suspension of Services. If you become aware or reasonably suspect that any Application (including an End User's use of an Application) or User Data violates these Terms, you will immediately suspend the Application, remove the User Data, and suspend access by End Users. If you fail to take such action, Tencent may suspend or disable the Application and your Account until that violation is remediated to Tencent's satisfaction. In the event that Tencent determines at its sole discretion that your or your End User's use of the Services could: (i) disrupt the Services; (ii) disrupt use of the Services by a third party; (iii) disrupt the Tencent network or servers used to provide the Services; (iv) allow unauthorized third party access to the Services; or (v) otherwise pose a security risk or threat or result in any legal or regulatory liability to Tencent, then Tencent or its Affiliates may immediately and without prior notice to you, restrict or suspend your Account or the offending Application or End User account, to the extent required to address such concern. You agree that you are responsible for all Fees incurred or payable during such period of restricted or suspended use.

(e) Service Modification or Discontinuation. Tencent may discontinue or make any changes to the Services (or any portion thereof) at any time without incurring liability to you. Tencent may choose to, without limitation, discontinue, limit, restrict, change or remove the Services, any Service component, or availability of the Services (or any portion or component thereof) in any specific Service Region, territory or industry sector or field of business. If Tencent discontinues or makes any changes to the Services that would materially decrease the functionality of those Services, Tencent will use commercially reasonable efforts to inform you of the change with reasonable advance notice before it goes into effect, provided that you have subscribed to be informed about those changes. Tencent may make the change, and will not be obligated to provide notice, if the discontinuation or change is necessary to address an emergency or threat to the security or integrity of the Services or Tencent, comply with or respond to litigation, address Intellectual Property Rights concerns, or comply with the law or government requests. Tencent may provide periodic updates to the Software or Services from time to time ("**Updates**"). Tencent may also make new features or functionality available from time to time through the Services and add new services to the Services from time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon your agreement to additional requirements.

(f) Security and Privacy. Tencent's security and privacy practices are available in the Additional Terms, the Privacy Policy and the Cookies Policy. You shall configure and use the Services in a way that meets your security requirements.

(g) Third Party Applications. You are solely responsible for any software, tools or applications used by you in connection with your use of the Services ("**Third Party Software**"), including third party software made available or offered in connection with the Services. Tencent is not responsible for and is not liable for any damages or losses arising from the use of the Third Party Software, and Tencent does not endorse, support or guarantee the quality, reliability, or suitability of any Third Party Software. You agree that the use and making available of any Third Party Software is at your own risk. You shall comply with and ensure that your End Users comply with any terms and conditions applicable to Third Party Software. Tencent does not provide any technical support for any Third Party Software.

(h) Access to Your Device. In order for Tencent to provide the Services, Tencent may require access to and use of a device you own or control. For example, Tencent may need access to a device's processor and storage to complete a Software installation. Tencent may provide further information regarding how Tencent Cloud accesses the relevant device within Tencent Cloud. You agree to facilitate and/or give Tencent access to the device for these purposes, and you acknowledge that if you do not provide access, Tencent may not be able to provide you with the Services (or certain features within the Services). You acknowledge that Tencent may use or access Personal Data within the device in the course of providing Tencent Cloud, as set out further in the Privacy Policy. To the extent the Data Processing and Security Agreement applies to the use or access of that Personal Data, you agree that Tencent may use or access that Personal Data in accordance with the Data Processing and Security Agreement.

5. FEES AND PAYMENTS

(a) You may, from time to time, be required to make payments to us as part of your use of the Services ("**Fees**"). Except as otherwise set forth in any region-specific or Service specific terms, all Fees are non-refundable and exclusive of any Taxes. You agree that you are solely responsible for payment of all Fees and Taxes associated with any such payments. All payments made by you shall be made free and clear of and without deduction for any tax, set-off, withholding or counterclaim. To the extent that you are required by applicable law to make such a deduction or withholding of tax, you shall provide us with an official tax receipt or other appropriate supporting documentation within 30 days after payment of the deduction or withholding tax and increase the amount paid to us to the extent necessary to ensure that we receive a sum equal to the amount we would have received had no such deduction or withholding been made. "**Taxes**" means any duties, customs fees, or taxes (other than Tencent's income tax) associated with the purchase of the Services, including any related penalties, interest or other additions thereto.

(b) At the time you create an Account or otherwise sign up for the Services, you may be asked to provide a credit card, and thereafter may be able to link alternative means of payment to your Account (each a "**Payment Method**"). You agree that (subject to applicable laws and regulations): (i) you authorize us to: (1) save your chosen Payment Method's information (e.g., credit card information) on our systems or that of our payment processor; and (2) periodically bill your chosen Payment Method for Services consumed during the prior month or pursuant to an alternative payment structure we agree to; and (ii) if any payment made via your chosen Payment Method is rejected, denied, not received by us or returned unpaid for any reason: (1) we may restrict, suspend or terminate your or your End User's access to the Services (in each case in whole or in part) until your payment is properly processed; (2) charges will continue to be incurred and you are liable to us for any Fees, costs, expenses or other amounts we incur arising from such rejection, denial or return (and we may charge you for such amounts); and (3) we may charge late fees up to the maximum amount permissible under law. We will present you with an invoice on or about the second day of a given month for Services consumed during the prior month and will charge your Payment Method at the time we issue your invoice.

(c) Your card issuer may charge you an online handling fee or processing fee in connection with your payment of Fees. We are not responsible for this fee.

(d) To the extent permitted under applicable laws, Tencent may increase or introduce new Fees and charges for any existing Services at any time after prior notice. Any new or changed charges will apply to the Services as of the date specified in the relevant notice, or if no such date is specified then with immediate effect.

(e) If you and Tencent agree to other payment terms or Payment Methods in writing (including email), then those alternative provisions shall apply in the event of a conflict with this Section.

(f) You shall provide such assistance, including any information, as is required by Tencent in order to determine and validate the extent to which Tencent is legally obliged to collect Taxes from you.

6. TECHNICAL SUPPORT AND SERVICE LEVELS

(a) SLAs. Tencent will use commercially reasonable efforts to provide any related Services in accordance with the relevant and then-current service level agreement(s) (“**SLA**”), if any, set forth in the Additional Terms. The parties acknowledge and agree that, regardless of anything to the contrary in these Terms, your sole and exclusive remedy for a breach of an SLA is the receipt of any applicable service credits as set forth and pursuant to the applicable SLA.

(b) Support for Services. Except to the extent required by applicable laws with respect to consumers, Tencent is under no obligation to provide technical support or other services unless you have purchased support services. You acknowledge and agree that technical support or other services may require you to pay additional costs and other Fees.

(c) Support for Applications. You are responsible for the operation, integration and technical support of your Applications.

7. YOUR OBLIGATIONS

(a) Compliance. You are solely responsible for your Applications and User Data and for making sure your Applications and User Data comply with these Terms (including the Additional Terms) and that use of the same in connection with the Services complies with applicable laws. Tencent reserves the right to review all Applications to ensure your compliance with these Terms. You acknowledge and agree that you are responsible for all use of the Services by End Users, End Users’ access to Applications and User Data, activities under Accounts, and for otherwise ensuring that each End User complies with these Terms.

(b) Privacy. You acknowledge and agree that you are solely responsible for the processing of any Personal Data in respect of End Users and any persons whose Personal Data is contained in the User Data, and shall protect the privacy of the End Users and such persons, and shall comply with all applicable laws and regulations in respect of the same (including by making such disclosures, and obtaining such consents, as are necessary to ensure the Personal Data of End Users or any persons whose Personal Data is contained in User Data may be processed by the Services). You shall be solely responsible for any access, monitoring, use, or disclosure of Personal Data submitted by End Users through the Services. To the extent any Personal Data is contained in any User Data and we process such User Data as a Processor (as defined in the Data Processing and Security Agreement) on your behalf, the parties agree that the processing of such Personal Data shall be undertaken in accordance with the Data Processing and Security Agreement. You agree that you shall not make available any User Data for processing in the Services unless lawfully permitted to do so.

(c) Restrictions. You will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such a restriction is expressly prohibited by applicable law, and where you are permitted by law to so reverse engineer, you will contact Tencent to obtain the desired information prior to such reverse engineering); (ii) use

the Services for the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage; (iii) use the Services as benchmarking or in any manner that is competitive with the Services; (iv) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; or (v) access the Services in a manner intended to avoid incurring Fees or otherwise avoiding usage limitations. To the extent you choose a Service Region that includes the United States, you will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (i) process or store any User Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State; and/or (ii) process or store any User Data that is subject to the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, or any regulations issued under it.

(d) Your Disclosures to End Users. You represent and warrant that you require End Users to acknowledge a privacy notice before End Users can access our features and functionalities or User Data is otherwise processed by the Services, and such privacy notice: (i) is prominently displayed and easily accessible to End Users at all times; (ii) notifies users that you use the Services; (iii) clearly and comprehensively explains to End Users what User Data we process and how we process the same (if and to the extent the specific Service(s) you are using involves the processing of User Data by us as envisaged in our Privacy Policy (as updated from time to time) and/or relevant Modules under the Privacy Policy (as updated from time to time)); (iv) clearly and comprehensively explains to End Users what User Data you access, collect, store and otherwise use, including User Data as disclosed in the Data Processing and Security Agreement (as updated from time to time) and/or the relevant Modules under the Data Processing and Security Agreement (as updated from time to time) for the specific Service(s) you are using; (v) clearly and comprehensively explains how you share User Data to us, to enable us to provide the Services and process such data in accordance with the Terms, Privacy Policy and Data Processing and Security Agreement (as updated from time to time); and (vii) otherwise complies with any requirements prescribed by Data Protection Laws.

(e) Consent from End Users. You represent and warrant that you have obtained any necessary consents from End Users in accordance with, and such consents are obtained in the manner, if any, prescribed by, applicable laws (including Data Protection Laws) to enable your, our, our Affiliates' and our Sub-Processors' processing of User Data in accordance with applicable laws (including Data Protection Laws), including but not limited to: (i) freely given, specific, informed, explicit, and unambiguous consents from End Users to the extent you integrate our Services or we otherwise store, access or collect information directly or indirectly on or from End User's devices; and (ii) freely given, specific, informed, explicit, and unambiguous consents from End Users to the extent our Privacy Policy (as updated from time to time) and/or relevant Module under the Privacy Policy (as updated from time to time) stipulates that the legal basis of processing any End User's Personal Data is consent.

8. INTELLECTUAL PROPERTY RIGHTS AND USER DATA

(a) Tencent Cloud Intellectual Property Rights. You agree that all Intellectual Property Rights in and to the Services, as between you and Tencent, will be owned by Tencent, or Tencent's licensors, as the case may be. Except as expressly set forth in these Terms and to the extent permissible under applicable law, Tencent does not grant to you any licenses or other rights, implied or otherwise, in or to Tencent's Intellectual Property Rights. **"Intellectual Property**

Rights” means all current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws, and other similar rights.

(b) Tencent Confidential Information. “**Tencent Confidential Information**” means information that Tencent (or an Affiliate) discloses to you under these Terms, and that is marked as confidential or should reasonably be considered confidential based on the nature of the information and the circumstances of its disclosure. You will not disclose Tencent Confidential Information except to those of your Affiliates, employees, and contractors who need to know the Tencent Confidential Information for the purposes of exercising your rights and performing your obligations under these Terms, and who have agreed in writing to confidentiality obligations that are at least as protective as these Terms. You will, and will take appropriate measures to, ensure that your Affiliates, employees, and contractors: (i) take at least reasonable care to protect the confidentiality of the Tencent Confidential Information; and (ii) do not use the Tencent Confidential Information for any purpose other than to exercise your rights and perform your obligations under these Terms. However, you may also disclose Tencent Confidential Information to the extent required by applicable laws, regulations, or government orders, provided that you use commercially reasonable efforts, if legally permitted, to: (i) promptly notify Tencent of those disclosure requirements before disclosing the Tencent Confidential Information; and (ii) provide to Tencent any information reasonably requested to assist Tencent in seeking a protective order or other confidential treatment for that Tencent Confidential Information.

(c) Feedback. If you provide Tencent or its Affiliates with any suggestions, ideas, comments, or other feedback about the Services (“**Feedback**”), Tencent and its Affiliates may use and otherwise exploit that Feedback without restriction and without obligation to you.

(d) User Data.

(i) “**User Data**” means any data, information, media or other content submitted by or on behalf of you or your End Users to the Services, including but not limited to any Personal Data, but excluding any data provided to Tencent or its Affiliates as part of your general Account.

(ii) You hereby grant to Tencent a non-exclusive, sublicensable license to access, copy, and use User Data to provide the Services, and/or otherwise use such User Data in accordance with these Terms.

(iii) You acknowledge and agree that Tencent may disclose User Data to third parties with or without notice to you: (1) to comply with applicable laws or protect Tencent’s rights; or (2) to comply with court orders, a lawful government or law enforcement request, or other legal processes. Tencent may also block or remove User Data as required by applicable laws, in which case Tencent will make reasonable commercial efforts to promptly notify you if legally permissible.

(iv) You are solely responsible for maintaining and backing up User Data. You represent and warrant that: (1) you have all rights required to provide User Data to Tencent, for Tencent to use the User Data as provided for in these Terms, and for you to use in connection with your use of the Services; and (2) User Data, and your use of User Data through the Services does not violate any laws or rights of any person. You retain any Intellectual Property Rights you may have in User Data.

9. TERM AND TERMINATION; SUSPENSION

(a) Term. These Terms will commence when you accept these Terms or first download, install, access, or use the Services and continue until terminated as set forth below (“**Term**”).

(b) Termination, Suspension and/or Modification by Tencent. To the extent permitted under applicable laws, Tencent may, at its sole discretion, terminate these Terms, or suspend, modify, restrict or terminate your access to or use of the Services or any aspect of the Services, in whole or in part, or with respect to a Service Region or territory immediately upon written notice to you if:

- (i) you violate any provisions of these Terms;
- (ii) you have not paid any Fees or other amounts owed by you to Tencent within 30 days after the applicable due date;
- (iii) Tencent reasonably believes that you or an End User have violated any applicable laws, or engaged in any fraudulent or deceptive activity, in connection with the use of the Services;
- (iv) you enter into liquidation, administrative receivership, bankruptcy or make any voluntary agreement with your creditors or are unable to pay your debts as they fall due;
- (v) Tencent is required to by applicable laws, court orders or requirements imposed by government bodies, or if Tencent otherwise determines that it is reasonable to do so in order to ensure that Tencent does not violate or risk violation of the same; or
- (vi) any current or future regulatory or other requirement (1) subjects Tencent to an obligation not generally applicable to businesses operating in a Service Region; (2) would result in difficulty for Tencent to continue offering the affected Service(s); or (3) Tencent reasonably believes may conflict with these Terms or the Services.

(c) Termination by you. You may terminate your Account and these Terms at any time by following the instructions provided within the Services. Except as set forth in any region-specific terms or Service-specific terms, if you terminate your Account and these Terms, you are not entitled to a refund of any Fees paid to Tencent.

(d) No Liability for Termination. Except as expressly required by law, if either party terminates these Terms in accordance with the foregoing, neither party will be liable to the other because of the termination, for expenditures or commitments made in connection with these Terms or damages caused by the loss of prospective profits or anticipated sales. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.

(e) Effects of Suspension. If Tencent restricts or suspends your access to any or all of the Services, or otherwise modifies the Services under these Terms: (i) where Services are suspended, you remain responsible for all Fees accrued through the date of suspension (including where the charges were incurred before suspension date but performance of the relevant obligations were after the suspension date); (ii) you remain responsible for any applicable charges for any part of the Services (including any modified portions thereto) to which you have access; and (iii) you will not be entitled to any service credits under any applicable SLA for any period of suspension, modification or restriction.

(f) Effects of Termination.

(i) Upon termination or expiration of these Terms: (1) you will pay Tencent any Fees or other amounts owed under these Terms within 30 days of termination or expiration; (2) you will delete the Software and remove from the Services any Application and User Data; (3) your rights under these Terms shall immediately cease; and (4) upon Tencent's request, you will use commercially reasonable efforts to return or destroy all Tencent Confidential Information. Tencent has no obligation to make accessible to you any User Data after the termination of these Terms.

(ii) In addition, the following provisions will survive any termination of these Terms: Sections 1, 3, 5, 7, 8, 9(d), (e), (f), 10, 11, 12 and 13.

10. DISCLAIMER

Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER TENCENT NOR ANY OF ITS LICENSORS OR AFFILIATES, PROVIDERS OR DISTRIBUTORS, MAKE, AND TENCENT HEREBY DISCLAIMS ON BEHALF OF ITSELF AND SUCH PERSONS, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING TENCENT CLOUD, ANY OTHER SOFTWARE OR SERVICES, OR ANY MEDIA OR OTHER CONTENT SUBMITTED, UPLOADED, STORED, TRANSMITTED OR DISPLAYED BY OR THROUGH THE SERVICES, INCLUDING ANY REPRESENTATION, WARRANTY OR UNDERTAKING:

- (a) THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS;
- (b) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE;
- (c) THAT USER DATA WILL NOT BE SUBJECT TO LOSS OR DAMAGE;
- (d) OF NON-INFRINGEMENT;
- (e) THAT THE SERVICES OR SOFTWARE WILL BE SECURE OR COMPATIBLE WITH YOUR OR YOUR END USERS' NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE, OR DEVICES; OR
- (f) THAT THE SERVICES WILL BE OF MERCHANTABLE OR SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, THE SERVICES ARE NOT DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES.

11. LIMITATION OF LIABILITY; INDEMNIFICATION

(a) Cap on Liability. SUBJECT TO SECTION 11(C) BELOW, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL AGGREGATE LIABILITY OF TENCENT AND ITS AFFILIATES, ON THE ONE HAND, AND YOU ON THE OTHER, FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS, THE SERVICES, AND THE SOFTWARE, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WILL BE LIMITED TO THE TOTAL FEES THAT YOU HAVE PAID TO TENCENT UNDER THESE TERMS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THAT EVENT GIVING RISE TO THE LIABILITY FIRST OCCURRED. HOWEVER, NOTHING LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR ANY MATTERS FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAWS.

(b) Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, NEITHER TENCENT, NOR ITS AFFILIATES OR THEIR LICENSORS WILL BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, FOR: (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (ii) UNAVAILABILITY OF THE SERVICES (EXCEPT AS PROVIDED UNDER SECTION 6(a)); (iii) YOUR APPLICATIONS OR INTELLECTUAL PROPERTY RIGHTS; OR (iv) LOSS OF DATA, LOST PROFIT, GOODWILL, REVENUE, CUSTOMERS OR OPPORTUNITIES; IN EACH CASE, RELATING TO THE SERVICES AND THESE TERMS.

(c) Unlimited Liabilities. NOTHING IN THESE TERMS EXCLUDES OR LIMITS YOUR LIABILITY FOR:

(i) YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS;

(ii) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11(F);

(iii) YOUR INFRINGEMENT OF OUR, OUR AFFILIATE'S OR LICENSOR'S INTELLECTUAL PROPERTY RIGHTS;
OR

(iv) ANY FRAUDULENT ACTIVITIES OR FRAUDULENT MISREPRESENTATION.

(d) Disclaimer of Certain Liabilities. Without limiting Section 11(a) or 11(b), if the Services are interrupted for any of the reasons set forth below, Tencent disclaims liability for any loss or damage to the extent caused by the following:

(i) causes attributable to infrastructure operators, including but not limited to technical adjustments made by telecommunications operators, damage to telecommunications/power lines, installation, modification or maintenance of telecommunications networks/power resources by telecommunications/power operators;

(ii) your use of the Services in a manner not authorized by Tencent;

(iii) improper operation by you or failures in your computer software, systems, hardware, or telecommunications lines;
or

(iv) any other circumstances not attributable to the fault of, outside the control of, or not reasonably foreseeable by, Tencent.

(e) Tencent Indemnification.

(i) Tencent will defend or, at its option, settle any third party claim, allegation, suit or proceeding ("**Claim**") brought against you alleging that the use of the Services by you in accordance with these Terms infringes a third party patent or copyright. Tencent will have sole control of the defense or settlement negotiations, and Tencent agrees to pay, subject to the limitations set forth in these Terms, any final judgment entered against you and any amounts agreed to in settlement by Tencent as a result of such infringement in any Claim defended by Tencent; provided that you provide Tencent with: (1) prompt written notice of the Claim; (2) sole control over the defense and settlement of the Claim; and (3) all reasonably requested information and assistance, to settle or defend the Claim.

(ii) In the event that any Claim is brought or, in Tencent's opinion, likely to be brought, Tencent may, at its sole option and expense: (1) procure for you the right to continue to use the applicable Services; (2) modify the Services, or replace the Services with non-infringing software or services that do not materially impair the functionality of the Services; or (3) if neither of the foregoing is feasible on commercially reasonable terms, terminate these Terms and notify you to discontinue to use the applicable Services.

(iii) Tencent will have no obligation to you under this Section 11(e) to the extent a Claim arises from: (1) your breach of these Terms; (2) User Data; (3) use of the Software or Services in combination with any products, services, data, software, hardware or business processes not provided by Tencent, if the alleged infringement is based on that combination; (4) use of non-current or unsupported versions of the Services or Software; (5) modifications to the Software or Services by anyone other than Tencent or its Affiliates; (6) any necessary implementation of an industry standard or protocol or compliance with any applicable laws and regulations; or (7) liability arising from your or any End User's use of the Services after Tencent has notified you to discontinue such use.

(iv) THIS SECTION 11 STATES THE ENTIRE LIABILITY OF TENCENT, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL

PROPERTY RIGHTS WITH RESPECT TO THE SERVICES.

(f) Your Indemnification.

(i) You will defend, indemnify and hold harmless Tencent, its Affiliates, and each of their respective agents, licensors, employees, officers and directors from and against any Claims to the extent they arise out of or in relation to:

your Application, product, service or User Data, including without limitation, their alleged infringement or misappropriation of the Intellectual Property Rights of any third party;

you or your End Users' use of the Services or Software, including without limitation any (A) alleged violation of Data Protection Laws (as defined in the Data Processing and Security Agreement) by you, your End User(s), Tencent, or its Affiliate(s) in connection with such use; (B) alleged violation of any other applicable laws and regulations by you, your End Users, Tencent, or its Affiliates in connection with such use; (C) alleged violation of third party rights by you, your End Users, Tencent, or its Affiliates; and/or (D) such use that would constitute a violation of these Terms; and/or the use of any products, services, data, software, hardware or business processes not provided by or on behalf of Tencent or its Affiliates.

(ii) Tencent will provide you with: (1) prompt written notice of any Claims; and (2) reasonable assistance, at your expense, to defend or settle the Claim. Tencent and its Affiliates retain the right to appoint additional counsel of their choice to participate in defending or settling the Claims, in which case the counsel retained by you will consult with the counsel appointed by Tencent or its Affiliates and will give them the opportunity to provide comments on defense and settlement strategies.

(iii) TAt your option, you may settle any such Claims, provided that any settlement requiring Tencent or its Affiliates or their agents, licensors, employees, officers or directors to admit liability, pay money, or take or refrain from taking any action will require Tencent's or the Affiliate's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

(iv) Without limiting the foregoing, you agree to pay any final judgment entered against Tencent or its Affiliates or their licensors, employees, officers and directors including without limitation any damages, costs, penalties, fees, disgorgement, restitution, and interest, or in the event of settlement, any settlement amounts agreed to by you, as a result of those Claims. You also agree to reimburse us for any costs and reasonable attorney's fees spent responding to any third-party subpoena, legal order or other processes associated with such Claims.

(g) Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN YOU AND TENCENT. THIS ALLOCATION IS REFLECTED IN THE FEES CHARGED BY TENCENT TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TENCENT. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE LIMITED REMEDIES IN THESE TERMS HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12. TRADE COMPLIANCE

(a) Your Status. You represent and warrant that neither you, nor any of your officers, directors, shareholders, agents or employees, are:

- (i) listed in any list of designated persons maintained by any authority with jurisdiction over you (any person so listed being a “**Restricted Person**”);
- (ii) organized under the laws of, operating from or located or resident in a country or territory that is the target of comprehensive sanctions (as of the date of last update of these Terms, including Iran, Cuba, North Korea, Syria, the Crimea/Sevastopol region and the so-called Donetsk and Luhansk People’s Republics (collectively, “**Sanctioned Territories**”)); or
- (iii) controlled or owned 50 percent or more (directly or indirectly) in the aggregate, by one or more Restricted Persons.
- (b) Sanctions Event. If you become a Restricted Person or controlled or owned by 50% or more (directly or indirectly) in the aggregate, by one or more Restricted Person; if provision of or use of the Services becomes otherwise restricted or prohibited as a consequence of the imposition of sanctions or by operation of Trade Laws (as defined below); or if Tencent reasonably believes that you are in violation of Trade Laws or are engaging in activities that would risk placing Tencent in breach of any Trade Laws (a “**Sanctions Event**”), Tencent shall not be obliged to perform any of its obligations under these Terms or continue to provide the Services and shall be entitled, in its sole discretion, to terminate these Terms and the provision of the Services with immediate effect. Tencent is also entitled to take any other remedial actions at the discretion of Tencent.
- (c) Trade Compliance. In connection with your use of the Services, you will comply with all applicable export controls and economic sanctions laws and regulations (collectively, “**Trade Laws**”). You agree not to engage in any activities in connection with the use of the Services that would violate Trade Laws or that would risk placing Tencent in breach of any Trade Laws. You are solely responsible for compliance with Trade Laws related to the manner in which you choose to use the Services, including: (i) your transfer and processing of User Data; (ii) the provision of User Data to End Users; and (iii) specifying the Service Region in which any of the foregoing occur. For the avoidance of doubt, these Terms require you to, and you are solely responsible for complying with Trade Laws in the use of the Services by you and your End Users.

13. GENERAL

- (a) Independent Contractors. The relationship of the parties established by these Terms is that of independent contractors, and nothing contained in these Terms should be construed to give either party the power to: (i) act as an agent; or (ii) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party’s business are the sole responsibility of that party and neither party has authority to bind the other party.
- (b) Non-Assignability and Binding Effect. Neither party may assign or otherwise transfer, by operation of law or otherwise, its rights or obligations under these Terms without the prior written consent of the other party, except that Tencent may freely assign or otherwise transfer these Terms without your consent: (i) in connection with a merger, acquisition or sale of all or substantially all of Tencent’s assets; or (ii) to any Affiliate or as part of a corporate reorganization. Upon such assignment or transfer taking effect, the successor or permitted assigns (as the case may be) shall assume assignor/transferor’s liability and assignor/transferor is released from the same. Any attempted assignment or transfer in violation of the foregoing restriction will be void. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.
- (c) Consent to Electronic Communications. By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about

our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically, whether by e-mail, through the Services platform, or otherwise, will satisfy any legal communication requirements, including that those communications be in writing.

(d) Force Majeure. If the performance of these Terms is prevented, delayed, hindered or restricted, or Tencent breaches these Terms due to an event of force majeure, including but not limited to: (i) natural disasters; (ii) acts of government; (iii) promulgation or change of laws, regulations or policies (including Trade Laws, sanctions, restrictive measures or regulations); (iv) strikes or unrest; or (v) any significant change of circumstances (including changes in applicable laws which would render provision of Services potentially illegal or different from that contemplated by the parties at time of the acceptance of these Terms or first download, install, access, or use the Services), foreseeable or otherwise, in no case shall Tencent be liable for the breach of these Terms, or be otherwise liable for any such failure or delay in the performance of such obligations. If any of the abovementioned events persists for more than 15 calendar days, Tencent may terminate these Terms, without assuming any liability, by immediate written notice to you.

(e) Governing Law and Dispute Resolution. Except as provided in the North America Terms, EEA Consumer Terms, PRC Service Region Terms, Germany Terms, South Korea Terms or other region-specific or Service-specific terms, any claims for equitable relief may be brought in any court of competent jurisdiction even if the parties have chosen an exclusive venue below. These Terms are governed by the jurisdiction set forth in Section 3. Unless the North America Terms, EEA Consumer Terms, PRC Service Region Terms, Germany Terms South Korea Terms or other region-specific or Service-specific terms specify otherwise, all claims arising out of or relating to these Terms or the Services, will be resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in force when the notice of arbitration is submitted. The seat of the arbitration will be Singapore and the language will be English. All proceedings will be confidential and there will be one arbitrator only.

(f) Waiver and Severability. The waiver by either party of any breach of these Terms does not waive any other breach. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any part of these Terms is unenforceable, the remaining portions of these Terms will remain in full force and effect.

(g) No Third-Party Beneficiaries. These Terms are not intended to confer any benefits on any third party except to the extent that it expressly states that it does. End Users are not third party beneficiaries to these Terms.

(h) Entire Agreement. These Terms and the Additional Terms are the final and complete expression of all agreements between you and Tencent regarding their subject matter and supersede all prior oral and written agreements regarding these matters. The Additional Terms referred to in these Terms are incorporated by this reference. In the event of any conflict between the Terms and the Additional Terms, the inconsistency shall be resolved by giving preference to the following in the order that they are listed: (i) the Data Processing and Security Agreement (which shall govern with respect to processing of Personal Data as applicable to the relevant Services); (ii) these Terms; and (iii) the Additional Terms, provided, however, that the terms and conditions of the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, Germany Terms, South Korea Terms or other region-specific terms will govern with respect to the Services, if applicable. Tencent shall not be bound by any term which is different from, modifies or otherwise in addition to the terms of these Terms, unless modified in accordance with these Terms, or

otherwise agreed in writing. Where applicable, if you enter into a separate service agreement with Tencent in respect of the Services, and where expressly provided by that service agreement, the terms of the service agreement shall prevail to the extent that there is any conflict or inconsistency between the terms of that service agreement and these Terms. Without limiting the foregoing, the parties agree that any terms and conditions in any customer-issued purchasing forms, request for proposal, vendor questionnaire or similar shall not apply and Tencent disclaims the same.

(i) Modification of these Terms, the Privacy Policy and the Cookies Policy. Tencent may amend these Terms, including the Additional Terms, from time to time by posting updated versions to the Tencent Cloud site. Unless specifically provided in these Terms or the Additional Terms, or otherwise indicated by Tencent, the amended terms will take effect within 30 calendar days after they are posted. Notwithstanding the foregoing, any changes relating to Tencent's Services or product functionalities shall take effect immediately. Tencent will use reasonable efforts to notify you of the changes, but you are responsible for periodically checking these Terms, including the Additional Terms, for any modifications. Your continued use of the Services constitutes your acceptance of any amended Terms. Amended terms are not applicable retroactively.

(j) Language. All communications and notices in relation to these Terms shall be made or given in either English or Chinese. Notwithstanding the foregoing, to the extent any translations of these Terms are made, the English version shall prevail.

(k) Publicity. You agree that Tencent may refer to you as a customer of Tencent and use your name and logo in Tencent's marketing materials and websites. Except as otherwise permitted by law, you shall not issue any press release or make any other public communication with respect to these Terms, or the fact that Tencent is providing Services for you. You shall not use Tencent's trademarks, service marks, service or trade names, logos ("**Tencent Marks**"); or identify Tencent as a supplier of the Services without prior written consent of Tencent. Notwithstanding the permission granted, unless otherwise agreed by Tencent in writing, your limited permission to identify Tencent for such purposes and for the use of Tencent's Marks shall terminate as soon as these Terms expire or are terminated, whichever is sooner. Your use of the Tencent Marks shall be subject to any terms, conditions, or guidelines that Tencent may issue from time to time.

(l) Notice. Any notice required or permitted to be given under these Terms will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth above (in the case of Tencent) and any address registered with us (in your case) and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notwithstanding the foregoing, any notices, communications, or disclosures sent electronically by Tencent through email, the platform for the Services or otherwise, shall be deemed a valid and binding notice required or permitted to be given under these Terms.

TENCENT CLOUD PRC SERVICE REGION TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") for which the PRC is the Service Region, such Services shall be provided by Tencent Cloud Computing (Beijing) Co., Ltd. ("**Tencent Cloud Beijing**") and subject to the terms of these PRC Service Region Terms as well as any applicable PRC laws and regulations. Any terms used but not defined in these PRC Service Region Terms have the meaning given to them in the Terms.

1. You hereby acknowledge and agree that (a) whilst Tencent Cloud Beijing shall provide the Services hereunder in accordance with these Terms and PRC Service Region Terms, it will not otherwise be responsible for your product, service, content and data used in connection with the Services; and (b) you have obtained, and shall maintain for the term of the Terms all applicable and valid regulatory, legal, and/or governmental licenses, filings, recordings, approvals, permits, etc. as may be required by any applicable PRC laws and regulations for the use of the Services and for your business operations using the Services in the PRC Region.

2. Prohibited Conduct. When using Services in the PRC, you must comply with all applicable PRC laws, regulations, rules and policies, and safeguard cybersecurity. You must not engage in, or facilitate, any activities that constitute a violation of such applicable laws, regulations, rules and policies, including but not limited to:

- (a) activities that contravene the Basic Principles of the Constitution of the PRC; jeopardize national security, reputation or interests; incite subversion of state power; overthrow the socialist system; incite division of state and sabotage national unity; advocate terrorism or extremism; incite ethnic hatred or discrimination; undermine the national religion policy; and/or promote cults or feudal superstition;
- (b) deceptive, false or misleading practices, or practices that infringe the intellectual property rights or legitimate rights and interests of others, such as using "private servers" or "plug-ins";
- (c) posting, publishing or dissemination of spam or unlawful content that disrupt national order, jeopardize national security, or advocate for feudal superstitions, obscenity, pornography or vulgarity;
- (d) violation of operating rules relating to networks, devices or services linked to the Tencent Cloud network; unlawful or unauthorized access, misappropriation, interference or surveillance;
- (e) any actual or attempted sabotage of network security, including but not limited to performing malicious scanning of websites and servers, hacking into a system, or unlawfully accessing data by using viruses, Trojans or malicious codes, phishing and so forth;
- (f) any actual or attempted modification of system configuration set by Tencent or any actual or attempted sabotage of system security; using technological means to undermine or disrupt the operation or others' use of the Services; any actual or attempted disruption of the normal operation of any products of Tencent or any part or functions thereof in any way, or the production, posting or dissemination of such tools or methods;
- (g) you being frequently attacked (including but not limited to DDoS attacks) as a result of the provision of the Services, including but not limited to "DNS resolution", "security services", "domain name proxy" and "reverse proxy", and failing to correct your practices in a timely manner, or failing to eliminate the effects as requested by Tencent, thereby causing an impact on the Services platform or on others;
- (h) activities violating the "Seven Bottom Lines", where the "Seven Bottom Lines" refers to the baseline standards in the following seven areas: laws and regulations, socialist system, national interests, citizens' legitimate rights and

interests, national order, moral risks, and information veracity, as promulgated by the competent authorities, and which may be updated or amended from time to time; and

(i) any other illegal or non-compliant practices, including but not limited to illegal activities such as gambling, violence, murder, terrorism, instigating crime, defamation, abuse, disruption of internet security and order, etc.

3. Your Information.

(a) You shall provide truthful, legitimate and valid information (the "Information") in accordance with the registration procedures for the Services, including but not limited to your name, contact, email, telephone number, mailing address, industrial and commercial registration documents and so forth. If any change occurs to the Information, you shall promptly notify Tencent of such change.

(b) To ensure account and transaction security, Tencent shall be entitled to require you to carry out real-name authentication at any time, and you shall cooperate accordingly. You agree that Tencent Cloud may authenticate your Information with third parties, and you authorize Tencent to obtain all necessary information relating to your use of the Services.

(c) In order to reasonably protect your interests and those of your users and other right holders, Tencent shall be entitled to put in place processes and systems specifically devoted to dealing with infringement and complaints, and you shall comply with such processes and systems. If Tencent receives a complaint or report from a third party against you, Tencent shall be entitled to disclose your information (including but not limited to your registered name, identification, contacts, telephone number and so forth) to the complainant as necessary and may urge you to consult with the complainant, with a view to promptly resolving such complaint or dispute and protecting the legitimate rights and interests of all parties concerned. You shall extend your cooperation; failure to do so may affect your use of the Services.

4.Security. You will not install or use any pirated software on the Services and must take security measures to protect your computer information systems as required under applicable PRC laws, regulations or rules, including but not limited to installing any required State-approved security products specifically designed for computer information systems.

5. Remedies. If Tencent discovers, on its own or based on information provided by competent authorities or complaints filed by rights holders, that you have violated applicable PRC laws, regulations or rules, or breached the Terms, including these PRC Service Region Terms, Tencent will be entitled to take any one or more of the following actions at its own discretion:

- (a) demand that you immediately remove or modify the content in question;
- (b) immediately remove or block the content in question or disable the links in question;
- (c) restrict or suspend the provision of the Services to you (including but not limited to directly taking your services offline and withdrawing the relevant resources or setting restrictions on your operations under your Account(s));
- (d) in case of serious violations or breaches, Tencent will have the right to terminate the provision of Services to you and terminate the Terms (including but not limited to directly taking all of your services offline and withdrawing the relevant resources). The Fees already paid by you for any unused service period will be credited to Tencent as liquidated damages; and
- (e) pursuing other liabilities against you in accordance with any applicable PRC laws and regulations.

Tencent shall not be responsible or held liable for any damages or losses, including but without limitation to the suspension of your business operations, deletion of data, etc., arising from the actions taken by Tencent hereunder due to your breach of these Terms and PRC Service Region Terms. You shall indemnify and hold harmless Tencent, its Affiliates, and each of their respective licensors, employees, officers and directors in respect of any damages or losses arising as a result of your breach of these Terms and PRC Service Region Terms.

6. Cooperation with Authorities. In accordance with any applicable PRC laws or regulations, or otherwise in compliance with the inquiry, request, order, or direction of any PRC governmental authorities, regulators, judicial, administrative or other competent authorities, and notwithstanding any confidentiality obligations or non-disclosure obligations whether set forth in these Terms or otherwise, Tencent will be entitled to render cooperation to the aforementioned authorities and regulators in respect of any inquiries, investigations, proceedings or otherwise, including providing the relevant information to such regulators and authorities, to facilitate the resolution of complaints and disputes in a timely manner and protect the legitimate rights and interests of all parties concerned.

7. Governing Law. The provisions of Section 13(e) and the provisions of Section 3 concerning governing law of the Terms are hereby deleted and restated as follows:

The formation, validity, performance and interpretation of, and dispute resolution in relation to, these Terms will be governed by the laws of the PRC (excluding the conflicts of law provisions). In the event of any dispute arising out of these Terms, the parties will first attempt to resolve the dispute through mutual consultation in good faith; if the parties fail to resolve the dispute through such consultation, either party may refer the dispute or conflict to the People's Court in Nanshan District, Shenzhen.

TENCENT CLOUD NORTH AMERICA TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in North America, you shall be subject to the terms of these North America Terms. Any terms used but not defined in these North America Terms have the meaning given to them in the Terms.

1. Dispute Resolution and Arbitration

(a) Except for the right of either party to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute, controversy or claim arising in any way out of or in connection with the Terms, including the existence, validity, interpretation, performance, breach or termination of the Terms, or any dispute regarding pre-contractual or non-contractual rights or obligations arising out of or relating to it (“**Dispute**”) will be referred to and finally resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU

AND TENCENT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Any arbitration between you and Tencent will be administered by the American Arbitration Association (“**AAA**”) under its rules in force when the Notice of Arbitration is submitted in accordance with those Rules (“**Rules**”), which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The Rules and filing forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act and federal arbitration law apply to the Terms. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.

(c) Tencent will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the Rules in the county (or parish) of the address of your registration information. The arbitration tribunal will consist of three arbitrators to be appointed in accordance with the Rules. Arbitration will be conducted in English. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

(d) YOU AND TENCENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tencent agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

2. Third Party Connectivity Services

The Services provided to you may include broadband data connectivity services that connect your location(s) to Tencent Cloud (the “Third Party Connectivity Services”). Tencent acts as a network manager and obtains the Third Party Connectivity Services on your behalf as an element of the Services you receive. The Third Party Connectivity Services are provided by one or more broadband service provider(s) subject to the terms and conditions of such provider(s). The Third Party Connectivity Services are subject to certain performance limitations that impact your use of the same. You may contact Tencent at cloudlegalnotices@tencent.com to obtain additional information about the Third Party Connectivity Services that are being used as an element of your Services, including the provider(s)’ network practices, performance characteristics, and applicable commercial terms. Tencent passes through any costs for the Third Party Connectivity Services from the provider(s) to you and may charge a network manager fee as part of the Services offered.

TENCENT CLOUD EUROPEAN ECONOMIC AREA AND SWITZERLAND (“EEA”) CONSUMER TERMS

If you are not a business user and you are purchasing the Services for personal use, to the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in the EEA, such Services shall be subject to the terms of these EEA Consumer Terms. Any terms used but not defined in these EEA Consumer Terms have the meaning given to them in the Terms.

1.Governing Law

These terms shall be governed by English law, except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law and those mandatory laws will apply.

You agree that any dispute between you and us regarding these terms or the Services will only be dealt with by the English courts, except that if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country. If you are a consumer within the EEA, to the extent there is any conflict, this provision shall take precedence over any term in the front-end of these Terms.

If you reside in EEA you may also have recourse to a mediation procedure body designated by us or an alternative dispute resolution process. The European Commission provides consumers with an online dispute settlement platform accessible at the following address: <http://ec.europa.eu/consumers/odr/>.

2.Cancellation Right

You normally have the right to cancel the Services within 14 days after the date the Services start being provided. However, you acknowledge that we start provision of the Services immediately following acceptance of your selection of the Services (which, by selecting the Service, you request us to do) and that you will have no right to change your mind and cancel under the Consumer Contracts Regulations once the Services have been fully carried out. If you cancel before the Services have been fully carried out (and within the 14-day period) then the charge you pay us (and which we will deduct from any refund otherwise due to you) will be proportionate to the Services that have been used by the time you cancel, and will not exceed our reasonable costs of providing the Services up until that point.

To cancel the Services, you must clearly inform us, preferably:

by contacting customer service by submitting a work order through the console at

<https://consoleintl.cloud.tencent.com/workorder/category>, giving us your name, address, and account information; or

Nothing in this section affects your legal rights.

3.Our refunds policy

If you cancel the Services within the 14-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within 14 days after you notify us of cancellation.

If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.

4.Defective Services

If any Services you order are defective (in other words, they do not comply with the requirements of these Terms), you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe the Services are defective, you should inform us as soon as possible by contacting customer service by submitting a work order through the console at

<https://console.intl.cloud.tencent.com/workorder/category>, giving your name, address and account information.

Nothing in this section affects your legal rights.

5. France Specific Terms

If you are a consumer residing in France, please note that the exclusion and limitation of liability provisions included in Sections 11(a) and 11(b) of the Terms above, will not apply to you.

TENCENT CLOUD GERMANY TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in Germany, you shall be subject to the terms of these Germany Terms, which prevail over the general Tencent Cloud Terms of Service in case of any contradictions. Any Terms used but not defined in these Germany Terms have the meaning given to them in the Terms.

1. Privacy Policy. Our Privacy Policy does not form part of the Terms. It only serves for informational purposes and provides information on how we process personal data within the scope of the Services.

2. Changes to the Service and/or the Terms. We reserve the right to change the Service and/or the Terms. We will notify you of the changed conditions by email at least six (6) weeks before their effective date and will indicate the intended application of these new Terms. If you do not object to the application of the new Terms within this period of time or if you continue to use the Services after the changed Terms have entered into force, the new Terms will be considered to have been accepted. We will notify you of the importance of the six (6) week period, the right to object, and the legal consequences of silence. If you do not accept the new Service and/or Terms, which are essential for the continued provision of our Services, we may terminate our contractual relationship with you.

3. Third Party Software. No terms and conditions applicable to Third Party Software form part of the Terms. You are not bound by any terms and conditions applicable to Third Party Software by these Terms.

4. Limitation of Liability, Indemnification. Notwithstanding Section 11 of the Tencent Cloud Terms of Service, the following applies to you:

(a) For damages with respect to injury to health, body or life caused by Tencent, Tencent’s representatives or Tencent’s agents in the performance of the contractual obligations, we are fully liable.

(b) Tencent is fully liable for damages caused wilfully or by gross negligence by Tencent, Tencent’s representatives or Tencent’s agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Tencent or to damages which result from malicious action.

(c) If damages, except for such cases covered by Sections 4(a), 4(b) or 4(d), with respect to a breach of a contractual core duty are caused by slight negligence, Tencent is liable only for the amount of the total fees that you have paid to Tencent under these terms in the twelve (12) months immediately preceding the date that event giving rise to the

liability first occurred. Contractual core duties, generally, are such duties whose accomplishment enables proper performance of an agreement in the first place and whose performance a contractual party regularly may rely on.

(d) Tencent's liability based on the German Product Liability Act remains unaffected.

(e) Any further liability of Tencent is excluded.

(f) The limitation period for claims for damages against Tencent expires after one (1) year, except for such cases covered by sections 4(a), 4(b), or 4(d).

5. Inapplicable Clauses. The following Section of the Tencent Cloud Terms of Service do not apply to you: Section 9(b)(iv), Section 9(d), Section 10, and Section 13(g).

6. Consent to Electronic Communications. Notwithstanding Section 13(c) of the Tencent Cloud Terms of Service, we will ask you for a separate consent to receiving certain electronic communications from us.

7. Termand Termination. Irrespective of Section 9 of the Tencent Cloud Terms of Service, Tencent may terminate the Terms at any time and for any and no reason upon providing to you 30 days' written notice.

8. Governing Law. Notwithstanding Section 3(a) of the Tencent Cloud Terms of Service, if you use our Services as a consumer, the governing law that applies to the Terms is German law.

TENCENT CLOUD SOUTH KOREA TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") and the country specified in your registration information is South Korea, you shall be subject to the terms of these South Korea Terms, which prevail over the general Tencent Cloud Terms of Service in case of any conflict or inconsistency. Any terms used but not defined in these South Korea Terms have the meaning given to them in the Terms.

1. Eligibility

Section 2 concerning eligibility of Terms is hereby restated as follows:

You must be at least 19 years old to use the Services. By agreeing to these Terms (including South Korea Terms, hereinafter the same), you represent and warrant to us that: (a) you are at least 19 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are an entity, organization or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

2. Changes on Services or Fees

If Tencent changes the Services or Fees, Tencent will specify the reason for the change, the content of the Services or Fees to be changed, and the date of provision, etc., and post such information on the initial screen of the Service at least 7 days prior to the date of implementation of such change. However, if the change in Service or Fees is unfavorable or material to you, we will notify you at least 30 days in advance and obtain consent from you with respect to the change.

3. Payments in KRW Currency

All Fees payable for your use of the Services under this Agreement are denominated in USD. If you have elected to

pay Fees using a credit card as your Payment Method, the Fees chargeable in a calendar month will be converted from USD to KRW, and the applicable exchange rate shall be determined by the mid-rate published by Bloomberg on the last business day of the preceding month. For example, if you are charged Fees in March 2024 for use of certain Services, and you have elected to pay using your credit card, the Fees will be converted from USD to KRW using the exchange rate determined by the mid-rate published by Bloomberg on the last business day of February 2024, and your credit card will be charged accordingly after conversion to KRW.

4. Cancellation

- (a) If you are an end-user of the Services and a consumer under Act on the Consumer Protection in Electronic Commerce, etc., you may cancel the Services within 7 days after the date of commencement of the Services. However, notwithstanding the above, if the contents of the Services are different from the contents displayed or advertised by Tencent, or if the contents are performed differently from contents specified in the Terms and other agreements related to the Services, you may cancel the Services within three months after the date of commencement of the Services, or within 30 days after the date you knew or could have known such fact.
- (b) You may not cancel the Services against Tencent's intention if the Services that Tencent has provided are temporary or with only partial functions.
- (c) In order to cancel the Services, you must clearly inform us, preferably by contacting customer service by submitting a work order through the console at <https://consoleintl.cloud.tencent.com/workorder/category>, giving us your name, address, and account information.
- (d) Cancellation will take effect from the date of sending your intention to cancel.
- (e) If you cancel, Tencent will delete and terminate your Service without delay and refund Fees within 3 days after the date of deletion/termination.
- (f) In the event that Tencent delays the refund in paragraph (e), Tencent will pay you the delayed interest calculated by multiplying the delayed period by the interest rate prescribed by the Act on the Consumer Protection in Electronic Commerce, Etc. and the Enforcement Decree.
- (g) Tencent will request the business operator who provided the Payment Method used to pay the Fees to suspend or cancel the charge for the Fees without delay. However, if Tencent has already received Fees from the payment company, it will be refunded to the payment company and notify to you.
- (h) If you have used some of the Services, Tencent is entitled to make a claim against you for an amount equivalent to the benefits you have obtained by using the Services or the cost of supplying the Services for you.
- (i) Tencent may not claim a penalty or compensation for damages on the grounds of cancellation.

5. Modification of the Terms

If Tencent intends to amend the Terms, Tencent will post the updated version on the Tencent Cloud website. Updated versions will be effective no earlier than 7 days after the date of posting. Your continued use of the Services after the effective date of the updated Terms constitutes your acceptance of any amended Terms. However, if the modification in the Terms is unfavorable or material to you, we will notify you at least 30 days in advance and obtain consent from you with respect to the modification.

6. Governing Law

Notwithstanding Section 3(a) of the Terms, if you use our Services as an end-user or consumer, the governing law

that applies to the Terms will be Korean Law.

Privacy Policy

Last updated : 2024-08-07 09:17:29

SUMMARY

What type of personal information do we collect?

We collect information regarding your use and purchase of our Services and your interactions with Tencent. You also provide information when you make an enquiry on our website or register to use our Services. Examples include your name and contact details. If you are the administrator of the account, you have the ability to provide access rights to other persons by including their email address in the service console. For information that you provide to us to set up your account, and that we collect and generate in managing your Services, we act as the controller. For information that you store using the Services (for example, content that you upload to store on our servers), we act as a processor. See below at [The Types of Personal Information we Collect and Process](#) for more information.

How will we use the collected personal information?

We will use the collected information to create and verify your account, enable password change, process payments, and to communicate with you. See below at [How we use Your Personal Information](#) for more information.

Who do we share the collected personal information with?

We share your information with our third party service providers, related group companies and as required by law. See below at [How We Disclose and Store Your Personal Information](#) for more information.

Where do we process the collected personal information?

Our servers may be located outside of the country you are located, for example in Mainland China. See below at [How We Disclose and Store Your Personal Information](#) for more information.

How long do we hold on to the collected personal information?

Your information is retained so long as your account exists. After which, the information is deleted within a set time period, depending upon the type of personal information. See below at [Data Retention](#) for more information.

How do I exercise my rights over my information?

You may have special rights over your information and how we can use it. These include how you can access the information, erasing the information, restricting how your information can be used, objecting to its use and getting a

copy of your information. See below at [Your Rights](#) for more information.

Dispute Resolution

If you have any concerns or complaints, please contact us at cloudlegalnotices@tencent.com. See below at [Contact & Complaints](#) for more information.

How will we notify you of changes?

If there are any significant changes to this privacy policy, we will provide a notice on our website. See below at [Updates & Changes](#) for more information.

Contact Information

Data Controller (EEA, UK and Switzerland): Tencent Cloud Europe B.V.. Address: Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands.

Data Controller (Outside EEA, UK and Switzerland): The entity you have contracted with, as set out in the [Terms of Service](#).

Data Protection Officer: Please email cloudlegalnotices@tencent.com.

Jurisdiction-Specific Addenda

Additional provisions with respect to certain jurisdictions are included in the addenda to this privacy policy. If you are ordinarily resident in a jurisdiction listed, then the relevant terms for that jurisdiction apply to you. In the event of a conflict between an addendum and this privacy policy, the provisions of the relevant addendum will prevail with respect to the relevant territory only. Unless otherwise provided in a relevant addendum, the provisions of this privacy policy apply to such territory in addition to the specific provisions of such addendum and are not amended except as specifically stated in such addendum.

Modules

The Modules set out below in the section [Modules](#) to this privacy policy shall apply and form part of this privacy policy if you use the specific Feature (as defined in each relevant Module). You acknowledge we will collect, process, use and store your personal information, as described in the applicable Module. See below at [Modules](#) for more information.

INTRODUCTION

When you use the Tencent Cloud website and cloud services (including <https://tencentcloud.io> and <https://intl.cloud.tencent.com>) pursuant to the Tencent Cloud Terms of Service ("**Services**"), you are agreeing to our rules and policies regarding your personal information and you expressly consent to us collecting, processing, using and storing your personal information, as described in this privacy policy.

If you do not agree with this privacy policy, you must not use the Services.

This privacy policy only applies to you if the Services are provided to you by the relevant Tencent entity as set out in the Terms of Service.

We hold personal information that you provide to us to set up and manage your account and the Services, and personal information generated in connection with your use of the Services ("**Administrative Information**"). We are the data controller of Administrative Information. This privacy policy informs you of your choices and our practices regarding your Administrative Information.

We also hold data, including personal information, that you submit, upload, transmit or display using the Services ("**Content**") and we store this data solely in order to provide the Services. The terms relating to our storage of Content are set out in our [Terms of Service](#) and [Data Processing and Security Addendum](#). You are the data controller of Content and questions about data handling processes from your users or third parties regarding Content should in the first instance be addressed to you. At all times, we act as a service provider to you, and process data on your behalf. You can extract your Content at any time.

If you are located in the European Economic Area or Switzerland, the data controller of your personal information for the purposes of the General Data Protection Regulation is Tencent Cloud Europe B.V., a company registered in The Netherlands with its registered address at Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands. If you are located outside the European Economic Area or Switzerland, the data controller of your personal information is the entity that you have contracted with, as set out in the [Terms of Service](#). In each case, the relevant entity is referred to in this policy as "**Tencent**", "**we**" and "**us**".

Our data protection officer can be contacted at cloudlegalnotices@tencent.com.

SECTION 1: WHERE WE ARE A DATA CONTROLLER

The Types of Personal Information We Collect and Process

We will collect and use the following information about you:

Information you give us. You may give us information about you by making an enquiry about our Services, using our Services or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register for our Services (or for business customer, act as the company's business representative to register for Services), such as your name, username, email address, address, IP address, APPID, UIN, Device ID, Tencent Cloud ID, photo ID, credit card information, and telephone number. If you choose to set up your account using one of your existing accounts with Google, we also collect information from that connected account to complete your registration, this includes Google ID, email address, authentication code and avatar (in the form of a log).

Information we collect about you when use our Services. We automatically collect certain information from you when you use our Services through the Tencent Cloud web portal, including IP address, User Agent and Device ID, and information regarding your use of our Services such as our log of your visits, site access requests, uploads and downloads.

Information that we obtain from a third party. Tencent Cloud allows administrators of the user account to determine access rights. In doing so, the administrator of your Services (which might be you) can include the email

addresses of other persons who are to be given access to the Services under that account. If you are the administrator of the account, you acknowledge and undertake to us that you have the consent of the individual concerned to provide their email address for this purpose.

We also collect and store your information each time you interact with Tencent, for example, when you communicate with us by email, activate new Services, or complete forms on our website. We also store information about the Services you purchase, such as the activation code, date of purchase, and information relating to any support issue.

Cookies

We use cookies and other similar technologies (e.g. web beacons, Flash cookies, etc.) ("**Cookies**") to enhance your experience using the Services. Cookies are small files which, when placed on your device, enable us to provide certain features and functionality.

You have the option to permit installation of such Cookies or subsequently disable them. You may accept all Cookies, or instruct the web browser to provide notice at the time of installation of Cookies, or refuse to accept all Cookies by adjusting the relevant function in the web browser of your computer. However, in the event of your refusal to install Cookies, Tencent Cloud may be prevented from providing some of its Services available to you.

For more information about the Cookies we use, please see our [Cookies Policy](#).

Children

Our Service is not intended for children. Children must not use the Service for any purpose. We will not knowingly allow anyone under 14 to register for our Services and/or provide any personal identification information. If you are under 14, please do not sign up to use our Services or provide any information about yourself through the Service.

How We Use Your Personal Information

We will use the information in the following ways and in accordance with the following legal bases:

Personal Information	Purpose of Use	Legal Basis for Processing (only applicable for the EEA and UK)
Location, Name, Email Address, IP Address, User Agent (or website browser), Device ID and Tencent Cloud ID, Address(including city, province and post code), APPID, UIN, Username and other login security credentials; (If you choose to register via Google: Google ID, email	We use this information to: create your Tencent Cloud account in accordance with your request and/or verify you have an account; allow for password resets; provide you with user support; record transactions or provide order confirmations; and	We process this information as it's necessary for us to perform our contract with you to provide the Services.

address, authentication code and avatar(in the form of a log) (Mandatory)	enforce our terms, conditions and policies.	
Mobile Number, Email Address, Address (Mandatory)	<p>We use this information:</p> <ul style="list-style-type: none"> to verify your Tencent Cloud account; for security protection (if you activate account verification, this will be used to send you SMS alerts and two-factor authentication codes when you modify account passwords, email addresses, etc.); for product notifications; for order confirmations; and for service information (e.g. account balance information, and to communicate to you when your account balance is running low). 	It is in our legitimate interests to verify your identity and communicate with you about the Services.
Photo ID (e.g., driver's license, passport or work permit) Name and Address (Mandatory)	If you elect to use servers located in the PRC (excluding Hong Kong (China), Macau (China) and Taiwan (China)) for the Services, we use your photo ID (or, where you are a corporate customer, corporate documentation) to ensure that your account is legally verified in accordance with local law.	It is in our legitimate interests to process such data to ensure you are able to activate the service for use in jurisdictions where this is a legal requirement.
Credit card information (card number, name, expiration date, security code, payment ID) (Mandatory)	We use your credit card information to process payments made by you for use of the Services.	We process this information as it's necessary for us to perform our contract with you to facilitate payment for the Services.
Transaction Records (such as date and time of payment for services) (Mandatory)	We provide access to your Transaction Records to allow you to see your transaction history.	We process this information as it's necessary for us to perform our contract with you to manage payments in respect of the Services.
Log Data, Metadata, IP Address, User Tickets, User Agent, Date and Time of	We use this information for strategy and Service improvement and for	It is in our legitimate interests to improve

Access, each URL visit within the Tencent Cloud website whether direct or referred from third party website (Mandatory)	analytics.	our strategy and Services.
Customer Service Ticket/ Chat Content, IP Address, Tencent Cloud ID, incident details and response steps; (if you choose to enquire via Telegram: Telegram user's account number) (Mandatory)	We use this information to: deal with your concerns and complaints about the Service; and improve and administer our Services and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes, and to keep our Services safe and secure.	It is in our legitimate interests to improve our Services and provide support in connection with the Services supplied to you.
Log and Metadata in relation to incidents (Mandatory)	We use this information in order to improve our Service and responses.	It is in our legitimate interests to improve our Service and responses.
Enquiry Data (data provided when you submit an enquiry via our website contact form or as part of a sales enquiry), including: your name, email, phone number, UIN, priority of query or ticket, reminder settings, company name, business service, location, and details of your query or any additional information provided by you (Mandatory)	We use this information to respond to your request.	It is in our legitimate interests to process this information as it is needed to respond to your request.
Technical support enquiry data (data provided when you submit a technical support request), including your name, email, phone number, the type of your question, and details of your query (Mandatory)	We use this information to respond to your request.	It is in our legitimate interests to process this information as it is needed to respond to your request.
Promotional Contact Data: Name, Email, Phone Number, Company Name, Business Service, Location and details of your query (Optional)	We use this information to: promote our products and services to you; and to send you direct marketing communications through us or our third party partners.	We process this information with your consent. You can withdraw this consent at any time.
Marketing Data: Name, Business Email, Phone Number, Company Name, Country/Region and Industry (Mandatory)	We use this information: to reserve you a place on our online events and webinars for product notifications; and	We process this information with your consent. You can

	for order confirmations.	withdraw this consent at any time.
Name, Email Address, Country Code, Phone Number, Company Name, Business Service, Inquiry (Mandatory)	We use this information: to process your application for the COVID-19 Cloud Resources Support Program; to respond to requests for our products; for product notifications; and for order confirmations.	We process this information pursuant to our contract with you to provide the support.
Name, Email Address, Country Code, Phone Number and Company Name (Mandatory)	We use this information to communicate (whether through us or our third party partners) with you, in order to understand products and services that may interest you, and to explore potential business opportunities with you.	It is in our legitimate interests to process such data to maintain a relationship with you and to better understand your business needs.
Name, Email Address, and any other information you provided for us to comply with the legal obligation (e.g. Date of Birth, Nationality, Business Registration Date, Business Registration Number, Place of Business Registration) (Mandatory)	We use this information to comply with our legal obligations	We process this information as it's necessary for us to comply with the legal obligations that we are subject to.
Name, UIN, credit card number (encrypted) (Mandatory)	We use this information to enforce our terms, conditions and policies, in order to provide a safe and secure environment, and to maintain the integrity of the Services	We process this information as it's necessary for us to perform our contract with you to facilitate payment for the Services.

We may process and collect other personal information from you from time to time for specific reasons, such as when you try our demo versions on our Services for a specific Feature. For example, when you input or upload data on the demo version of our Instant Messaging feature (such as by sending chat messages and notices, or changing chat names), we will process such data in order to enable you to experience the interface and functions, and delete such data within forty-eight (48) hours. We may also otherwise provide more information on the way we process personal information (including information on any changes to the way we process that personal information that may differ to this privacy policy), such as on our product pages.

How We Disclose and Store Your Personal Information

We may disclose your personal information with selected third parties in and outside your country, including:

Third Parties where we use a third party service to: (a) process payments ; (b) provide customer support (including provision of a support database and ticketing); (c) send SMS service notification; or (d) provide other services, support, features or functionality as part of the Services, including those listed on our [Third Parties](#) page.

Related group companies, including the entities listed on our [Third Parties](#) page, with whom we share your personal information to operate our Services.

To the extent data is transferred outside of the EEA or UK for processing (for example, to Mainland China), we rely on the European Commission's model contracts for the transfer of personal data to third countries (i.e., the standard contractual clauses), pursuant to Decision 2001/497/EC (in the case of transfers to a controller) and Decision 2004/915/EC (in the case of transfers to a processor);

Law enforcement agencies, public authorities or other judicial bodies and organisations. We disclose information if we are legally required to do so, or if we have a good faith belief that such use is reasonably necessary to:

comply with a legal obligation, process or request;

enforce our terms of service and other agreements, policies, and standards, including investigation of any potential violation thereof;

detect, prevent or otherwise address security, fraud or technical issues; or

protect the rights, property or safety of us, our users, a third party or the public as required or permitted by law (including exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction); and

A third party that acquires all or substantially all of us or our business. We will disclose information to a third party in the event that we sell or buy any business or undergo a merger, in which case we will disclose your data to the prospective buyer of such business. We will also disclose information to a third party if we sell, buy, merge or partner with other companies or businesses, or sell some or all of our assets. In such transactions, user information may be among the transferred assets.

Third Party Links and Services

Tencent may provide links to other third party websites as a convenience to you (collectively, the "**Third Party Websites**"). Please exercise care when visiting any Third Party Websites. The Third Party Websites have separate and independent privacy policies, notices and terms of use which govern your use of such websites and their use of any information they collect. We recommend you read these policies carefully. Tencent disclaims all liability for personal information you provide to any Third Party Websites.

The Security of Your Personal Information

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of the information transmitted to our site.

Data Retention

We will retain your personal information as described below (except if otherwise required to be retained by applicable law).

Information	Retention Period
(i) Location, Email Address, Password, IP Address, User Agent (or website browser), Device ID, Tencent Cloud ID, Verification Code, Mobile Number, Name, Address (including city, province and post code), APPID, UIN;(ii) Google login credentials: Google ID, email address, authentication code, avatar (in the form of a log); (iii) Location based on the IP address of login activity for the purposes of your identity verification	(i) Account data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted; (ii) For Google login credentials: information is retained until the expiry of a 90-day period from its creation; (iii) Only location based on the IP addresses of only the previous three (3) logins are retained.
Credit card information(only limited to Payment ID) (we do not store your other credit card information including card number, name, expiration date and security code, except for the purposes of acquiring a payment ID which is provided by our payment processor upon receiving your other credit card information)	Payment ID is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Transaction Records	Payment data is held for as long as an account exists. Information is erased within ninety (90) days of the date the account is deleted.
Photo ID (e.g., driver's license, passport or work permit) Name and Address	Account data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Log Data, Metadata, IP Address, User Agent, Date and Time of Access, each URL visit within the Tencent Cloud website whether direct or referred from third party website	This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Customer Service Ticket / Chat Content, IP Address, Tencent Cloud ID, incident details and response steps; Telegram's user account number	This data is held for so long as an account exists. Information is erased within twenty-four (24) hours of the date the account is deleted.
Log and Metadata in relation to incidents	This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Enquiry Data (data provided when you submit an enquiry via our website contact form or as part of a sales enquiry, including your name, email, phone number, UIN, priority of	Enquiry data is held until an enquiry is resolved, and then erased within one hundred and eighty (180) days of such resolution, unless you agree

query or ticket, reminder settings, company name, business service, location, and details of your query or any additional information provided by you)	to have this data retained and receive more information in the future.
Technical support enquiry data (data provided when you submit a technical support request), including your name, email, phone number, the type of your question, and details of your query	Technical support enquiry data is held until an enquiry is resolved, and then erased within one hundred and eighty (180) days of such resolution, unless you agree to have this data retained and receive more information in the future.
Promotional Contact Data: Name, Email, Phone Number, Company Name, Business Service, Location and details of your query	Such data is held until you tell us that you no longer wish to receive promotional information.
Marketing Data: Name, Business Email, Phone Number, Company Name, Country/Region and Industry.	Such data is held until you tell us that you no longer wish to receive promotional information.
Name, Email Address, Country Code, Phone Number, Company Name, Business Service, Inquiry.	This data is held for so long as the COVID-19 Cloud Resources Support Program operates. Information is erased within ninety (90) days of the date the COVID-19 Cloud Resources Support Program ends.
Name, Email Address, Country Code, Phone Number and Company Name	This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Name, Email Address, and any other information you provided for us to comply with the legal obligation (e.g. Date of Birth, Nationality, Business Registration Date, Business Registration Number, Place of Business Registration)	This data is held for so long as necessary to fulfil the applicable legal obligations.
Name, UIN, credit card number (encrypted)	This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.

Personal information, which has fulfilled the purpose for which it was collected or used, or has reached the period of time during which personal information was to be possessed, will be destroyed in an irreversible way. Personal information stored in electronic files will be deleted safely in an irreversible manner by using technical methods, and printed information will be destroyed by shredding or incinerating such information. Also, we will delete your personal information within 10 days (i) upon your request to have your personal information deleted; (ii) upon your deletion of your account; and/or (iii) if any personal information is left behind with incomplete account registrations.

In the event that the processing and retention period have terminated, but personal information is required to be retained continuously for other reasons including for the purposes as prescribed under applicable laws, the relevant personal information will be stored and maintained separately from other types of personal information.

Your Rights

This section ("Your Rights") applies to users who are located in the European Economic Area. The sub-section entitled "Access, Correction & Deletion" also applies to users who are located in Japan and Korea and Macau Special Administrative Region..

You have certain rights in relation to the personal information we hold about you. Some of these only apply in certain circumstances as set out in more detail below. We also set out how to exercise those rights. Please note that we will require you to verify your identity before responding to any requests to exercise your rights. We must respond to a request by you to exercise those rights without undue delay and at least within one month (although this may be extended by a further two months in certain circumstances) unless otherwise permitted by the applicable legislation. To exercise any of your rights, please contact us at cloudlegalnotices@tencent.com.

Access, Correction & Deletion

You can access, correct and delete some of your data in the account portal at any time here. If you believe there is any other personal information we process about you, or you are unable to correct or delete inaccurate information, you can contact us at cloudlegalnotices@tencent.com. You may also have the right to receive a copy of certain personal information (see *Portability* below).

Please note, however, that we may retain personal information if there are valid grounds under data protection laws for us to do so (e.g., for the defence of legal claims or freedom of expression) but we will let you know if that is the case.

Portability

You have the right to receive a copy of certain personal information we collect from you in a structured, commonly used and machine-readable format and a right to request that we transfer such personal information to another party. The relevant personal information is information you provided for the purposes of performing our contract with you (for example, your mobile number, email address, or transaction data). You can export your Content at any time. If you wish for us to transfer the personal information to a third party you can contact us at cloudlegalnotices@tencent.com. Note that we can only do so where it is technically feasible.

Restriction of Processing to Storage Only

You have a right to require us to stop processing your personal information that we hold, other than for storage purposes, in certain circumstances. Please note, however, that if we stop processing the personal information, we may use it again if there are valid grounds under data protection laws for us to do so (e.g., for the defence of legal claims or for another's protection).

Objection

You have the right to object to our processing of your personal information under certain circumstances (such as where that information is used with your consent, for example for marketing or profiling) [by completing the form here](#).

Communications from Us

If you have opted-in to the receipt of direct marketing from us, we may send you news and offers from time to time, for example; to reserve you a place on our webinars. You can opt-out anytime by contacting us at: cloudlegalnotices@tencent.com.

We may from time to time send you service-related announcements when we consider it necessary to do so (such as when we temporarily suspend Tencent Cloud for maintenance, or security, privacy or administrative-related communications). You may not opt-out of these service-related announcements, which are not promotional in nature.

Contact & Complaints

Questions, comments and requests regarding this policy are welcomed and should be addressed to our Privacy Officer at cloudlegalnotices@tencent.com.

In the event that you wish to make a complaint about how we process your personal information, please contact our Privacy Officer in the first instance at cloudlegalnotices@tencent.com and we will endeavour to deal with your request as soon as possible. This is without prejudice to your right to launch a claim with the data protection supervisory authority in the EU country in which you live or work where you think we have infringed data protection laws.

Updates & Changes

If we make any material changes to this policy, we will post the updated policy here and provide a notice on our website. Please check this page frequently to see any updates or changes to this policy.

JURISDICTION-SPECIFIC ADDENDA

SOUTH KOREA

Last updated: 10 / 19 / 2023

This Addendum to the Tencent Cloud Privacy Policy (the "Addendum") is to address matters that are necessary to process your personal information in compliance with the Personal Information Protection Act (the "PIPA") of Korea. Please refer Tencent Cloud Privacy Policy for more details on the conditions of using the Services.

How We Disclose and Store Your Personal Information

a. We delegate the processing of your personal information as described below, and the delegates may process your personal information according to the purpose of the delegation:

Delegatee	Delegated Tasks
NICE Payments Co., Ltd.	Payment processing and risk management
Image Frame Investment (HK) Limited	SMS Sending
Tencent Cloud Computing (Beijing) Co., Ltd.	Providing back-end support
AroundDeal Holdings Limited	Provide information of corporate website visitors of the Real-Time Communication feature website for Tencent Cloud to carry out data analytics, to improve the services, and to conduct direct marketing.

Overseas Transfer of Personal Information

We transfer Personal Information to third parties overseas as follows:

Recipient (Contact Information of Information Manager)	Country to which Your Personal Information is to be Transferred	Date and Method of Transfer	Types of Your Personal Information to be Transferred	Purposes of Use by Recipients	Per Ret Use Rec
NICE Payments Co., Ltd. cskim@nicepay.co.kr	Korea	Encrypted transmission	Credit card number, name, valid period, CVV, address	Payment processor and risk management	7 ye
Frensworxz Software Technology Co., Limited support@frensworxz.com	PRC	Online transmission	First and last name Title Role Position Industry Employer	Aggregate implementing services	Unt con of s sup sen Fre or fi mor

			Contact information (company, department, role, email, phone, QQ number, physical mail address, website) Account, account name, account remark name ID data Billing address, billing country, billing street, billing city, billing state/province, billing zip/postal code		(wh is e
Image Frame Investment (HK) Limited dataprotection@tencent.com	Hong Kong	Online transmission	Mobile number, SMS content	SMS Sending	Acc dat: for : as : acc exis mes: are 13 r afte SM mes: hav sen
Salesforce.com Singapore Pte. Ltd https://www.salesforce.com/ap/company/privacy/	United States	Online transmission	Promotional Contact Data Marketing Data First and last name Title Role	Client relationship management and marketing support	Ple: to tl rete peri out Ret sub

			Position Industry Employer Contact information (company, department, role, email, phone, QQ number, physical mail address, website) Account, account name, account remark name ID data Billing address, billing country, billing street, billing city, billing state/province, billing zip/postal code		tern of tl con rela betw and Sale in w cas will delc with day tern
Tencent Cloud Computing (Beijing) Co., Ltd. meeting_info@tencent.com	People's Republic of China	Online transmission upon account creation and payment	Mandatory : Date of birth, name, mobile phone number, email address, location, address (including city and post code), type of business, password Optional: Photo ID (e.g., driver's license, passport, work permit or business	System operation and maintenance	Acc data for : as : acc exis Info is e with (30' the acc delc (Fo info bas add use

			license) name and address		pur acc veri the of tl add of o pre thre logi reta
Google Inc. https://policies.google.com/privacy	United States	Transmitted if user logs in using Google ID	Log-in credentials	Log-in	In acc with Go Iden Plat tern
AroundDeal Holdings Limited tim.s@arounddeal.com	United States	Encrypted transmission	Corporate Website Visitor Information (as defined in Real- Time Communication (TRTC) s Privacy Policy Module)	Purpose as specified in TRTC's Privacy Policy Module	Del Aro (i) v yea the tern of tl con rela bet and Aro or (rec our dele req (wh is e

Data Destruction

Personal information, which has fulfilled the purpose for which it was collected or used, and has reached the period of time during which personal information was to be possessed, will be destroyed in an irreversible way. Personal

information stored in electronic files will be deleted safely in an irreversible way by using technical methods, and printed information will be destroyed by shredding or incinerating such information.

The personal information are required to be retained pursuant to the following laws and will be retained for the periods indicated in the below table. Please also note that personal information retained pursuant to the following laws may also be retained for other purposes as indicated in the Data Retention section.

Act on the Consumer Protection in Electronic Commerce, Etc.	Article 6 of the Act on the Consumer Protection in Electronic Commerce, Etc. Article 6 of the Implementation Decree of the Act on the Consumer Protection in Electronic Commerce, Etc.	In an electronic commerce or a mail-order sale: Records regarding labelling and advertising (6 months) Records regarding execution or withdrawal of a contract (5 years) Records regarding the payment of a price and the supply of goods and services (5 years) Records regarding customer services or dispute resolution (3 years)
Protection of Communications Secrets Act	Article 15-2 of the Protection of Communications Secrets Act Article 41 of the Implementation Decree of the Protection of Communications Secrets Act	Log records, IP address (3 months) The date of telecommunications by users, the time that the telecommunications started and ended, the interlocutor's subscription number such as incoming and outgoing numbers, the frequency of use (12 months)

Your Rights of Data Subject and Methods to Exercise Such Rights

You may exercise the following rights at any time in relation to the protection of personal information:

- (a) The right to request permission to inspect personal information;
- (b) The right to request correction of personal information if there is any error, etc.;
- (c) The right to request deletion of personal information;
- (d) The right to request suspension of processing personal information,

by completing the form specified in attached Form 8 of the Enforcement Rule of the PIPA and submitting it to us by post, email or fax. In such cases, we will take necessary measures promptly. You may also exercise your above rights through an agent, including a legal representative and a power of attorney. In such cases, the data subject is required to submit a letter of delegation as specified in attached Form 11 of the Enforcement Rule of the PIPA. The right to access or restrict processing of personal data may be restricted in accordance with Articles 5-4 and 37-2 of the PIPA. With respect to a request for correction or deletion of personal information, a data subject cannot request the deletion of personal information of such subject if the relevant personal information is provided for as information subject to collection under any statute.

Upon receipt of a request to inspect, correct or delete personal information or a request to suspend processing of personal information, we will verify whether the requesting person is the data subject or a legitimate representative.

Protecting Your Personal Information

We have implemented the following measures to protect your personal information.

Management Measures: We have established and implemented internal privacy management policies, which include the designation of privacy personnel, and audit procedures to ensure the privacy policies are implemented effectively.

Technical and Organizational Measures: We have employed a variety of security technologies and procedures to protect your personal information from unauthorized access, use, modification, or disclosure. For example, we have implemented access authorisation and control systems that allow us to grant, change and cancel access rights to personal information to control and limit access to your personal information and record access to personal information. Additionally, we use security software that are regularly updated as well as encryption technology to reduce the risk of personal information leakage during storage and transmission.

Physical Measures: Your personal information is stored in controlled facilities with strict access control procedures in place.

Contact

If you have any questions or comments about the Privacy Policy, if you need to report a problem, or if you would like us to update, amend, or request deletion of the information we have about you, please contact our Chief Privacy Officer (or department in charge of personal information protection) at:

Department in Charge of Protection of Personal Information

Name of Department: Privacy and Data Protection Department

E-mail: cloudlegalnotices@tencent.com

Domestic Privacy Representative

Pursuant to Article 39-11 of the PIPA and Article 32-5 of the Act on Promotion of Information and Communications Network Utilization and Information Protection, the information regarding the designated domestic agent is as follows:

Name and Representative: Tencent Korea Yuhan Hoesa (Representative: Li Yan)

Address: 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea

Telephone Number: +82-2-2185-0926

E-mail: cloudlegalnotices@tencent.com

If you need to report or consult any invasion of private information issue then please contact the below agencies:

Personal Information Dispute Mediation Committee (kopico.go.kr/main/main.do dial 1833-6972)

Personal Information Infringement Report Center (privacy.kisa.or.kr / dial 118)

Supreme Prosecutor's Office's Cyber Crime Investigations Division (spo.go.kr / dial 1301)

Korean National Policy Agency's Cyber Investigation Bureau Electronic Cybercrime Report & Management System (ecrm.cyber.go.kr/minwon/main dial 182)

UNITED STATES

The terms of this Addendum apply to residents of the United States under the California Consumer Privacy Act, as amended by the California Privacy Rights Acts ("CCPA"), the Colorado Privacy Act, Connecticut's Act Concerning Personal Data Privacy and Online Monitoring, the Utah Consumer Privacy Act and the Virginia Consumer Data

Protection Act (collectively, the “U.S. Privacy Laws”). The U.S. Privacy Laws provide certain U.S. residents with certain legal rights regarding their personal information such as the right to request access, deletion and correction. These rights are not absolute and are subject to certain exceptions. For purposes of this Addendum, “consumer”, “you” and “your” means users of the Services, job applicants and representatives of entities with whom we engage in relation to the Services.

Do Not Track (DNT)

Your browser settings may allow you to transmit a “do not track” signal, “opt-out preference” signal or other mechanism for exercising your choice regarding the collection of your personal information when you visit various websites. Like many websites, our website is not designed to respond to such signals, and we do not use or disclose your personal information in any way that would legally require us to recognize opt-out preference signals.

Collection, Use and Disclosure of Personal Information

Over the past 12 months, through your use of the Services, we may have collected and disclosed the following categories of personal information, including sensitive personal information (as denoted by *):

Identifiers, including name, email address, mobile number, IP address, device identifiers, Tencent Cloud ID, mailing address, government-issued identification, and verification codes transmitted to or from the device. This information is collected directly from the consumer or device.

Internet or other electronic network activity information, including the User Agent or website browser, log metadata associated with the consumer’s interactions with Tencent Cloud, and Tencent Cloud customer support incident details (as well as response steps associated with customer service tickets). This information is collected directly from the consumer or device.

Geolocation data, including location data derived from IP address provided directly to us from the device. The Wi-Fi access point data can be used to understand location data at a zip-code level. This information is collected directly from the device.

Commercial information, including payment card information and transaction records (such as information about purchased Services, such as the activation code and date of purchase). This information is collected directly from the consumer or device.

We collect personal information for the following purposes and as described in the applicable Module:

To operate and administer the Services;

To communicate with consumers;

To improve the Services;

For security and verification purposes, including to prevent and detect fraudulent activity; and

To address and remediate technical issues and bugs.

For additional information about what each type of personal information is used for, see [this chart](#) in the main portion of the Privacy Policy. We do not collect, use or disclose your personal information, including sensitive personal information, for purposes other than those specified in this Privacy Policy. Further, we only use and disclose sensitive personal information for purposes permitted by U.S. Privacy Laws, or otherwise with your consent.

We disclose personal information to the following types of entities:

Our affiliate companies within our corporate group who process personal information in order to operate the Services

Other companies that provide services on our behalf who are prohibited by contract from retaining, using, or disclosing personal information for any purpose other than for providing the services to us

Regulators and judicial authorities and law enforcement agencies

Entities that acquire or are in the process of acquiring all or substantially all of our business

In the past 12 months, we have not sold personal information of U.S. residents within the meaning of “sold” in the U.S. Privacy Laws and have not shared personal information of California residents within the meaning of “share” in the CCPA. Further, we do not have actual knowledge that we sell or “share” personal information of residents under 16 years of age.

Rights under the U.S. Privacy Laws

If you are a U.S. resident and the U.S. Privacy Laws do not recognize an exemption that applies to you or your personal information, you have the right to:

Request we disclose to you free of charge certain information about you. If you are a California resident, you may request that we disclose the following information:

the categories of personal information about you that we collected;

the categories of sources from which the personal information was collected;

the purpose for collecting personal information about you;

the categories of third parties to whom we disclosed personal information about you and the categories of personal information that was disclosed (if applicable) and the purpose for disclosing the personal information about you; and the specific pieces of personal information we collected about you;

Request we delete personal information we collected about you;

Request we correct inaccurate personal information that we maintain about you; and

Be free from unlawful discrimination for exercising your rights including providing a different level or quality of services or deny goods or services to you when you exercise your rights.

We aim to fulfill all verified requests within 45 days. If necessary, extensions for an additional 45 days will be accompanied by an explanation for the delay.

How to Exercise Your Rights

First, you may wish to log into your account and manage your data from there. If you are a U.S. resident to whom the U.S. Privacy laws apply, you may exercise your rights, if any, to other personal information by contacting us at cloudlegalnotices@tencent.com.

Only you, or someone that you authorize to act on your behalf, may make a request regarding your personal information. An authorized agent may make a request by providing written permission assigned by you. As part of the identify verification process for the purpose of handling your data subject request, you are required to log into your existing account and we may ask you additional information (including but not limited to country of registration, cloud resources purchased, and mobile number registered) to make your account verifiable.

In addition, where applicable, we will provide you with more information about our appeal process. When you submit a request or launch an appeal, we will limit our collection of your information to only what is necessary to securely fulfill

your request or process your appeal.

BRAZIL

This section applies to users located in Brazil:

Consent Revocation

Whenever we use your personal information based on your consent, you may revoke consent that you have previously given for the collection, use and disclosure of your personal information, subject to contractual or legal limitations. To revoke such consent, you may terminate your account or you can contact cloudlegalnotices@tencent.com. This may affect our provision of the Service to you.

Parental and Guardian Consent

If you are under the age of 18, you should not use the Service for any purpose without first obtaining parental/guardian agreement to this Privacy Policy (both for themselves and on your behalf). We do not knowingly collect personal information from any children under the age of 18 without such consent. Please contact our Data Protection Officer if you believe we have any personal information from any children under the age of 18 without such parental/guardian consent – we will promptly investigate (and remove) such personal information.

CANADA

In addition to the information provided in this section of the Privacy Policy, we may store your personal information in and outside of Canada, including in Singapore and Hong Kong. If you have: (i) any questions or comments about the Privacy Policy; (ii) would like to obtain written information about the Privacy Policy; (iii) if you need to report a problem; or (iv) if you would like us to update, amend, or request deletion of the information we have about you, please contact our Chief Privacy Officer (or department in charge of personal data protection) at cloudlegalnotices@tencent.com.

EGYPT

Please note that this service is only available to users above 18 years. If you are under this age, you are only eligible to use this service if you obtain parental or guardian consent.

If you do not agree to the processing of your personal information in the way this Privacy Policy describes, please do not provide your information when requested and stop using the Services. Your use of the Services shall be deemed an express consent of the rules governing your personal information as described in this Privacy Policy.

By proceeding with the sign up process, you acknowledge that you have read, understood, and consented to this Privacy Policy. If you do not consent to this Privacy Policy, you must not use the service.

You are acknowledging your consent to the processing, storage, and cross-border transfer for your personal data. The cross border transfer may occur to any country in which we have databases or affiliates, including those outside of Egypt (see The Types of Personal Information we Collect and Process for more information).

If you are a new user, you have seven days to inform us of any objection you may have to this Privacy Policy.

As an Egyptian data subject, you have certain rights under the Egyptian Personal Data Protection Law.

France

Your Rights

Instructions for the processing of your personal data after your death.

You have the right to provide us with general or specific instructions for the retention, deletion, and communication of your personal data after your death.

The specific instructions are only valid for the processing activities mentioned therein and the processing of these instructions is subject to your specific consent.

You may amend or revoke your instructions at any time.

You may designate a person responsible for the implementation of your instructions. This person will be informed of your instructions, in the event of your death, and be entitled to request their implementation from us. In the absence of designation or, unless otherwise provided for, in the event of the death of the designated person, their heirs will have the right to be informed of your instructions and to request their implementation from us.

When you wish to make such instructions, please contact us at **cloudlegalnotices@tencent.com**.

India

Sensitive Personal Information

Your Sensitive Personal Information shall mean passwords, financial information such as bank account or credit card or debit card or other payment instrument details, biometric data, physical or mental health, sex life or sexual orientation, and/ or medical records or history, and similar information, but does not include information available in the public domain, or provided under Indian laws, including the Right to Information Act, 2005.

Sharing Of Your Sensitive Personal Information

Where we permit any third parties to collect and use your Sensitive Personal Information, we shall take reasonable measures to ensure that the third parties do not further disclose the Sensitive Personal Information.

Age Restrictions

Children under the age of 18 are not allowed to execute online contracts with us or sign up for our services. Parental consent is required for children under the age of 18 years to avail our services.

Withdrawal Of Consent

To the extent provided by applicable laws and regulations, you may withdraw any consent you previously provided to us for certain processing activities by contacting us at **cloudlegalnotices@tencent.com**. Where consent is required to process your personal information, if you do not consent to the processing or if you withdraw your consent we may not be able to deliver the expected service.

INDONESIA

Our Service is not intended for children. Children must not use the Service for any purpose. We will not knowingly allow anyone under 21 to register for our Services and/or provide any personal identification information. If you are under 21, please do not sign up to use our Services or provide any information about yourself through the Service. We will retain your personal information as described in the Tencent Cloud Privacy Policy and for a minimum of five years (except if otherwise required to be retained by applicable law).

Japan

Consent

By clicking “accept”, you consent to the cross-border transfer of your information to any country where we have databases or affiliates, including outside of Japan. This includes transfers to Singapore, Hong Kong, the PRC, and the United States.

You may find information on the legal regimes for protection of personal information in those countries on the website provided by the Personal Information Protection Council (<https://www.ppc.go.jp/enforcement/infoprovision/laws/>).

Where we use affiliates or providers who might have access to your personal information, we require them to have privacy and security standards that are comparable to ours, and we use contracts and other measures with our affiliates and service providers to maintain the confidentiality and security of your personal information.

Your Rights

You may request us to notify you about the purposes of use of, to disclose, to make any correction to, to discontinue the use or provision of, and/or to delete any and all of your personal information which is stored by us, to the extent provided by the Act on the Protection of Personal Information of Japan. When you wish to make such requests, please contact us at **cloudlegalnotices@tencent.com**.

MALAYSIA

If you wish to use the Service you will be required to provide your personal data. If you do not wish to supply your personal data you should stop using the Service.

Language of this Privacy Policy

In the event of any discrepancy or inconsistency between the English version and Bahasa Melayu version of this Privacy Policy, the English version shall prevail.

Parental and Guardian Consent

If you are under the age of 18, please do not use the Service.

In the event you are agreeing to this Privacy Policy in order for a minor to access and use the Service, you hereby consent to the provision of personal information of the minor to be processed in accordance with this Privacy Policy and you personally accept and agree to be bound by the terms in this Privacy Policy. Further, you hereby agree to take responsibility for the actions of such minor, and that minor's compliance with this Privacy Policy.

Rights of Data Subjects

Right of access: You have the right to request access to and obtain a copy of your personal information that we have collected and is being processed by or on behalf of us. We reserve the right to impose a fee for providing access to your personal information in the amounts as permitted under law.

When handling a data access request, we are permitted to request for certain information to verify the identity of the requester to ensure that he/she is the person legally entitled to make the data access request.

Right of correction: You may request for the correction of your personal information. When handling a data correction request, we are permitted to request for certain information to verify the identity of the requester to ensure that he/she is the person legally entitled to make the data correction request.

Right to limit processing of your personal information: You may request to limit the processing of your personal information by using the contact details provided above. However this may affect our provision of the Service to you.

Contact

To protect your personal information and handle complaints relating to your personal information, we have appointed the following department responsible for managing and protecting your personal information.

Our data protection officer, responsible for the management and safety of your personal information

Telephone: +603-22872388

Email: cloudlegalnotices@tencent.com.

PHILIPPINES

You must be at least 18 years of age to be able to use the Service.

Changes

We will not implement any material changes to the way we process your personal information, as described in the Privacy Policy, unless we have notified you and have obtained your consent to such material changes.

Your Rights

You are entitled to the following rights, to the extent provided by applicable laws:

Right to be informed. You have the right to be informed whether personal data pertaining to you shall be, is being, or have been processed, including the existence of automated decision-making and profiling.

Right to object. You shall have the right to object to the processing of your personal information, including processing for direct marketing, automated processing or profiling. When you object or withhold consent, we shall no longer process your personal data, unless the personal data is needed pursuant to a subpoena; the collection and processing are for obvious purposes, including, when it is necessary for the performance of or in relation to a contract or service to which you have bound yourself; or your personal information is being collected and processed as a result of a legal obligation.

Right to access. You have the right to reasonable access to, upon demand, the following:

contents of your personal information that were processed;

sources from which your personal information were obtained;

names and addresses of recipients of your personal information;

manner by which such data were processed;

reasons for the disclosure of the personal data to recipients, if any;

information on automated processes where the data will, or is likely to, be made as the sole basis for any decision that significantly affects or will affect the data subject;

date when the personal information concerning you were last accessed and modified; and

the designation, name or identity, and address of the personal information controller.

Right to rectification. You have the right to dispute the inaccuracy or error in the personal information and have us correct it immediately and accordingly, unless the request is vexatious or otherwise unreasonable. If the personal information has been corrected, we shall ensure the accessibility of both the new and the retracted information and the simultaneous receipt of the new and the retracted information by the intended recipients thereof, provided that recipients or third parties who have previously received such processed personal data shall be informed of its inaccuracy and its rectification, upon your reasonable request.

Right to erasure or blocking. You shall have the right to suspend, withdraw or order the blocking, removal or destruction of your personal information from our filing system.

This right may be exercised upon your discovery and substantial proof of any of the following:

your personal data is incomplete, outdated, false, or unlawfully obtained;

your personal data is being used for purpose not authorized by you;

your personal data is no longer necessary for the purposes for which they were collected;

you withdraw consent or object to the processing, and there is no other legal ground or overriding legitimate interest for the processing;

your personal data concerns private information that is prejudicial to you, unless justified by freedom of speech, of expression, or of the press or otherwise authorized;

the processing is unlawful;

we violated your rights.

Consent

By consenting to this Privacy Policy, you consent to us:

collecting and processing your personal information as described in the section “[How We Use Your Personal Information](#)”;

sharing your personal information with third parties, companies within our corporate group, and a third party that acquires substantially all or substantially all of us or our business, as described in this Privacy Policy and for the purposes stated herein; and

transferring or storing your personal information in destinations outside the Philippines when the processing shall need to occur outside the Philippines, as described in the section “[How We Disclose and Store Your Personal Information](#)”.

SAUDI ARABIA

You consent to the disclosure, transfer and export of your personal information outside of Saudi Arabia or any other jurisdiction in which you provided it.

SINGAPORE

We may store your personal information within and outside Singapore.

Please refer to the following paragraph instead of the second paragraph under the general “Introduction” section of the main privacy policy:

If you do not agree with this privacy policy, we are unable to deliver the Services to you.

Please refer to the following paragraph regarding “Access, Correction and Deletion” of your personal information, instead of the general “Access, Correction and Deletion” paragraph in the “Your Rights” section of the main privacy policy:

You can access and correct your data in the account portal at any time. If you believe there is any other personal information we process about you, or you are unable to correct inaccurate information, you can make a request by contacting us at

cloudlegalnotices@tencent.com. In accordance with the laws in Singapore you do not have the legal right to delete your data, however we may delete your data on request to us.

To the extent provided by Singapore data privacy laws, you may withdraw consent you previously provided to us for certain processing activities by contacting us at cloudlegalnotices@tencent.com. Where consent is required to process your personal information, if you do not consent to the processing or if you withdraw your consent we may not be able to deliver the expected service. Please note that the right to withdraw consent is only available if the legal basis for processing information is consent.

We may also use, disclose and/or retain personal information to comply with any applicable laws/regulations, enforceable government request or court order, and for the enforcement or defence of legal claims.

Thailand

You acknowledge that you have read, understood, and agree to this Privacy Policy. If you do not agree with this Privacy Policy, you must not use the Service.

You may request us to discontinue, to restrict the use or provision of, and/or to request for data portability of any and all of your personal information which is stored by us, to the extent provided by the Act on the applicable data privacy laws and regulations in Thailand, including the Thai Personal Data Protection Act. When you wish to make such requests, please contact us at **cloudlegalnotices@tencent.com**.

We will give you notice by email of any changes to this Privacy Policy, and give you an opportunity to reject such changes, failing which the changes will become effective as stated in the notice.

Türkiye

Our Data Controller Representative in Türkiye is Özdağıştanlı Ekici Avukatlık Ortaklığı for the purpose of compliance with Turkish Law on Personal Data Protection Law (“**DPL**”) and its secondary regulations can be contacted at tencent@iptech-legal.com. Please include the word “Türkiye” in the subject line of your email.

Our Service is not intended for children. Children must not use the Service for any purpose. We will not knowingly allow anyone under 18 to register for our Services and/or provide any personal identification information. We will ask for parental consent for children under age 18 for any processing of their personal data.

With respect to the section “How We Use Your Personal Information”, for the purposes of Türkiye the column “Legal Basis for Processing” shall be deemed to be amended such that the purposes for processing personal information for Türkiye shall be Art. 5/2 c and Art 5/2 f of the Law on Protection of Personal Data w. no 6698.

Your personal data can be transferred and stored into servers located in Türkiye or abroad with your consent.

The paragraph headed “*The Security of Your Personal Information*” in the Tencent Cloud Privacy Policy is inapplicable with respect to personal data collected in Türkiye.

You have legal rights, which are set forth in Article 11 of the DPL, in relation to the personal information data we hold about you. As a Turkish data subject, you may have right to apply to the data controller and (and to the extent permitted under applicable laws and regulations):

learn whether or not your personal data has been processed;

request information about processing if your personal data has been processed;

learn the purpose of processing of your personal data and whether your data is being processed in line with that purpose

know the third parties in the country or abroad to whom personal data has been transferred;

request rectification in the event personal data is incomplete or inaccurate;

request deletion or destruction of personal data within the framework of the conditions set forth under Article 7 of the Law on Protection of Personal Data Protection (Türkiye);

object to automatic processing of data and seek certain remedies in accordance with the Personal Data Protection Law (Türkiye).

These rights are not absolute.

UAE

Our Service is not intended for children. Children must not use the Service for any purpose. We will not knowingly allow anyone under 21 to register for our Services and/or provide any personal identification information. A user under 21 will need to obtain the relevant court order to use the Services.

We may voluntarily report a cyber-security incident where it constitutes a crime under UAE law (e.g. under the UAE Cybercrime Law). The incident can be reported to the relevant authorities for the purpose of investigations. Please note also that voluntary reporting of a cyber-security incident can also be made to the UAE Computer Emergency Response Team (“CERT”). CERT is a security awareness organisation that provides a process for logging incidents and advising on known cyber security threats in the UAE.

VIETNAM

By accepting this Privacy Policy, you expressly agree and authorize us to collect, use, store, and process your personal information, including, lawfully disclosing and transferring it to third parties, as described in this Privacy Policy.

We maintain international standards and security practices for data protection. When your personal information is transferred within or outside your jurisdiction of residence, it will be subject to the same or higher levels of security practices and data protection by the recipient entity as adhered to by us.

Where we permit any third parties to collect and use your personal information, we shall take reasonable measures to ensure that the third parties do not further disclose the personal information.

Your personal information, if required to be disclosed to the law enforcement agencies, public authorities or other judicial bodies and organisations, it will be disclosed upon receipt of written request from such organizations.

Your Rights

You have the right to access, correct, and erase the personal information we hold about you. You also have the right to withdraw your earlier provided consent to collect, store, process, use and disclose your personal information and to request us to stop providing your personal information to a third party.

PRC Addendum

The terms of this Addendum apply to the processing of your personal information if you select China Mainland (excluding Hong Kong SAR, Macau SAR and Taiwan, the same below) as a Service Region when using the Services. Please refer to the Tencent Cloud International Privacy Policy for more details on the general conditions of using the Services outside of China Mainland. Tencent Cloud Computing (Beijing) Co., Ltd. ("**Tencent Cloud (PRC)**", "**we**", "**us**" and "**our**" for the purposes of this Addendum) provides the Services in the China Mainland region. We will process your personal information in accordance with the laws and regulations of China Mainland and relevant requirements of government authorities.

In this Addendum, "**Services**" refers to the Tencent Cloud services offered by Tencent Cloud (PRC) when China Mainland is selected as the Service Region.

By using the Services, you (a) shall ensure that any personal information collected and used by you is done so in accordance with the law and that you do not and have not infringed the legal rights of any person or entity in any way; (b) guarantee that you have the right to use the Services to store, transmit, analyze, distribute or otherwise process personal information; (c) understand and agree that the PRC may have relevant regulations on data storage and export and before you use the Services to store or transmit personal information, you should comply with the applicable laws and regulations of the PRC to conduct full and necessary assessment and approval to ensure compliance with relevant regulations; and (d) consent to the processing of your personal information by Tencent Cloud (PRC) in accordance with the terms of this Addendum.

Your Personal Information

We may collect your personal information by the following means:

- (1) when you voluntarily provide, or provide on behalf of your authorized persons, information to us when using the Services, such as by filling out a form or uploading information to the Services;
- (2) through our employees or partners (such as your service provider) when they submit information that is provided by you and submitted to us on your behalf, for example, when you engage a specific service provider to fill in and upload your information in the Tencent Cloud (PRC) system; and
- (3) automatically through your interactions with us and your use of the Services, for example, we record your login time when you log in to your Tencent Cloud account and your operational and usage records when you use specific Services.

The types of personal information we collect:

- (1) Personal information that you provide for real-name authentication purposes. Depending on the type of real-name authentication that you choose, personal information collected may include your name, ID card, business license, corporate bank account number, mailing address, industry information, cell phone number, facial recognition information and contact information. Real-name authentication is necessary for our assessment of your account

ownership. For the safety of your account, please make sure that you choose the authentication method carefully and submit legal, real and valid information. The Services in China Mainland are available for real-name authenticated users only. If you are not authenticated, you will not be able to use the Services with China Mainland selected as the Service Region.

(2) Information related to your login, use of and interaction with the Services, including:

Operation records. We collect operation records of your use of the Services and related information, such as user ID, operation time, object information (resource ID generated from the product(s) you use, region, relevant Tencent Cloud (PRC) product/service), IP address, browser type, language used, device model, operating system version and web browsing and retrieval records only in relation to your use of the Service, etc.

Contract information. If you need to apply for offline delivery of a product or if you need to conduct product testing, we need to collect information such as contact person, contact information, address, invoicing information, order information, etc., to fulfill the contract.

Other information, such as work order records relating to the Services, consultation and communication records with our customer support teams.

The above information is collected in order for us to provide the Services and to ensure its quality.

We process personal information for the following purposes and in accordance with relevant laws and regulations:

In order to provide you with the Services, we use the collected information for the following purposes, subject to the relevant laws and regulations:

(1) providing the Services to you;

(2) meeting your personalized needs as per your instructions when using the Services. For example, language settings, location settings, personalized help services and instructions, or otherwise respond to you and other users;

(3) service optimization and development. For example, we may optimize our Services in response to improve the quality of the Services provided to you;

(4) protecting the security and integrity of the Services and the interests of Tencent Cloud (PRC), other Tencent Cloud (PRC) users and Tencent Cloud (PRC)'s partners. For example, we will use your information for identity verification, security incident prevention, fraud monitoring and detection, and assessment of the security status of your account.

For example, when you use security features or other similar services, we will detect malicious programs or viruses, or identify fraudulent information for you. For example, when dealing with related disputes and complaints, we provide relevant information to the relevant parties in order to better facilitate the handling and resolution of disputes and complaints, etc.;

(5) pushing relevant business news (such as financial news, product news, Tencent Cloud (PRC) news, etc.) and commercial advertisements to you. For example, Tencent Cloud International may push commercial advertisements to you by SMS, telephone, email and any other means at your cell phone number, email address and other contact information to publicize and promote Tencent Cloud (PRC) services or other services on the Tencent Cloud (PRC) platform, only with your consent;

(6) providing you with Services that are more relevant to you. For example, based on the statistics and analysis of your information which we conduct or the statistics and analysis of other Tencent Cloud user data, we will provide you with

similar functions or services that may be of interest to you, etc.;

(7) inviting you to participate in surveys about our products and services, only with your consent;

(8) analyzing the data of Tencent Cloud (PRC) users' use of the Services in order to form statistic user reports, business analysis and other information (collectively, "Statistics"), and share, publish and display them within or outside Tencent Cloud (PRC). We will ensure that the Statistics are aggregated, anonymized and will not involve information that can identify specific users.

Except as specified above otherwise, we process your personal information by relying on contract necessity as a legal basis.

Transfer, Location and Retention of Personal Information

We will not share your personal information with any unrelated third party without your consent, except in the circumstances specified in the section "How We Disclose and Store Your Personal Information" in this Privacy Policy. We will not publicly disclose your personal information, and if we have to make public disclosure thereof, we will inform you of the purpose of the same, the type of information disclosed and the sensitive information that may be disclosed, and obtain your express consent.

In addition, in accordance with relevant laws and regulations and national standards in China Mainland, we may share, transfer, and publicly disclose personal information without your prior authorized consent in the following cases:

it directly relates to national security, national defense security;

it directly relates to public safety, public health, and significant public interests;

it directly relates to crime investigation, prosecution, trial and enforcement of judgments, etc.;

for the purpose of safeguarding the life, property and other significant legitimate rights and interests of the subject of personal information or other individuals but where it is difficult to obtain the consent of the individual;

where the subject of personal information discloses personal information to the public by himself/herself; and

where personal information is collected from lawfully publicly available information, such as lawful news reports, government information disclosure and other sources.

In order to enhance your user experience, such as to optimize advertising effects, we need to share information that has been anonymized or de-identified with third-party partners, etc., and we require such partners to strictly comply with our measures and requirements regarding data privacy protection, including but not limited to processing in accordance with data protection agreements, undertakings and relevant data processing policies, to avoid identification of individuals and to safeguard privacy.

Our server for storing your personal information in respect of the Services is located in China Mainland.

Retention of Personal Information

We generally retain your information only for the duration of the Services provided to you, and the retention period does not exceed the period necessary to fulfill the relevant purpose of use. However, we may need to retain your information or part of it for a longer period of time in the following circumstances, and only for the following purposes:

to comply with applicable laws and regulations and other relevant provisions;

to comply with court decisions, rulings or other legal process requirements;

to comply with the requirements of the relevant administrative, judicial or other competent authorities; and

as reasonably necessary to enforce the relevant service agreement or this statement, to deal with complaints/disputes, or to protect the personal and property safety or legitimate interests of others.

Data Subject Rights

You may, by yourself at the control menu, or contact us at the contact information disclosed in this Addendum to, access, modify and delete your personal information. However, subject to technical logic, legal and regulatory requirements, information security and other legitimate reasons, some of your information may not be accessed, modified and deleted. We will collect, use and store your information in accordance with the requirements of laws and regulations. If we collect, use or store your information in violation of laws and regulations, we will correct or delete it. If the information we collect and store about you is incorrect and you are unable to correct it yourself, you may request us to correct it.

Contact Us

If you have any question about this Addendum or anything relating to processing of personal information, you may contact us at dataprivacy@tencent.com or the address at Data Privacy Protection Department, Tencent Building of Binhai , 33 Haitian 2nd Road, Nanshan District, Shenzhen, Guangdong Province 518054, China. We will review the issue as soon as possible and respond within fifteen days of receipt of your question.

MODULES

The following Modules shall apply and form part of this privacy policy if you use the specific Feature (as defined in each relevant Module). You acknowledge we will collect, process, use and store your personal information, as described in the applicable Module:

1. [Tencent Push Notification Service](#).
2. [Anti-Cheat Expert](#).
3. [Web Application Firewall](#).
4. [Game Multimedia Engine](#).
5. [Anti-DDoS](#).
6. [Face Recognition](#).
7. [StreamLive](#).
8. [StreamPackage](#).
9. [Cloud Object Storage](#).
10. [Cloud Native Database TDSQL-C](#).
11. [Tencent Cloud Elastic Microservice](#).
12. [TencentDB for CTSDB](#).
13. [Private DNS](#).
14. [TencentDB for Tendis](#).
15. [Database Management Center](#).
16. [Tencent Cloud Weiling](#).
17. [Event Bridge](#).
18. [TencentCloud Lighthouse](#).

19. [Instant Messaging](#).
20. [Edge Computing Machine](#).
21. [Data Security Center](#).
22. [Tencent Cloud TI Platform](#).
23. [Cloud Data Warehouse](#).
24. [Vulnerability Scan Service](#).
25. [IoT Hub](#).
26. [CODING Code Repositories](#).
27. [CODING Project Management](#).
28. [CODING Test Management](#).
29. [CODING Continuous Integration](#).
30. [CODING Artifact Repositories](#).
31. [CODING Continuous Deployment](#).
32. [Tencent Distributed Message Queue](#).
33. [Risk Control Engine](#).
34. [TencentCloud EdgeOne](#).
35. [eKYC](#).
36. [Tencent Managed Service for Prometheus](#).
37. [Video on Demand](#).
38. [Tencent Cloud Automation Tools](#).
39. [Cloud Streaming Services](#).
40. [HTTPDNS](#).
41. [Text To Speech](#).
42. [Automatic Speech Recognition](#).
43. [Tencent Effect SDK](#).
44. [TencentCloud Managed Service for Grafana](#).
45. [Tencent Real-Time Communication](#).
46. [Real User Monitoring](#).
47. [Customer Identity and Access Management](#).
48. [Penetration Test Service](#).
49. [Cloud Application Rendering](#).
50. [Captcha](#).
51. [OCR](#).
52. [Tencent Machine Translation](#).
53. [Video Moderation System](#).
54. [Audio Moderation System](#).
55. [Image Moderation System](#).
56. [Text Moderation System](#).

- 57.[Tencent Cloud Mesh](#).
- 58.[Cloud Data Warehouse for PostgreSQL](#).
- 59.[Data Lake Compute](#).
- 60.[Tencent Cloud Firewall](#).
- 61.[Tencent Ecard](#).
- 62.[User Generated Short Video SDK](#).
- 63.[Application Performance Management](#).
- 64.[BM Cloud Physical Machine](#).
- 65.[Key Management Service](#).
- 66.[App Flow](#).
- 67.[Low-code Interactive Classroom](#).
- 68.[Tencent Container Security Service](#).
- 69.[Cloud Automated Testing](#).
- 70.[Cloud Log Service](#).
- 71.[Tencent Interactive Whiteboard](#).
- 72.[Bastion Host](#).
- 73.[Cloud Dedicated Zone](#).
- 74.[Player SDK](#).
- 75.[Control Center](#).
- 76.[Tencent Cloud Enterprise Drive](#).
- 77.[VOD on EdgeOne](#).
- 78.[Intelligent Music Platform](#).
- 79.[Media Processing Service](#).
- 80.[Cloud Contact Center](#).
- 81.[Global Application Acceleration Platform](#).
- 82.[Tencent Cloud TCHouse-D](#)

Revision History

- [Privacy Policy](#)(version1.0)
- [Privacy Policy](#)(version2.0)
- [Privacy Policy](#)(version3.0)
- [Privacy Policy](#)(version4.0)
- [Privacy Policy](#)(version5.0)
- [Privacy Policy](#)(version6.0)
- [Privacy Policy](#)(version7.0)

[Privacy Policy](#)(version8.0)

[Privacy Policy](#)(version9.0)

[Privacy Policy](#)(version10.0)

Data Processing and Security Agreement

Last updated : 2024-07-18 17:17:52

To the extent that there is any conflict between this Data Processing and Security Addendum (“**DPSA**”) and the [Terms of Service](#) (and any documents or policies incorporated by reference therein, save for this DPSA), this DPSA will prevail.

1. Definitions

Except to the extent defined below, capitalized terms shall have the meaning given to them in the Terms of Service.

“**Administrative Information**” refers to personal information that Organisation provides to Tencent Cloud to set up and manage Organisation’s account and the Services, and any personal information generated in connection with Organisation’s use of the Services;

“**Applicable Law**” means any of the following, in any jurisdiction, to the extent that it applies to a party:

- a. any statute, directive, order, enactment, regulation, bylaw, ordinance or subordinate legislation in force from time to time;
- b. the common law and the law of equity;
- c. any binding court order, judgment or decree;
- d. any applicable industry code, policy or standard enforceable by law; and
- e. any applicable direction, statement of practice, policy, rule or order that is set out by a competent regulatory authority that is binding on the parties;

“**Content**” refers to any data, including Personal Data, that Organisation submits, uploads, transmits or displays while using the Services;

“**Controller**” refers to a person who either alone or jointly in common with one or more other persons controls the collection, holding, processing or use of Personal Data, including as applicable any “business” as that term is defined by the CCPA;

“**Controller-Processor Transfer Clauses**” means:

- a. in the case of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, as amended, updated or replaced from time to time; and
- b. in the case of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to data processors established in third countries set out in the Commission Decision the Commission Decision 2021/914 of 4 June 2021, specifically including Module 2 (Controller to Processor), as amended, updated or

replaced from time to time;

which are both hereby incorporated and form part of this DPSA, and:

if applicable, for the purposes of Annex I.A. of the Controller-Processor Transfer Clauses, the Organisation is the Controller and Tencent is the Processor and the name, address, contact person's details and relevant activities for each of them is set out in Appendix 1 (Processing Details);

for the purposes of Annex I of the Controller-Processor Transfer Clauses, the parties and processing details set out in Appendix 1 (Processing Details) shall apply;

for the purposes of Annex II of the Controller-Processor Transfer Clauses, the technical and organisational security measures set out in Appendix 2 (Technical and Organisational Security Measures) shall apply; and

for the purposes of the Controller-Processor Transfer Clauses: (i) for Clause 9, Option 2 (General Written Authorization) is deemed to be selected and the notice period specified in clause 8.2 of this DPSA shall apply; (ii) for Clause 11(a), the optional wording in relation to independent dispute resolution is deemed to be omitted; (iii) for Clause 13 and Annex I.C, the competent Supervisory Authority shall be the supervisory authority of the EU member state where: (a) the Organisation is established in the EEA, or if not applicable; (b) where the Organisation's representative is established in the EEA, or if not applicable; (c) where the Data Subjects whose Personal Data is transferred under this DPSA are located in the EEA; (iv) for Clause 17, Option 2 is deemed to be selected and to the extent required the governing law shall be as separately agreed between the parties; and (v) for the purposes of Clause 18, the competent courts shall be the competent courts of the EU member state where (a) the Organisation is established in the EEA, or if not applicable; (b) the Organisation's representative is established in the EEA, or if not applicable; (iii) the Data Subjects whose Personal Data is transferred under this DPSA are located in the EEA.

"Data Breach" refers to any misuse, interference with, loss of, improper, unauthorized, unlawful access to, use of, modification or disclosure of Content that is Processed by Tencent in connection with the Terms of Service;

"Data Protection Laws" refers to the data protection law(s) applicable in respect of the collection, storage, processing, transfer, disclosure, and use of any Content in connection with the Services, including (without limitation) the U.S. Privacy Laws, the e-Privacy Directive, the e-Privacy Regulation (once it takes effect), the GDPR and the UK GDPR, in addition to any law which implements the e-Privacy Directive, the e-Privacy Regulation (once it takes effect), the GDPR and the UK GDPR (which for the avoidance of doubt is the UK Data Protection Act 2018), in each case as amended, consolidated, re-enacted or replaced from time to time;

"Data Subject" has the meaning given to that term or other analogous term (such as 'consumer' in the case of the CCPA) in Data Protection Laws;

"e-Privacy Directive" refers to Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the Processing of Personal Data and the protection of privacy in the electronic communications sector;

"e-Privacy Regulation" refers to Regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications and repealing Directive 2002/58/EC (Regulation on Privacy and Electronic Communications)

"EEA" refers to the European Economic Area;

"EEA/UK Personal Data" refers to Content which is Personal Data of a Data Subject that is located in the EEA or the UK;

“**GDPR**” refers to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data;

“**Jurisdiction-Specific Requirements**” refers to the specific requirements for Processing Personal Data that apply in certain jurisdictions, as set out under clause 10 (Jurisdiction-Specific Requirements);

“**Organisation**” refers to the entity or legal person that has entered into the Terms of Service;

“**Lawful Export Measure**” means a method allowing for the lawful transfer of Personal Data from a data exporter to a data importer, as may be stipulated by Data Protection Laws or a Supervisory Authority from time to time, and which may include (depending upon the Applicable Laws) model transfer terms prescribed by Data Protection Laws; or prior registration, licensing or permission from a Supervisory Authority;

“**Personal Data**” has the meaning given to such term or other analogous term in Data Protection Laws that Tencent processes under the Agreement to provide the Services;

“**Privacy Policy**” refers to the policy located at [Privacy Policy](#), as updated and notified to Organisation from time to time;

“**Processing**” has the meaning given to such term or other analogous term in Data Protection Laws, and “Process” and “Processed” shall be construed accordingly;

“**Processor**” refers to a person who Processes Personal Data on behalf of one or more Controller(s), including as applicable any “service provider” or “contractor” as that term is defined by the CCPA;

“**Processor-Processor Transfer Clauses**” means, as relevant, (i) in respect of transfers of Personal Data subject to the GDPR the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 3 (Processor to Processor); or (ii) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, in each case as in force and as amended, updated or replaced from time-to-time;

“**Services**” shall have the same meaning ascribed to it as in the Terms of Service;

“**Sub-Processor**” refers to any Tencent Affiliate or third party appointed from time to time by Tencent to Process Content on its behalf in accordance with clause 7.4;

“**Supervisory Authority**” refers to a regulatory authority having competent jurisdiction in respect of a Data Protection Law;

“**Tencent**” refers to the contracting entity performing or procuring the Services, as specified in the Terms of Service;

“**Tencent Cloud Portal**” refers to the dashboard made available to Organisation to facilitate management of the Services;

“**Tencent Security Policy**” refers to such reasonable and appropriate technical and organisational measures determined by Tencent from time to time, to protect Personal Data against unauthorized or accidental access, Processing, erasure, loss or use. Such measures will include the measures set out in the Controller-Processor Transfer Clauses (if applicable);

“**Terms of Service**” refers to the terms located at [Terms of Service](#);

“**Third Country**” refers to (i) in relation to Personal Data transfers subject to the GDPR, any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for

Personal Data by the European Commission from time to time; (ii) in relation to Personal Data transfers subject to the UK GDPR, any country outside the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time-to-time; and (iii) in relation to Personal Data transfers that are not subject to either the GDPR or UK GDPR, any country or territory other than those approved as providing adequate protection for Personal Data by the relevant competent authority of such jurisdiction from time to time;

“U.S. Privacy Laws” means the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CCPA”), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act and the Virginia Consumer Data Protection Act;

“UK” refers to the United Kingdom of Great Britain and Northern Ireland; and

“UK GDPR” means the UK General Data Protection Regulation as defined by the UK Data Protection Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

2. Scope of this DPSA

This DPSA applies if you have entered into the Terms of Service for the supply of Services by Tencent. This DPSA applies to the Processing of Content. Personal Data that is Administrative Information is Processed in accordance with the [Privacy Policy](#) and this DPSA shall not apply to the Processing of Administrative Information.

3. Authorisation to Process Personal Data

3.1 The parties acknowledge that in the performance of its obligations under the Terms of Service, Tencent may Process Personal Data in connection with Organisation’s storage of, access to and Processing of Content as part of providing the Services. The purpose of this DPSA is to set out the respective obligations of the parties in relation to such Processing.

3.2 Each party warrants to the other that it will comply with all Data Protection Laws applicable to it in relation to the Personal Data Processed in connection with the Services.

4. Controller and Processor

Tencent and Organisation agree that Organisation is the Controller and Tencent is the Processor in respect of Personal Data Processed under this DPSA.

5. Service Regions

5.1 Subject to clause 5.2, where Organisation has selected a Service Region for the Services, Tencent will Process Personal Data in that Service Region.

5.2 Organisation acknowledges and agrees that Tencent may, for operational, regulatory or other reasons, need to change its Processing locations from time to time, provided that any Processing of Personal Data in a place other than the Organisation's preferred Service Region will be considered a "material change" addressed in accordance with the Terms of Service.

5.3 Organisation acknowledges and agrees that Tencent has appointed and may appoint one or more of its Affiliates or Sub-processors to Process Personal Data in a particular Service Region.

6. Tencent's Obligations

6.1 To the extent that it Processes Personal Data on behalf of Organisation, Tencent will:

a. Process the Personal Data only for the limited and specified purpose of performing the Services, in accordance with the Organisation's written instructions (which shall include the terms of this DPSP and any instructions provided via the Organisation's administrative console), and the Tencent Security Policy, and notify Organisation promptly if it is unable to comply with this DPSP or any of its terms;

b. return or (at the written request of Organisation) securely destroy all Personal Data in its possession (including all back-up copies), unless it is prohibited from doing so by Applicable Laws;

c. promptly notify the Organisation, upon becoming aware, of:

any court order or other legal process or any request or demand by any Supervisory Authority, regulator, official or other government ministry, authority or agent to obtain or access any Personal Data, unless such notification is prohibited by Applicable Law;

Data Breach;

any material complaint, communication or request relating to Tencent's obligations under the Data Protection Laws; and

any instruction received from the Organisation in relation to the Personal Data, which in the discretion of Tencent may breach any Applicable Law, including any Data Protection Law, of the appropriate jurisdiction;

d. ensure that the Personal Data is accessible only to the duly authorized persons engaged by Tencent and, subject to clause 8, accessible only to its Sub-Processors and the personnel of such Sub-Processors who are duly authorized and who need to have access to the Personal Data in order to perform Tencent's obligations under the Terms of Service;

e. ensure that the personnel engaged and duly authorized by it to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and ensure that the same obligations for data protection under this DPSP and the Organisation's instructions are complied with by such persons, taking into account the nature of the Processing;

f. comply with any applicable Jurisdiction-Specific Requirements; and

g. where the laws of the relevant jurisdiction require it:

implement appropriate technical and organisational security measures insofar as is practicable, for the purpose of providing reasonable assistance to the Organisation for the latter to comply with its obligations, including, as appropriate and applicable in the relevant jurisdiction: (i) the pseudonymisation or de-identification of Personal Data; (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;

taking into account the nature of the Processing, assist Organisation by appropriate technical and organisational measures, insofar as this is practicable, for the fulfilment of Organisation's obligation to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Laws;

assist Organisation in ensuring compliance with the obligations to: (i) implement appropriate technical and organisational security measures; (ii) notify (if required) Data Breaches to Supervisory Authorities, the relevant Data Subjects, and other persons required under such Data Protection Laws, in cases where such notification and reporting is required under the relevant Data Protection Laws; and (iii) conduct data protection impact assessments and, if required, prior consultation with Supervisory Authorities; and

promptly notify Organisation in writing upon becoming aware of any improper, unauthorized, or unlawful access to, use of, or disclosure of, Personal Data which is Processed by Tencent under or in connection with this DPSA. Tencent shall be obliged to provide Organisation with all information reasonably necessary for the compliance with Organisation's obligations pursuant to Data Protection Laws.

6.2 Tencent shall notify Organisation if, in its opinion, an instruction of Organisation infringes the Data Protection Laws.

6.3 To the extent Tencent Processes Personal Data in a Third Country that is not subject to the GDPR or UK GDPR (in which case clauses 10.1 to 10.6 shall apply) and is acting as a data importer, Tencent shall, to the extent required by Data Protection Laws, ensure that the transfer of Personal Data is carried out using a Lawful Export Measure. To the extent such Lawful Export Measure requires:

- a. a contract imposing appropriate safeguards on the transfer and processing of such Personal Data (which is not otherwise satisfied by this DPSA);
- b. a description of the Processing of Personal Data contemplated under this DPSA; and
- c. a description of technical and organisational measures to be implemented by the data importer,

the parties agree that the Controller-Processor Transfer Clauses, the description of Processing activities set out in Appendix 1 (Processing Details), and the description of technical and organisational measures set out in Appendix 2 (Technical and Organisational Security Measures), shall apply mutatis mutandis for the benefit of such transfer, and in relation to any onward transfer of the Personal Data by that data importer to another person, the other person shall comply with the same importer obligations.

7. Organisation's Obligations

7.1 Organisation represents, warrants and undertakes to Tencent that throughout the Term that:

- a. the Personal Data under this DPSA has been and will be collected in accordance with the Data Protection Laws, in particular that it has obtained any necessary consents or given any necessary notices, and otherwise has a legitimate ground to disclose the Personal Data to Tencent;
- b. all instructions from Organisation to Tencent will comply with the Data Protection Laws; and
- c. the Personal Data has been and will be Processed in accordance with the Data Protection Laws, including with respect to the transfer of the Personal Data to Tencent.

7.2 Organisation agrees that it will indemnify and hold harmless Tencent on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this clause 7.

7.3 Where Tencent faces an actual or potential claim arising out of or related to any breach of Data Protection Laws relating to Personal Data processed pursuant to this DPSA, Organisation will promptly provide all materials and information reasonably requested by Tencent that is relevant to the defense of such claim.

7.4 If Organisation becomes aware of any actual or suspected Data Breach relating to the Terms of Service or this DPSA, Organisation shall:

- a. take reasonable steps to carry out, within 30 days, an assessment to determine whether the Data Breach is notifiable under the Data Protection Laws and promptly notify Tencent in writing of the results of the assessment;
- b. if Organisation notifies Tencent that it considers the Data Breach to be notifiable under the Data Protection Laws: Organisation shall prepare a draft of any notification statements in respect of the Data Breach required under the Data Protection Laws ("Notification Statements") and provide the draft Notification Statements to Tencent for approval prior to disclosure to the applicable data protection regulators, Data Subjects or any other person;

Tencent shall provide Organisation with notice in writing:

of any changes that Tencent reasonably requires to the draft Notification Statement and Organisation shall incorporate all such changes into the draft Notification Statement; or

that Tencent approves the draft Notification Statement; and

following Tencent's approval of a draft Notification Statement, Organisation must provide a copy of the approved Notification Statement to the relevant Supervisory Authority, Data Subjects and any other person as required under the Data Protection Laws.

8. Appointment of Sub-Processors

8.1 Tencent may authorize any Sub-Processor to Process the Personal Data on its behalf provided that, where (and to the extent) required by Data Protection Laws, Tencent enters into a written agreement with the Sub-Processor containing terms which are substantially the same as those contained in this DPSA. Organisation hereby grants Tencent general written authorisation to engage such Sub-Processors listed at [Third Party Information](#) to Process Personal Data on its behalf, subject to the requirements of this clause 8.

8.2 Tencent shall, to the extent its processing of the Personal Data is subject to Data Protection Laws that require such notification, inform Organisation by email (and via the Tencent Cloud Portal) of any intended changes concerning the addition or replacement of the Sub-Processors. In such a case, Organisation will have fourteen (14) days from the date of receipt of the notice to approve or reject the change. In the event of no response from Organisation, the Sub-Processor will be deemed accepted. If Organisation rejects the replacement sub-processor, Tencent may terminate the Terms of Service with immediate effect on written notice to Organisation.

8.3 In the event that Tencent engages a Sub-Processor for carrying out specific Processing activities on behalf of Organisation, where that Sub-Processor fails to fulfill its data protection obligations, Tencent will remain fully liable under the Data Protection Laws to Organisation for the performance of that Sub-Processor's obligations.

9. MODULES

The following Modules shall apply and be incorporated by reference into this DPSA if you use the specific Feature (as defined in each relevant Module).

1. [Tencent Push Notification Service](#).
2. [Anti-Cheat Expert](#).
3. [Web Application Firewall](#).
4. [Game Multimedia Engine](#).
5. [Anti-DDoS](#).
6. [Face Recognition](#).
7. [StreamLive](#).
8. [StreamPackage](#).
9. [Cloud Object Storage](#).
10. [Cloud Native Database TDSQL-C](#).
11. [Tencent Cloud Elastic Microservice](#).
12. [TencentDB for CTSDB](#).
13. [Private DNS](#).
14. [Database Audit](#).
15. [TencentDB for Tendis](#).
16. [Database Management Center](#).
17. [Tencent Cloud Weiling](#).
18. [Event Bridge](#).
19. [TencentCloud Lighthouse](#).
20. [Instant Messaging](#).
21. [Edge Computing Machine](#).
22. [Data Security Center](#).
23. [Tencent Cloud TI Platform](#).

24. [Cloud Data Warehouse.](#)
25. [Vulnerability Scan Service.](#)
26. [IoT Hub.](#)
27. [CODING Code Repositories.](#)
28. [CODING Project Management.](#)
29. [CODING Test Management.](#)
30. [CODING Continuous Integration.](#)
31. [CODING Artifact Repositories.](#)
32. [CODING Continuous Deployment.](#)
33. [Tencent Distributed Message Queue.](#)
34. [Risk Control Engine.](#)
35. [TencentCloud EdgeOne.](#)
36. [eKYC.](#)
37. [Tencent Managed Service for Prometheus.](#)
38. [Video on Demand.](#)
39. [Tencent Cloud Automation Tools.](#)
40. [Cloud Streaming Services.](#)
41. [HTTPDNS.](#)
42. [Text To Speech.](#)
43. [Automatic Speech Recognition.](#)
44. [Tencent Effect SDK.](#)
45. [TencentCloud Managed Service for Grafana.](#)
46. [Tencent Real-Time Communication.](#)
47. [Real User Monitoring.](#)
48. [Customer Identity and Access Management.](#)
49. [Penetration Test Service.](#)
50. [Cloud Application Rendering.](#)
51. [Captcha.](#)
52. [OCR.](#)
53. [Tencent Machine Translation.](#)
54. [Video Moderation System.](#)
55. [Audio Moderation System.](#)
56. [Image Moderation System.](#)
57. [Text Moderation System.](#)
58. [Tencent Cloud Mesh.](#)
59. [Cloud Data Warehouse for PostgreSQL.](#)
60. [Data Lake Compute.](#)
61. [Tencent Cloud Firewall.](#)

- 62. [Tencent Ecard](#).
- 63. [User Generated Short Video SDK](#).
- 64. [Application Performance Management](#).
- 65. [BM Cloud Physical Machine](#).
- 66. [Key Management Service](#).
- 67. [App Flow](#).
- 68. [Low-code Interactive Classroom](#).
- 69. [Tencent Container Security Service](#).
- 70. [Cloud Automated Testing](#).
- 71. [Cloud Log Service](#).
- 72. [Tencent Interactive Whiteboard](#).
- 73. [Bastion Host](#).
- 74. [Cloud Workload Protection Platform](#).
- 75. [Tencent Cloud Blockchain RPC](#).
- 76. [Control Center](#).
- 77. [Tencent Cloud Enterprise Drive](#).
- 78. [VOD on EdgeOne](#).
- 79. [Intelligent Music Platform](#).
- 80. [Media Processing Service](#).
- 81. [Cloud Contact Center](#).
- 82. [Global Application Acceleration Platform](#).
- 83. [Tencent Cloud TCHouse-D](#).
- 84. [Tencent Cloud Mini Program Platform](#).

10. Jurisdiction-specific Requirements

EEA and UK

10.1 Organisation acknowledges and agrees that Tencent may, or may appoint an Affiliate or third party Sub-Processor (in accordance with clause 8) to Process the Organisation's EEA/UK Personal Data in a Third Country, provided that it ensures that such Processing takes place in accordance with the requirements of applicable Data Protection Laws.

10.2 To the extent that Tencent Processes EEA/UK Personal Data in a Third Country and is acting as a data importer, Tencent shall comply with the data importer's obligations and Organisation shall comply with the data exporter's obligations as set out in the Controller-Processor Transfer Clauses, which are hereby incorporated into and form part of this DPSA as set out in Appendix 1 (Processing Details) (and Appendix 3 where UK GDPR applies), with the Processing details that comprise Annex 1 to the Controller-Processor Transfer Clauses being those set out in

Appendix 1 (Processing Details), and the technical and organisational measures that comprise Annex 2 to the Controller-Processor Transfer Clauses set out in Appendix 2 (Technical and Organisational Security Measures).

10.3 To the extent of any conflict between the Controller-Processor Transfer Clauses and any other term of this DPSA, the Controller-Processor Transfer Clauses will prevail in relation to any EEA/UK Personal Data.

10.4 For the purposes of the Controller-Processor Transfer Clauses, the following additional provisions will apply:

- a. the parties agree to observe the Controller-Processor Transfer Clauses without modification;
- b. the names and addresses of Organisation and Tencent will be considered to be incorporated into the Controller-Processor Transfer Clauses and for the purposes of the Controller-Processor Transfer Clauses;
- c. Organisation is the data exporter and Tencent, or Tencent's applicable Affiliate, is the data importer as defined in the Controller-Processor Transfer Clauses; and
- d. each party's signature to this DPSA will be considered a signature to the terms contained in the Controller-Processor Transfer Clauses.

10.5 If so required by the laws or regulatory procedures of any jurisdiction, the parties will execute or re-execute the clauses contained in the Controller-Processor Transfer Clauses as a separate document setting out the proposed transfers of Personal Data in such manner as may be required.

10.6 Organisation acknowledges and agrees that Tencent may appoint an Affiliate or third-party Sub-Processor (in accordance with clause 8) to Process the Organisation's EEA/UK Personal Data in a Third Country, in which case: (i) Tencent shall execute Processor-Processor Transfer Clauses, if applicable and available with any relevant Sub-Processor it appoints on behalf of the Organisation; or (ii) if Processor-Processor Transfer Clauses are not applicable and available, the Organisation grants Tencent a mandate to execute the relevant Controller-Processor Transfer Clauses with the Processing details set out in Appendix 1 (Processing Details) (and Appendix 3 where UK GDPR applies) and the technical and organisational measures set out in Appendix 2 (Technical and Organisational Security Measures) applying for the purposes of Appendix 1 and Appendix 2 of the Processor-Processor Transfer Clauses respectively with any relevant Sub-Processor it appoints on behalf of the Organisation.

South Korea

10.7 If and to the extent that the Tencent Security Policy is insufficient to meet the applicable requirements under Korean privacy laws and regulations, Tencent will take additional measures from time to time to comply with such requirements (as applicable to an overseas transferee of Personal Data), including:

- a. Articles 28 and 63 of the Act on the Promotion of Utilisation of Information and Communications Networks and the Protection of Information (the "ICT Networks Act");
- b. Articles 15 and 67 of the Enforcement Decree promulgated under the ICT Networks Act;
- c. the Guidelines for Technical and Administrative Measures for the Protection of Personal Information (issued by the Korea Communications Commission);
- d. Article 29 of the Personal Information Protection Act (the "PIPA");
- e. Article 30 of the Enforcement Decree promulgated under the PIPA; and
- f. the Guidelines for Security Measures for the Safety of Personal Information (issued by the Ministry of Interior and Safety), as the foregoing may be amended and/or supplemented from time to time.

10.8 Tencent will:

- a. use the Personal Data only for the purpose of and within the scope of entrusted work;
- b. agree to be subject to the training and supervision by Organisation of Tencent's handling of the Personal Data; and
- c. agree to be subject to the supervision and audit by relevant regulatory authorities.

10.9 Tencent will compensate Organisation and any relevant Data Subjects for any and all damages, liabilities, costs and expenses arising out of any breach of Tencent's obligations under this DPSA or under Korean data protection laws.

U.S. Privacy Laws**10.10** To the extent required by applicable U.S. Privacy Laws, and upon reasonable written request or notice:

- a. The Organisation may take reasonable and appropriate steps to ensure that Tencent uses the Personal Data in a manner consistent with the Organisation's obligations under the applicable U.S. Privacy Laws;
- b. To the extent Organisation reasonably believe Tencent is using Personal Data in violation of applicable U.S. Privacy Laws, the Organisation may take reasonable and appropriate steps to stop and remediate such unauthorized use;
- c. Tencent shall make available to the Organisation information in Tencent's possession that is necessary to demonstrate Tencent's compliance with its obligations under the U.S. Privacy Laws.
- d. Tencent shall allow and cooperate with reasonable annual assessments by the Organisation, or the Organisation's designated auditor, at Organisation's expense and only after the parties come to an agreement on the scope of the assessment, of Tencent's compliance with its obligations under the applicable U.S. Privacy Laws. Alternatively, Tencent may arrange for a qualified and independent auditor to conduct an assessment of Tencent's policies and technical and organizational measures in support of its obligations under the applicable U.S. Privacy Laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Tencent shall provide a report of such assessment to the Organisation upon reasonable request.

10.11 The Parties shall, taking into account the context of the Processing, implement appropriate technical and organizational measures designed to provide a level of security appropriate to the risk and establish a clear allocation of the responsibilities between them to implement such measures. To the extent required by applicable U.S. Privacy Laws, Tencent shall provide the same level of privacy protection as is required by such laws.

10.12 Tencent is prohibited from:

- a. Selling and Sharing the Personal Data;
- b. retaining, using or disclosing the Personal Data for any purpose other than for the specific purpose of performing the Services;
- c. retaining, using or disclosing the Personal Data outside of the direct business relationship between Tencent the Organisation; and
- d. combining the Personal Data received from, or on behalf of, the Organisation with any Personal Data that may be

collected from Tencent's separate interactions with the individual(s) to whom the Personal Data relates or from any other sources, except to the extent permitted by U.S. Privacy Laws. For the purposes of this U.S. Privacy Law section, "Sell", "Share" and other analogous term shall have the meanings given to them in the U.S. Privacy Laws.

Macau

10.13 The appointment of Tencent as Processor, as well as the appointment of sub-processors where (and to the extent) permitted in this DPSA, shall be notified by the Organisation to the local data protection office (GPDP - Gabinete para a Protecção de Dados Pessoais).

10.14 Tencent shall have the right to reasonably request the Organisation provide evidence of compliance with an instruction under the relevant the Macau data protection laws, including such notification under section 10.1 above.

10.15 Organisation shall expressly inform Tencent, in writing, in case of processing of sensitive data, as defined in article 7 of the Macau Data Protection Law (Law n. 8/2005), and shall ensure compliance with the particular requirements provided for under Macau data protection law for the processing of such data.

Appendix 1

Processing details

A. List of parties

Data exporter

The data exporter is the Organisation as defined in the Terms of Service. The address of the data exporter is as defined in the Terms of Service.

The contact person's name, position and contact details of the data exporter is as defined in the Terms of Service.

The data exporter has engaged the data importer to provide online services as described in the Terms of Service.

The data exporter is the controller.

Data importer

The data importer is Tencent, as defined in the Terms of Service. The address of the data importer is as defined in the Terms of Service.

The contact person's name, position and contact details of the data importer is as defined in the Terms of Service.

The data importer has been engaged by the data exporter to provide certain online services as described in the Terms of Service.

The data importer is the processor.

B. Description of transfer

Categories of data subjects whose personal data is transferred

Data Subjects whose Personal Data is controlled or made available by Organisation as Content.

Categories of personal data transferred

The Content uploaded by Organisation, or as notified by Organisation to Tencent from time to time.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The Content uploaded by the Organisation, or as notified by Organisation to Tencent from time to time.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous.

Nature of the processing.

Tencent will process the personal data in support of the Services performed for Organisation.

Purpose(s) of the data transfer and further processing

Transfer and processing necessary to allow Tencent to perform the Services and its obligations under the Terms of Service.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the Terms of Service.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As above.

C. COMPETENT SUPERVISORY AUTHORITY

Autoriteit Persoonsgegevens (the Netherlands).

Appendix 2

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content.

This program includes the following:

Data security. We have designed and implemented the following measures to protect customer's data against unauthorized access:

standards for data categorisation and classification;

a set of authentication and access control capabilities at the physical, network, system and application levels; and

a mechanism for detecting big data-based abnormal behaviour.

Network security. We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.

Physical and environmental security. Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centers based on relevant regional security requirements. An access control matrix is established, based on the types of data center personnel and their respective access privileges, to ensure effective management and control of access and operations by data center personnel.

Incident management. We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.

Compliance with standards. We comply with the standards listed in our Compliance Center page, and as updated from time to time.

Appendix 3

INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

PART 1: TABLES

TABLE 1: PARTIES

Start date	See effective date of the DPSA	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	See Appendix 1 to the DPSA	
Key Contact	See Appendix 1 to the DPSA	

TABLE 2: SELECTED SCCS, MODULES AND SELECTED CLAUSES

Addendum EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (Module 2)
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TABLE 3: APPENDIX INFORMATION

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: **See Appendix 1 of the DPSA**

Annex 1B: Description of Transfer: **See Appendix 1 of the DPSA**

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: **See Appendix 2 of the DPSA**

Annex III: List of Sub processors (Modules 2 and 3 only): **See Section 8 of the DPSA**

TABLE 4: ENDING THIS ADDENDUM WHEN THE APPROVED ADDENDUM CHANGES

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19:Importer
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PART 2: MANDATORY CLAUSES

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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Customer Security Assessment Policy and Guidelines

Last updated : 2021-08-20 17:59:25

Within the term of products and services purchased by you from Tencent Cloud, you may conduct a security assessment on the code, data, applications and components you deploy on Tencent Cloud. The security assessment includes, but is not limited to, vulnerability scans, penetration tests, stress tests and vulnerability mining (same for the full text). If you intend to proceed with the security assessment, your consent to and compliance with the following policy and guidelines (hereinafter referred to as these “Guidelines”) shall be required:

- 1.You shall not perform any security assessment on the infrastructure, platform, products or services of Tencent Cloud, including but not limited to servers, database systems and underlying applications, etc.
- 2.If you found any security vulnerability relating to the infrastructure, platform, products or services of Tencent Cloud in the course of your security assessment, please contact the Tencent Cloud security team (cloud_sec@tencent.com) immediately. You shall not disclose all or part of the information relating to such vulnerability to the public nor provide it to any third parties.
- 3.In conducting the security assessment, you shall not violate these Guidelines, nor perform the assessment beyond the scope of resources you purchase and create through your Tencent Cloud account.
- 4.If you want to carry out a stress test while conducting the security assessment, you shall be required to make an application for the test to the Tencent Cloud security team (cloud_sec@tencent.com). When making the application, a complete stress test proposal shall be submitted and such stress test shall be performed only after the application is approved. The stress test must be carried out in strict compliance with the stress test proposal during the test.
- 5.If a phishing test (i.e. sending phishing emails, phishing links and phishing documents, etc. to the users of your business) is to be included while conducting the security assessment, you shall conduct the phishing test in compliance with laws and regulations and publicly explain to such users about the act of performing the phishing test and the details of such test following the completion of the assessment so as to avoid any disputes arising from the phishing act. Please be aware that simulated phishing attacks can lead to adverse press and compromise user trust, therefore the group of persons selected for simulated phishing attacks must consent to participating in security and similar assessments. In the event of any complaints from users, disputes or other issues, you shall resolve them on your own and any consequences in connection therewith shall be solely borne by yourself.
- 6.If the procedures involving data, code and other information (including but not limited to the assessment of a disaster recovery emergency plan and destructive data or code test, etc.) are to be carried out while conducting the security assessment, you shall keep a backup of your data, code and other information properly by yourself and solely bear any consequences as a result therefrom.

7. Prior to the security assessment, you should be aware of any potential risk that may be caused by the security assessment and ensure that you have the lawful right to conduct the security assessment on the targets of such assessment. You shall solely assume all consequences and liabilities arising from the security assessment, and Tencent Cloud shall not be liable for any losses in connection with any loss of information (such as code and data) and any interruption, suspension of or impact on business operations caused by the security assessment.

8. Prior to the security assessment, you should make yourself fully familiar with and observe the provisions of applicable laws and regulations with respect to the relevant tasks, conduct the security assessment in compliance with laws and regulations and observe all requirements under these Guidelines. If you are in breach of any provisions of these Guidelines, laws and regulations and Tencent service agreements, etc., you shall solely take all responsibilities for such breach and be liable to indemnify any third parties such as Tencent Cloud or other Tencent Cloud users against any losses suffered by them arising therefrom. Further, you understand and agree that the consent given to you by Tencent Cloud with respect to the conducting of the stress test and any other security assessments does not indicate that you will be exempt from all liabilities in connection with the stress test and any other security assessments. If a security incident occurs due to your failure to perform the stress test pursuant to the stress test proposal during the test or the third parties such as Tencent Cloud and other Tencent Cloud users are affected by the securities assessments, you shall still be required to take all responsibilities in respect thereof and be liable to indemnify any third parties such as Tencent Cloud and other Tencent Cloud users against any losses suffered by them as a result thereof. Please be mindful that there are regulations in many jurisdictions that make it an offence to engage in certain computer or electronic activities that may compromise security or lead to unlawful access to information. This can include actions perceived to be pre-emptive of computer crimes, such as scanning third party systems. Therefore, you must ensure that any security assessments or penetration tests are conducted only where it is lawful and with any necessary consents from customers.

Acceptable Use Policy

Last updated : 2024-05-06 15:20:42

INTRODUCTION

This Acceptable Use Policy sets out rules of good behaviour applicable to your use of Tencent Cloud. By using Tencent Cloud, you agree to this Policy.

Should you have any questions about, or any person's compliance with, this Policy, please contact us at

cloudlegalenquiries@tencent.com.

Any terms used in this Policy will have the same meaning as the equivalent defined terms in the Tencent Cloud Terms of Service, unless the context requires otherwise.

PROHIBITED ACTIVITIES

You agree not to (and to not allow or cause any person (including any End Users) to) engage in any of the following prohibited activities (or encourage any person to engage in such prohibited activities) on or in relation to Tencent Cloud.

No breach of the Tencent Cloud Terms of Service. You may not use Tencent Cloud in any manner or for any purpose which breaches the Tencent Cloud Terms of Service (including this Policy) or which breaches the terms of service of any other Tencent service or product.

No illegal, harmful or offensive use or content. You may not use Tencent Cloud to:

- violate any applicable laws, regulations, governmental orders or decrees;
- engage in, promote, or encourage any illegal (or potentially illegal) activities;
- send any unsolicited, unauthorised spam, advertising or promotional messages;
- share or publish any other person's personally identifiable information using Tencent Cloud without their express consent;
- create multiple accounts for disruptive or abusive purposes;
- submit, upload, store, transmit, distribute, display or otherwise make available any content (whether displayed publicly or not) which in fact or in our reasonable opinion:
 - violates any applicable laws or regulations;
 - infringes our rights or any third party's rights – including any intellectual property rights, contractual rights, confidentiality rights or privacy rights;
 - creates a risk of loss or damage to any person or property;
 - is fraudulent, false, misleading or deceptive;

harms or exploits, or may harm or exploit any person (whether adult or minor) in any way, including via bullying or harassment, or threats, support, or encouragement of violence;

is hateful, harassing, abusive, promoting bigotry, racially or ethnically offensive, defamatory, humiliating to other people (publicly or otherwise), threatening, profane or otherwise objectionable;

promotes or encourages self-harming; or

is pornographic, sexually explicit, violent or otherwise of a mature nature; or

impersonate any person or misrepresent your affiliation with any person or entity in registering or using an account (including by creating a misrepresentative account name or accessing another user's account) or in making any communications or sharing or publishing any content or information using Tencent Cloud.

No security breach or network abuse. You may not use Tencent Cloud to:

interfere with, or attempt to interfere with, any user's or any other party's access to Tencent Cloud;

disable, interfere with or circumvent any parts of Tencent Cloud;

intentionally distribute viruses, worms, Trojan horses, corrupted files or other malicious code or items;

probe or test the vulnerability of, or otherwise circumvent (or attempt to circumvent) any security features on, Tencent Cloud, our Systems or other users' Systems. **"Systems"** means any network, computer or telecommunication systems;

decompile, reverse compile or reverse engineer any of Tencent Cloud Software, or seek to do any of the foregoing, except to the extent that applicable laws and regulations do not allow us to prevent you from doing this;

interfere with our, any user's or any other party's Systems – including via unauthorised access; interception of data or connections; falsifying the origin of your data or connections; or attacking any Systems in an unauthorised manner (including by "Denial of Service" attacks or broadcast attacks); or

operating any Systems or services on (or that connect to) Tencent Cloud that are prohibited by us, at our sole discretion.

RESTRICTIONS ON YOUR USE OF TENCENT CLOUD SOFTWARE

You may not, and you may not permit any other person (including any End Users) to (except where we expressly permit you to do so):

sub-license, rent, lease or sell Tencent Cloud Software;

use Tencent Cloud Software to gain unauthorised access to any system, account or data;

directly or indirectly charge others for use or access to Tencent Cloud Software;

directly or indirectly suggest our support or endorsement of any product, service or content (including any personal web site);

make Tencent Cloud Software publicly available or available on any network for copying, download or use by any person or persons;

remove, obscure or modify any copyright, trade mark or other proprietary rights notice, marks or indications found in or on Tencent Cloud Software;

misrepresent the source or ownership of Tencent Cloud Software;

copy, reproduce, adapt, modify, translate or create derivate works from Tencent Cloud Software, lend, hire, rent, perform, sub-license, make available to the public, broadcast, distribute, transmit or otherwise use any Licensed Item in whole or in part, or attempt to do any of the foregoing;

attempt to disrupt or interfere with Tencent Cloud Software, including manipulating the legitimate operation of Tencent Cloud Software;

use cheats, exploits, automation software or any unauthorised third party software designed to modify or interfere with Tencent Cloud Software;

disrupt or overburden any computer or server used to offer or support Tencent Cloud Software, or other users' use of Tencent Cloud Software; or

develop any plug-ins, external components, compatibles or interconnection elements or other technology that inter-operate with Tencent Cloud Software, except where we expressly permit you to do so via Tencent Cloud Software.

Where we have granted you such express permission, such use by you of the Tencent Cloud Software will be subject to the Tencent Cloud Terms of Service and any Additional Terms as notified by us to you.

Please note that there may be technological measures in Tencent Cloud Software that are designed to prevent unlicensed or unauthorised use of Tencent Cloud Software or use of Tencent Cloud Software in breach of this Policy. You agree that we may use these measures and that you will not seek to disable or circumvent them in any way.

Please note that there may be technological measures in Tencent Cloud Software that are designed to prevent unlicensed or unauthorised use of Tencent Cloud Software or use of Tencent Cloud Software in breach of this Policy. You agree that we may use these measures and that you will not seek to disable or circumvent them in any way.

PROHIBITED USERS

In addition to any prohibitions as set out in the Tencent Cloud Terms of Use, you may not register for or use Tencent Cloud if:

you are less than 13 years of age; or

we have previously terminated your account and advised you that you may no longer use Tencent Cloud or any of our other services.

BREACH OF THIS POLICY OR MISUSE OF TENCENT CLOUD

We reserve the right, but are not obliged, to investigate any alleged breach of this Policy or misuse of Tencent Cloud. If we anticipate, consider or suspect that your Tencent Cloud account has or may be used for unauthorized, illegal or improper use of any Tencent Cloud services in breach of this Policy, we may at our sole discretion and without notice

to you, take necessary action as we deem appropriate to suspend or terminate your access to Tencent Cloud and/or blocking messages or content from a particular IP address or domain.

We may suspend or terminate any user's use of or access to Tencent Cloud in accordance with the Tencent Cloud Terms of Service. In addition, and to the extent not already allowed by the Tencent Cloud Terms of Service, we may report any activity that violates (or may violate) any applicable laws or regulations to appropriate law enforcement or regulatory authorities or other appropriate third parties, and cooperate with such authorities or third parties in any related investigations. Such cooperation may include disclosing:

Your Content in accordance with the Tencent Cloud Terms of Service;

any Tencent Cloud-related information that relates to the alleged breach of this Policy or misuse of Tencent Cloud;
and/or

any other information or materials as allowed by the Tencent Cloud Terms of Service.

Copyright Policy

Last updated : 2021-11-25 11:29:13

Tencent Cloud respects the intellectual property rights of others and requires that you do the same when using Tencent Cloud. The [Tencent Cloud Terms of Service](#) (including the [Tencent Cloud Acceptable Use Policy](#)) prohibit you from using Tencent Cloud to infringe the copyrights of any third parties.

If you wish to report any content or material that infringe your intellectual property rights has been uploaded to a Tencent Cloud service, please report the alleged infringement by filling in the [Tencent Cloud International Portal Copyright Complaint Form](#). This will enable us to investigate your infringement complaint quickly and efficiently.

Tencent Cloud will also respond to copyright notifications submitted in accordance with our DMCA-based [Notification Policy](#). If we receive a valid copyright notice related to material uploaded by you, we will forward you a copy of the notice and we may take steps to remove or disable access to the allegedly infringing material, which may include suspending your access to Tencent Cloud. If we receive a valid copyright notice related to material uploaded to your Application by your End User, then we will forward you a copy of the notice and you must act promptly to: (i) forward the notice to the End User responsible for uploading the material and (ii) remove or disable access to the allegedly infringing material . If you fail to respond to any takedown notice promptly, or if we otherwise determine that it is necessary for us to remove or disable access to the allegedly infringing material in order to satisfy legal requirements, then we may take steps to remove or disable access to your Application in its entirety and/or suspend your access to Tencent Cloud. If you believe that the notice is incorrect or that you have the right to use the material at issue, you (or your End User responsible for uploading the material), may respond to the notifying party directly and/or send a counter-notice to Tencent Cloud under Section 512(g)(3) of the Digital Millennium Copyright Act ("DMCA"). If Tencent Cloud determines that you or your End Users, have repeatedly infringed the copyrights of others or repeatedly failed to respond to valid takedown requests in a timely manner, we may terminate your account in appropriate circumstances. Please see our [Notification Policy](#) for more information.

Notification Policy

Last updated : 2021-06-29 16:26:16

Tencent Cloud has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<https://www.copyright.gov/legislation/dmca.pdf>) ("DMCA").

Procedure for Reporting Copyright Infringement

Tencent Cloud responds to copyright notifications submitted in accordance with the DMCA. Section 512 of the DMCA outlines the statutory requirements necessary for formally reporting copyright infringement, as well as providing instructions on how an affected party can appeal a removal by submitting a counter-notice.

If you believe that material or content residing on or accessible through Tencent Cloud infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") at the address listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.
2. Identification of works or materials being infringed; this includes, at a minimum and if applicable, the URL or IP address of the link shown on the site where such material may be found, as well as the reference or link to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL or IP address of the link shown on the site where such reference or link may be found.
3. Contact information about the notifier including address, telephone number and, if available, e-mail address.
4. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; include this statement in the body of the notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

5. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner; include this statement in the body of the notice:

"I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Please contact the Designated Agent at cloud_complaint@tencent.com, with a copy to copyrightnotice@tencent.com, or at:

Tencent Cloud

Attention: Legal Department (Copyright Notification)

2747 Park Blvd.

Palo Alto, CA 94306

In addition to the requirements listed above, it may be helpful to include additional information to allow us to identify the work that you claim has been infringed (e.g., a screenshot or copy of the work or the allegedly infringing material). The more details you include in your notification, the easier it will be for Tencent Cloud to respond to your notice.

Consequences of Sending A DMCA Notice

Tencent Cloud will review your notice for accuracy, validity, and completeness. If we find that it satisfies these requirements, we may take appropriate measures consistent with the DMCA. This includes acting expeditiously to forward the notice to the user associated with the allegedly infringing material and removing or disabling access to the allegedly infringing material. If the person who posted the material believes that the notice is incorrect or that they have the right to use the material at issue, they may send a counter-notice under Section 512(g)(3) of the DMCA. If we receive a counter-notice, we will forward it to you and it is up to you to take further legal action. If you do not respond to a valid counter-notice within 10 business days, we may repost or reinstate access to the material.

Please carefully consider any submission of a notice, particularly if you are unsure whether you own (or are lawfully authorized to use) the relevant material. Under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us or our users, if you knowingly materially misrepresent that material or activity is infringing. So before you send a DMCA notice, make sure that you are the actual copyright holder (or are authorized to act on behalf of the owner), that you have a good-faith belief that the material you are identifying is actually infringing (e.g., that it is not a fair use), and that you understand the repercussions of submitting a false claim.

Procedure for Submitting a Counter-Notice

If you are a user who posted allegedly infringing material and who received notification to that effect from Tencent Cloud, you may elect to send us a counter-notice if you dispute the claim of infringement. Your counter-notice must include the following information:

1. A physical or electronic signature from you or a person authorized to act on your behalf.
2. Identification of the disputed material and the location at which the disputed material appears or appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed, disabled, or identified as infringing as a result of mistake or misidentification.

4. Your contact information, including your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Tencent Cloud may be found, and that you will accept service of process from the person who provided the initial copyright notification or an agent of such person.

Such written notice should be sent to our Designated Agent at cloud_complaint@tencent.com, with a copy to copyrightnotice@tencent.com, or at:

Tencent Cloud

Attention: Legal Department (Copyright Notification)

2747 Park Blvd.

Palo Alto, CA 94306

[Repeat Infringer Policy](#).

Consistent with the requirements of the DMCA and in appropriate circumstances, Tencent Cloud will promptly terminate the accounts of subscribers who repeatedly infringe the copyrights of others.

Service Specific Terms

Last updated : 2022-10-28 10:13:39

Short Message Service Terms of Service

To the extent you wish to receive Short Message Service, such Short Message Service shall be subject to these Short Message Service Terms of Service and the [Tencent Cloud Terms of Service](#).

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Tencent Cloud Terms of Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SHORT MESSAGE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE FOLLOWING TERMS.

1.You shall:

(a) obtain and maintain throughout the Term relevant licences, approvals, permits and certificates and complete all relevant registrations and filings required in connection with your and/or your End User's use of the Short Message Service;

(b) utilize the Short Message Service only in compliance with laws regulating marketing, solicitation, business practices, or telecommunications or electronic communications (“**Telemarketing Laws**”) such as the United States Telephone Consumer Protection Act of 1991 (“**TCPA**”), including as applicable to the use of automatic dialing systems and transmission of SMS text messages;

(c) comply, and cause your End Users to comply, with all applicable laws, regulations, industry codes and practices; and

(d) comply, and cause your End Users to comply, with Tencent's policies, instructions and guidelines in respect of the use of the Short Message Service.

2.You shall not transmit or disseminate, or permit that your End Users transmit or disseminate, any SMS messages or content that is obscene, vulgar, menacing, defamatory, abusive, false, inaccurate, misleading, unlawful, invasive of any person's privacy, hateful, harassing, harmful, or otherwise offensive, inappropriate or violates any rights.

3.You shall not send, or permit your End Users to send any commercial or marketing SMS messages without the recipient's explicit consent. Tencent will, in accordance with the Data Processing and Security Agreement, notify you, upon becoming aware, of any instruction received from you in relation to Personal Data processed on your behalf, which in the discretion of Tencent may breach any applicable laws, including any Data Protection Laws. Tencent shall

have the right to suspend processing, including the right to stop or refuse delivery or receipt of any commercial or marketing SMS messages, under these circumstances.

4. You acknowledge that:

(a) you are solely responsible for any messages transmitted or disseminated through the Short Message Service by you or your End Users;

(b) Tencent does not have any obligation to review, edit or amend any SMS messages or content before it is transmitted or disseminated through the Short Message Service; and

(c) you are solely responsible for compliance with Telemarketing Laws such as the TCPA including, but not limited to, responsibility for obtaining and maintaining such prior consent(s) as may be necessary for the sending of SMS messages in the United States or elsewhere as applicable. Without regard to any caps on liability in the Tencent Cloud Terms of Service, you agree to indemnify and hold harmless Tencent for any claimed or actual violations of Telemarketing Laws such as the TCPA.

(d) Notwithstanding the foregoing, Tencent may, in its discretion, audit any SMS messages transmitted through the Short Message Service by you or your End Users and Tencent may edit, remove or refuse any SMS message or content that, in its discretion, violates these Short Message Service Terms of Service, the Tencent Cloud Terms of Service or applicable laws, regulations, industry codes and practices.

General Service Level Agreement

Last updated : 2023-09-01 15:14:44

1. INTRODUCTION

1.1 This General Service Level Agreement, including the relevant [Service specific Service Level Agreements](#), (collectively, "**SLA**") is incorporated into, and forms part of, the Tencent Cloud [Terms of Service](#) or the Tencent Cloud Master Services Agreement, as applicable, entered into between Tencent and you ("**Agreement**"). This SLA applies separately to each Account using the Services.

1.2 Capitalised terms used but not defined in the SLA will have the meaning given to them in the Agreement.

1.3 Tencent may amend the SLA in accordance with the Agreement.

1.4 If there are any discrepancies between this General Service Level Agreement and the relevant Service specific Service Level Agreement(s), the relevant Service specific Service Level Agreement(s) shall apply.

1.5 In this General Service Level Agreement:

(a) "**Billing Cycle**" means a monthly billing cycle for the Fees during the Term;

(b) "**Compensation**" means the compensation as set out in the relevant Service specific Service Level Agreement; and

(c) "**Service Levels**" means the service standard or service availability set out in the relevant Service specific Service Level Agreement.

2. SERVICE LEVELS AND SERVICE CREDITS

Unless otherwise stated in a relevant Service specific Service Level Agreement:

2.1 Tencent will use reasonable efforts to make Service available in accordance with the Service specific Service Level Agreement. If Tencent Cloud does not meet a Service Level during the relevant calendar month (an "**Incident**"), then (subject to the terms and conditions of the Agreement and the relevant Service specific Service Level Agreement) you are eligible to receive Compensation.

2.2 All Service Levels will be calculated on a per-account, per-complete calendar month basis. Service Levels will not be calculated, and no Compensation will be due, for any non-complete calendar month (i.e. if you do not purchase a particular Service for a complete calendar month, no Compensation is applicable in relation to that Service for that non-complete calendar month).

2.3 Compensation is calculated as a percentage of the total Fees paid by you to Tencent in respect of the relevant Service provided under the Agreement during the relevant calendar month in which the Service Level was calculated.

2.4 Any Compensation provided to you:

(a) will only be applied against future payments of Fees due from your account to Tencent for the relevant Service that is subject of the relevant Incident;

(b) unless otherwise expressly set out in the Agreement, will be your sole and exclusive remedy for:

(i) Tencent's failure to meet the applicable Service Level; and

(ii) any unavailability of, loss of performance or functionality of, or other failure by Tencent to provide the relevant Services (or any part of Tencent Cloud); and

(c) will not entitle you to any other refund or payment from Tencent or to unilaterally withhold payment of any Fees or other amounts owing to Tencent.

2.5 The Compensation provided to you (pursuant to the relevant Service specific Service Level Agreement and pursuant to all applicable Service Levels) for any particular Service in any given calendar month will not, under any circumstance, exceed the Fees paid and payable by you for that particular Service in that calendar month.

3. COMPENSATION CLAIMS

Unless otherwise stated in the relevant Service specific Service Level Agreement:

3.1 To receive Compensation for an Incident, you must submit a claim to Tencent (a "**Compensation Claim**"). A Compensation Claim can be submitted via your Account (the "**Compensation Claim Form**").

3.2 To be eligible for Compensation, you must submit a Compensation Claim to Tencent within 60 days of the Incident's commencement date, with all information requested on the Compensation Claim Form being completed by you to Tencent's satisfaction (acting reasonably). Failure by you to provide all necessary information in respect of a Compensation Claim within 60 days of the Incident's commencement date will disqualify you from receiving Compensation.

3.3 Tencent will evaluate each Compensation Claim using information reasonable available to it, and (acting reasonably and in good faith) determine whether Compensation is owed to you for that Compensation Claim. Tencent will use reasonable efforts to complete such evaluation within 60 days of Tencent's receipt of a properly completed Compensation Claim.

3.4 If Tencent determines that Compensation is owed to you for a Compensation Claim, Tencent will apply the Compensation as a deduction to the Fees payable by you in the next Billing Cycle after such determination.

3.5 If more than one Service Level is not met because of an Incident, you may choose only one Service Level under which to make a claim based on that Incident. If you fail to make such a choice, Tencent may in its discretion choose which Service Level default forms the basis for any Compensation.

3.6 Tencent's determination in relation to all Compensation Claims is final and binding.

4. EXCLUSIONS

4.1 Under no circumstances will this SLA, Service Levels or Compensation apply to, and under no circumstances will Tencent be liable for, any performance or availability issues relating to the Services that are due to any one or more of the following (collectively, the "**Exclusions**"):

(a) factors outside of Tencent's reasonable control – for example, due to:

- (i) any event of force majeure (as defined in the Agreement);
- (ii) any equipment, telecommunications or network failure external to Tencent Cloud's data centres, including at your site(s) or in relation to your connections from its site to Tencent Cloud's data centres;
- (iii) any security breaches of Tencent Cloud by third parties, provided that Tencent has implemented and followed appropriate security practices;
- (iv) substantial increase in user traffic that Tencent had no prior notice of and/or had no reasonable control over; or
- (v) any content delivery failure due to non-compliance with local network regulations and/or licensing;

(b) any network, services, hardware or software not provided by Tencent, including:

- (i) any third-party hosting or cloud service; or
 - (ii) any third-party DNS or traffic management service;
- (c) your non-compliance with the Agreement or any instructions concerning the use of the Services after being notified of it by Tencent from time to time – including:
- (i) any failure to comply with the Agreement, including the Data Processing and Security Agreement, Privacy Policy, Acceptable Use Policy or Copyright Policy; or
 - (ii) using the Services in a manner inconsistent with its features and functions – for example, performing operations on, configuring or inputting instructions that are not supported by the Services;

(d) your use of a beta or test version of the Services;

(e) your failure to implement and follow appropriate security practices, including by protecting any of your Account login details;

(f) any suspension or termination by Tencent of your use of or access to your Account or the Services in accordance with the Agreement;

(g) planned or unplanned maintenance to the Services; or

(h) any other exclusions for specific Service Levels as set out in the relevant Service specific Service Level Agreement(s).

Service Level Agreements

Computing

CVM Service Level Agreement

Last updated : 2020-11-01 11:08:22

In order to use the Tencent Cloud Virtual Machine (“CVM”) service (the “Service”), you should read and comply with this Cloud Virtual Machine Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of CVM closed beta testing. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Virtual Machine (CVM)

CVM means computing capabilities that can be scaled up in the cloud provided to you by Tencent Cloud, which saves you from resource projection and upfront investment required in using traditional servers. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance

Single Instance means one (1) CVM instance, i.e., the unit CVM.

1.3 Total Time of a Single Instance in a Service Month

Total Time of a Single Instance in a Service Month = the total number of days of the Service Month for such Single Instance × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability

When a CVM instance with incoming and outgoing permission rules properly configured fails to communicate with an IP address, neither incoming nor outgoing, via TCP or UDP protocol, and such failure lasts for more than one (1) minute, it will be deemed that the CVM instance is unavailable within such one (1) minute.

1.5 Single Instance Service Downtime Calculated in Minutes

Single Instance Single Service Downtime Calculated in Minutes = the time Instance Unavailability is fixed – the time Instance Unavailability starts. The Single Instance Single Service Downtime is calculated in minutes. (If the operational failure is fixed within one (1) minute, i.e., the Instance Unavailability lasts for less than one (1) minute, such downtime will not be counted.) A period that is longer than one (1) minute but shorter than two (2) minutes will be counted as two (2) minutes. For example, if the Single Instance Single Service Downtime is one (1) minute and one (1) second, the Single Instance Single Service Downtime Calculated in Minutes would be two (2) minutes.

The Single Instance Service Downtime Calculated in Minutes is the total of Single Instance Single Service Downtime Calculated in Minutes of such instance in a Service Month.

1.6 Instance Unavailability Across Availability Zones in A Single Region

If the user deploys CVM instances in at least two (2) availability zones in the same region (referred to as “**Across Availability Zones in A Single Region**” herein), when all CVM instances in any availability zone in such region become unavailable and certain CVM instance(s) in other availability zone(s) in such region also becomes unavailable, such unavailability of CVM instance(s) in other availability zone(s) in such region will be deemed as Instance Unavailability Across Availability Zones in A Single Region. For example, if the user deploys CVM instances in both Availability Zone A and Availability Zone B in the same region, when certain CVM instance in Availability Zone A becomes unavailable and all CVM instances in Availability Zone B become unavailable, the unavailability of instance in Availability Zone A will be deemed as Instance Unavailability Across Availability Zones in A Single Region.

1.7 Service Downtime Across Availability Zones in A Single Region Calculated in Minutes

Single Service Downtime Across Availability Zones in A Single Region Calculated in Minutes = the time Instance Unavailability Across Availability Zones in A Single Region is fixed – the time Instance Unavailability Across Availability Zones in A Single Region starts. The Single Service Downtime Across Availability Zones in A Single Region is calculated in minutes. (If the operational failure is fixed within one (1) minute, i.e., the Instance Unavailability Across Availability Zones in A Single Region lasts for less than one (1) minute, such downtime will not be counted.) A period that is longer than one (1) minute but shorter than two (2) minutes will be counted as two (2) minutes. For example, if the Single Service Downtime Across Availability Zones in A Single Region is one (1) minute and one (1) second, the Single Service Downtime Across Availability Zones in A Single Region would be two (2) minutes.

The Service Downtime Across Availability Zones in A Single Region Calculated in Minutes is the total of Single Service Downtime Across Availability Zones in A Single Region Calculated in Minutes of such instance in a Service Month.

1.8 Service Month(s)

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated separately for each Service Month.

1.9 Monthly Service Fee

Monthly Service Fee means the aggregate service fees paid by you for a Single Instance in one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Tencent Cloud guarantees two levels of Service Availability for a CVM instance, the **Single Instance Service Availability** and the **Service Availability Across Availability Zones in A Single Region**. Both the Single Instance Service Availability and the Service Availability Across Availability Zones in A Single Region are calculated on the basis of **a single instance**.

(1) Single Instance Service Availability:

Single Instance Service Availability = (Total Minutes of a Single Instance in a Service Month - Single Instance Service Downtime Calculated in Minutes) / Total Minutes of a Single Instance in a Service Month × 100%

(2) Service Availability Across Availability Zones in A Single Region:

Service Availability Across Availability Zones in A Single Region = (Total Minutes of a Single Instance in a Service Month - Service Downtime Across Availability Zones in A Single Region Calculated in Minutes of the Single Instance) / Total Minutes of a Single Instance in a Service Month × 100%

2.2 Service Availability

(1) The Single Instance Service Availability of the Service provided by Tencent Cloud will be **no less than 99.975%**.

You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below. Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be 30 (days) × 24 (hours) × 60 (minutes) × 99.975% = 43189.2 minutes; that is, the Service Downtime of the instance in such month will be 43200 - 43189.2 = 10.8 minutes.

(2) The Service Availability Across Availability Zones in A Single Region of the Service provided by Tencent Cloud will be **no less than 99.995%**. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below. Assuming that a Service Month has thirty (30) days, the total available time of a Single

Instance in such month shall be $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.995\% = 43197.84$ minutes; that is, the Service Downtime Across Availability Zones in A Single Region in such month will be $43200 - 43197.84 = 2.16$ minutes.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the **Single Instance Service Availability** in a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month.**

Single Instance Service Availability in a Service Month	Value of Compensation Voucher
$\geq 99\%$ and $< 99.975\%$	10% of the Monthly Service Fee
$\geq 95\%$ and $< 99\%$	25% of the Monthly Service Fee
$< 95\%$	100% of the Monthly Service Fee

(3) If the **Service Availability Across Availability Zones in A Single Region** in a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month.**

Service Availability Across Availability Zones in A Single Region in a Service Month	Value of Compensation Voucher
$\geq 99\%$ and $< 99.995\%$	10% of the Monthly Service Fee
$\geq 95\%$ and $< 99\%$	25% of the Monthly Service Fee
$< 95\%$	100% of the Monthly Service Fee

(4) If a CVM instance is eligible to compensations according to standards set forth in both Articles 3.1(2) and 3.1(3), whichever is higher shall be applied.

3.2 Time Limit for Compensation Application

(1) If the Single Instance Service Availability or the Service Availability Across Availability Zones in A Single Region in a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure or configuration adjustment of any network or equipment that is not Tencent Cloud facility;

4.2 any hacker attack on a user's application;

4.3 any loss or leak of data, pin or password due to improper maintenance or confidentiality measures of a user;

4.4 any negligence of, or operation authorized by, a user;

4.5 any failure by a user to abide by documentation or suggestions for using Tencent Cloud products, for example, shutting down, restarting, or uninstalling cloud storage of a CVM instance via Tencent Cloud control panel, API, CLI or otherwise;

4.6 any start-up dependence on local disk and data stored herein, which data is removed due to system failure;

4.7 any CVM instance error caused by software installed by a user, any other third-party software or configuration not directly operated by Tencent Cloud;

4.8 any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of

telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control;

4.9 any suspension or termination of servers resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including without limitation the release of a CVM instance open for bidding when the bidding offer of a user is lower than the closing price, and the suspension of service or release of a CVM instance due to a user's delay in payment;

4.10 any temporary downtime of the Service due to normal maintenance or upgrade of CVM by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);

4.11 any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;

4.12 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

CBM Service Level Agreement

Last updated : 2023-08-01 16:35:53

In order to use the Tencent Cloud Bare Metal Service (the “Service” or “CBM”), you shall read and comply with this Tencent Cloud Bare Metal Service Level Agreement (this “Agreement”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of CBM closed beta testing. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Cloud Bare Metal, CBM

CBM means elastic computing capabilities that can be scaled up in the cloud provided to you by Tencent Cloud, which saves you from resource projection and upfront investment of corresponding infrastructure required in using traditional servers. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance

Single Instance means one (1) CBM instance, i.e., the unit CBM.

1.3 Total Minutes of a Single Instance in a Service Month

Total Minutes of a Single Instance in a Service Month = the total number of days of the Service Month for such Single Instance × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability

When a CBM instance with incoming and outgoing permission rules properly configured and in the running status fails to communicate with an IP address, neither incoming nor outgoing, via TCP or UDP protocol, and such failure lasts for more than five (5) minutes, it will be deemed that the CBM instance is unavailable within such five (5) minutes.

1.5 Single Instance Service Downtime Calculated in Minutes

Single Instance Single Service Downtime Calculated in Minutes = the time Instance Unavailability is fixed - the time Instance Unavailability starts. The Single Instance Single Service Downtime is calculated in minutes. (If the operational failure is fixed within five (5) minutes, i.e., the Instance Unavailability lasts for less than five (5) minutes, such period will not be counted as Single Instance Service Downtime.) A period that is longer than five (5) minutes but shorter than six (6) minutes will be counted as six (6) minutes. For example, if the Single Instance Single Service Downtime is five (5) minutes and one (1) second, the Single Instance Single Service Downtime Calculated in Minutes would be six (6) minutes.

The Single Instance Service Downtime Calculated in Minutes is the total of Single Instance Single Service Downtime Calculated in Minutes of such instance in a Service Month.

1.6 Instance Unavailability Across Availability Zones in a Single Region

If the user deploys CBM instances in at least two (2) availability zones in the same region ("**Across Availability Zones in a Single Region**"), when **all CBM instances in any availability zone in such region become unavailable** and certain CBM instance(s) in other availability zone(s) in such region also becomes unavailable, such unavailability of CBM instance(s) in other availability zone(s) in such region will be deemed as Instance Unavailability Across Availability Zones in a Single Region. For example, if the user deploys CBM instances in both Availability Zone A and Availability Zone B in the same region, when **certain CBM instance** in Availability Zone A becomes unavailable and **all CBM instances** in Availability Zone B become unavailable, the unavailability of instance in Availability Zone A will be deemed as **Instance Unavailability Across Availability Zones in a Single Region**.

1.7 Service Downtime Across Availability Zones in a Single Region Calculated in Minutes

Single Service Downtime Across Availability Zones in a Single Region Calculated in Minutes = the time Instance Unavailability Across Availability Zones in a Single Region is fixed - the time Instance Unavailability Across Availability Zones in a Single Region starts. The Single Service Downtime Across Availability Zones in a Single Region is calculated in minutes. (If the operational failure is fixed within five (5) minutes, i.e., the Instance Unavailability Across Availability Zones in a Single Region lasts for less than five (5) minutes, such period will not be counted as Service Downtime Across Availability Zones in a Single Region.) A period that is longer than five (5) minutes but shorter than six (6) minutes will be counted as six (6) minutes. For example, if the Single Service Downtime Across Availability Zones in a Single Region is five (5) minutes and one (1) second, the Single Service Downtime Across Availability Zones in a Single Region would be six (6) minutes.

The Service Downtime Across Availability Zones in a Single Region Calculated in Minutes is the total of Single Service Downtime Across Availability Zones in a Single Region Calculated in Minutes of such instance in a Service Month.

1.8 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.9 Monthly Service Fee

Monthly Service Fee means the aggregate service fees paid by you for a Single Instance in one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Tencent Cloud guarantees two levels of Service Availability for a CBM instance, **the Single Instance Service Availability and the Service Availability Across Availability Zones in a Single Region**. Both the Single Instance Service Availability and the Service Availability Across Availability Zones in a Single Region are calculated on the basis of **a Single Instance**.

(1) Single Instance Service Availability:

Single Instance Service Availability = (Total Minutes of a Single Instance in a Service Month - Single Instance Service Downtime Calculated in Minutes) / Total Minutes of a Single Instance in a Service Month × 100%

(2) Service Availability Across Availability Zones in a Single Region:

Service Availability Across Availability Zones in a Single Region = (Total Minutes of a Single Instance in a Service Month - Service Downtime Across Availability Zones in a Single Region Calculated in Minutes of the Single Instance) / Total Minutes of a Single Instance in a Service Month × 100%

2.2 Service Availability Standard

(1) **The Single Instance Service Availability of the Service provided by Tencent Cloud shall be no less than 99.9%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the Disclaimer of Liabilities provisions below. Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be 30 (days) × 24 (hours) × 60 (minutes) × 99.9% = 43156.8 minutes; that is, the Service Downtime of the instance in such month will be 43200 - 43156.8 = 43.2 minutes.

(2) **The Service Availability Across Availability Zones in a Single Region of the Service provided by Tencent Cloud shall be no less than 99.95%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the Disclaimer of Liabilities provisions below. Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\% = 43178.4 \text{ minutes}$; that is, the Service Downtime Across Availability Zones in a Single Region in such month will be $43200 - 43178.4 = 21.6 \text{ minutes}$.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the **Single Instance** Service Availability in a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month.**

Single Instance Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

(3) If the Service Availability **Across Availability Zones in a Single Region** in a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month.**

Service Availability Across Availability Zones in a Single Region in a Service Month	Value of Compensational Voucher
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Service Availability Across Availability Zones in a Single Region in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

(4) If a CBM instance is eligible to compensations according to standards set forth in both Sections 3.1(2) and 3.1(3), whichever is higher shall be applied.

3.2 Time Limit for Compensation Application

(1) If the Single Instance Service Availability or the Service Availability Across Availability Zones in a Single Region in a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) **You shall apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding service downtime shall not be counted towards service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any failure or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.2 Any hacker attack on a customer's application.

4.3 Any loss or leak of data, pin or password due to improper maintenance or confidentiality measures of a customer.

4.4 Any negligence of, or operation authorized by, a customer.

4.5 Any failure by a customer to abide by documentation or suggestions for using Tencent Cloud products, for example, shutting down, restarting, or uninstalling cloud storage of a CBM instance via Tencent Cloud control panel, API, CLI or otherwise.

4.6 Any start-up dependence on local disk and data stored herein, which data is removed due to system failure.

4.7 Any single point of hardware failure in a redundant configuration that does not affect the customer's business, including but not limited to a single NIC failure in multi-NIC bonding, a single disk failure in a disk group with storage redundancy configuration, etc.

4.8 Any CBM instance error caused by software installed by a customer, any other third-party software or configuration not directly operated by Tencent Cloud.

4.9 Any hardware failure of out-of-service physical servers that the customer has chosen not to upgrade.

4.10 Any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control.

4.11 Any suspension or termination of servers resulting from any violation by a customer of the Tencent Cloud Service Agreement, including without limitation the release of a CBM instance open for bidding when the bidding offer of a customer is lower than the closing price, and the suspension of service or release of a CBM instance due to a customer's delay in payment.

4.12 Any temporary downtime of the Service due to normal maintenance or upgrade of CBM by Tencent Cloud as described in the Tencent Cloud Service Agreement.

4.13 Any Service unavailability or failure of the Service to meet the standard due to any reasons not attributable to Tencent Cloud.

4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the

Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

Container and Middleware

Container

TKE Service Level Agreement

Last updated : 2021-12-24 10:50:40

Note : This Tencent Kubernetes Engine Service Level Agreement will take effect from July 4, 2019.

To use the Tencent Kubernetes Engine (“TKE”) service (the “Service”), you should read and observe this Tencent Kubernetes Engine Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of TKE closed beta testing. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Kubernetes Engine

Tencent Kubernetes Engine (“TKE”) is the Kubernetes cluster management services provided by Tencent Cloud to you (“Client”) via Tencent Cloud platform, including without limitation cluster management, node management and image storage management. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may create and manage Kubernetes cluster by using the Service and deploy your container business in the cluster.

1.2 Service Month(s)

Service Month(s) is the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month

When all the attempted operation made by you within one minute via cluster management API or console website fail, such one minute shall count towards the Service downtime of the Service Month. When the attempted operations made by you within one minute via cluster management API or website console succeed in full or in part, such one minute shall not count towards the Service downtime of the Service Month, and the Service within such one minutes shall be deemed available. The sum of the unavailable minutes during a Service Month shall be the Service downtime calculated in minutes for such Service Month.

1.4 Total Time of a Service Period Calculated in Minutes

Total Time of a Service Period Calculated in Minutes = The number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Directly Related Tencent Cloud Products

When using container function of the Service, Tencent Cloud products such as CVM, CLB, CBS, CFS and CLS may be involved. The Directly Related Tencent Cloud Products means that if business abnormality is caused by TKE components, only costs for directly affected products, rather than indirectly affected products, shall be compensated, including without limitation the following:

1. If load balance creation is abnormal due to abnormal TKE load balance components, only relevant load balance costs will be compensated. The backend cloud server costs shall be excluded.
2. If block storage is abnormal due to abnormal TKE block storage components, only relevant block storage costs will be compensated. The backend cloud server costs shall be excluded.
3. If cluster node is abnormal due to abnormal TKE node management components, only relevant abnormal node costs will be compensated. The CLB, CBS and other costs shall be excluded.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

TKE service provide Standards of Service Availability for following product features:

1. Cluster Management: adding, deleting, modifying and checking clusters, opening or closing API server of cluster access of public network and private network.
2. Node Management: adding, deleting, modifying and checking nodes (for product anomaly due to Tencent Cloud Virtual Machine, please refer to Tencent Cloud Virtual Machine Service Level Agreement).
3. Network Storage Plugin Management: including Kubernetes components expanded from TKE, such as Elastic Network Interface, VPC, CLB, CBS (For product anomaly due to Tencent Cloud Elastic Network Interface, VPC, CLB, CBS, please refer to the service level agreement for the corresponding product).
4. Image Storage Management: adding, deleting, modifying and checking image storage.

3. Compensation Plan

3.1 Scope of Compensation

Tencent Cloud TKE provides compensation for affected product features including without limitation the following:

1. Cloud Virtual Machine anomaly due to TKE node management components.
2. Anomaly in creating or using load balance due to TKE load balance components.
3. Anomaly in creating or using block storage due to TKE block storage components.
4. Anomaly in creating or using document storage due to TKE document storage components.
5. Anomaly in creation or use due to TKE network management components (Global Router, VPC-CNI).

Note: The following features are beyond the scope of compensation for Standards of Service Availability of TKE.

1. Effect caused open source software Kubernetes, Docker and operating system kernel and other open source portions.
2. Effect caused by relevant Tencent Cloud products per se, e.g., failure for TKE to create CLB due to CLB interface anomaly, anomaly for TKE to create resources because the quota has been reached or the resources are sold out.
3. Kubernetes plugins made available to the community as open source software's by TKE.

3.2 Standards of Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

1. For TKE service, Tencent Cloud only compensates for issues caused by Directly Related Tencent Cloud Products, e.g., only relevant costs of load balance will be compensated for anomaly in creating load balance components due to the TKE load balance components.
2. Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.
3. If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, **and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
$\geq 99.0\%$ and $< 99.95\%$	10% of the monthly service fee for Directly Related Tencent Cloud Products
$\geq 98.0\%$ and $< 99.0\%$	20% of the monthly service fee for Directly Related Tencent Cloud Products
$< 98.0\%$	50% of the monthly service fee for Directly Related Tencent Cloud Products

3.3 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application

within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

1. Any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
2. Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
3. Any attack on your application interface or data, or any other misconduct;
4. Any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;
5. Any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
6. Any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
7. Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
8. Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

Before using the TKE service, you should read carefully the relevant service description, technical specification and operation guide, etc. in official documentation of Tencent Cloud, and fully understand the relevant content and potential consequences. You understand and agree that, your use of TKE service is based on your sole independent and prudent judgement, and you shall be responsible for your own judgement or actions, including without limitation:

1. You should decide on your own the compatibility between the Service and the operation system, database and other software and hardware you choose;
2. TKE service does not guarantee the availability of operating system and kernel defects caused by the community;
3. You shall be responsible for your own operations (e.g., health check configuration, resource limitation configuration, container image configuration, code writing and business logic setting);
4. If you use other paid Tencent Cloud products while using TKE service, you shall pay for such products in accordance with the corresponding pricing arrangement and observe corresponding service terms;

5. TKE service only includes relevant technical structure and components for container service, including without limitation TKE API Server, ETCD, CLB, CBS and other Kubernetes Controller components of Tencent Cloud IAAS. TKE service is only responsible for the availability of its own components. For other Tencent Cloud products such as CVM, CLB and CBS, please refer to relevant service level agreements. You shall be solely responsible for your upstream application (business). In addition, it may cause adverse effect such as downtime if you upgrade operation system on your own. Please consider the risk and operate with caution.

5. Miscellaneous

1. The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
2. Tencent Cloud has the right to amend the terms of this Agreement and notify you as appropriate or necessary in light of changes in due course. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
3. As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.
(End of Document)

TCR Service Level Agreement

Last updated : 2020-12-14 17:31:11

Tencent Container Registry Enterprise Edition Service Level Agreement

This Tencent Container Registry Enterprise Edition Service Level Agreement shall be effective on December 7, 2020.

In order to use the Tencent Container Registry Enterprise Edition (the “Service”), you shall read and comply with this Tencent Container Registry Enterprise Edition Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Container Registry (TCR)

Refers to the cloud hosting and distribution service for container images and other cloud-native products provided to you (or the “**Client**”) by Tencent Cloud through the Tencent Cloud Platform, which includes a free Personal Edition and a paid Enterprise Edition.

1.2 Tencent Container Registry Enterprise Edition (TCR EE)

Refers to the enterprise-level cloud hosting and distribution service for container images and other cloud-native products provided to you (or the “**Client**”) by Tencent Cloud through the Tencent Cloud Platform, which supports the storage and distribution of Docker images and Helm Chart and security scan of images, and provides enterprise clients with granular access management and network access control. The service offers a paid tier; the user can purchase dedicated Registry Instances from the product console and enjoy the guarantees of this SLA. In this documentation, the Tencent Container Registry or TCR shall by default mean the Enterprise Edition thereof.

1.3 Single Instance

A Container Registry Instance with the unit count of 1.

1.4 Total Minutes of a Single Instance in a Service Month

Calculated by the formula: The total number of days in a Service Month for a Single Instance × 24 (hours) × 60 (minutes).

1.5 Instance Unavailable Minutes

A TCR EE Instance is deemed as unavailable in a minute if, within such minute, the client side attempts to access the given TCR EE Instance but is continuously returned with internal errors or fails to upload or pull images. The Instance Unavailable Minutes are the total number of minutes in which a TCR EE Instance is unavailable in a Service Period.

1.6 Service Month(s)

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months, with the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16. The Service Availability will be calculated separately for each Service Month.

1.7 The Most Relevant Cloud Product

The use of the Tencent Container Registry feature through this Service involves the use of Tencent Cloud's Cloud Object Storage (COS) product. The Most Relevant Cloud Product refers to the policy that if the malfunction of operation is attributable to a TCR component, the compensation shall be limited to the fees of the directly impacted product and exclude the fees of indirectly impacted products. The applicable circumstances include but not limited to: (1) If the COS interface as the backend of TCR malfunctions, the compensation shall be limited to the fees of the object storage service and exclude the fees of the TCR.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability shall be calculated on the basis of a Single Instance and with the following formula: Service Availability = (Total number of minutes in a Service Period – Unavailable Minutes of the Service) / Total number of minutes in a Service Period × 100%.

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than **99.9%**. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided in the Release of Liabilities provisions.

3. Compensation Plan

In respect of the Service (Tencent Container Registry Enterprise Edition), if the Service Availability is less than **99.9%**, you are entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of **voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the non-cash fee deducted by a voucher, a promotional coupon, or otherwise).

Service Availability in a Service Month (Av)	Value of Compensational Voucher
$99.9\% > Av \geq 90\%$	10% of the Monthly Service Fee
$90\% > Av$	25% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the abovementioned Service Availability standard, **you may apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. **If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the standards of the Service Availability or the service response period, you may apply for compensation within the period of time as stipulated under this Agreement. For the convenience of

verifying the circumstance, you shall at least provide the following information together with your compensation application:

- (1) The date, start time, end time of the failure and a simple description of the failure.
- (2) The screenshot or screencast of the failure or the system log.
- (3) Other relevant information such as the account, device information (such as the models of the device hardware, the operation system, and the browser), the software configurations, and debugging information.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding duration of Service unavailability shall not be considered when calculating the Service unavailability period, shall not be eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.2 any hacker attack on a user's application;
- 4.3 any loss or leak of data, pin or password due to improper maintenance or confidentiality measures of a user;
- 4.4 any negligence of, or operation authorized by, a user;
- 4.5 any failure by a user to abide by the documentation or suggestions for using Tencent Cloud products; for example, any unavailability resulting from the user's operation to delete a TCR instance via the console, the API, CLI or other methods of control or the deletion or destroy of data of the COS Bucket backend storage with which a TCR instance is associated.
- 4.6 any event of force majeure including but not limited to natural disasters such as earthquake, flood and pandemic, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control;
- 4.7 any suspension or termination of service resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including but not limited to the suspension of service or release of a TCR instance due to a user's delay in payment;
- 4.8 any temporary downtime of the Service due to normal maintenance or upgrade of TCR by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);
- 4.9 any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Middleware

TDMQ Service Level Agreement

Last updated : 2023-04-11 14:49:59

In order to use the Message Queue TDMQ service (the "Service"), you should read and observe this Message Queue TDMQ Service Level Agreement (this "Agreement", or this "SLA") and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Message Queue TDMQ: Message Queue TDMQ (Tencent Distributed Message Queue, TDMQ), based on the Apache Pulsar project, is a Tencent Cloud–developed highly reliable distributed cloud message queue. Due to the separated structure of computing and storage, Message Queue TDMQ has good flexibility and malfunction recovery ability, and its open protocol interface supports compatibility with many popular message queues except Pulsar in a plug-in manner.

1.2 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Total Time within a Service Month in Minutes: equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Service Downtime in Minutes: Service Downtime Calculated in Minutes = the time when the Service Unavailability is fixed - the time when the Service Unavailability starts. Service downtime means the time commencing from the malfunction until the recovery of Service, including any unscheduled maintenance time. Service Unavailability

that lasts for more than five (5) minute will be counted in the Service downtime. However, when the Service Unavailability is fixed within five (5) minute, which means that the actual downtime of the Service is less than five (5) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 Monthly Service Fee: means the aggregate service fees paid by you for a Message Queue TDMQ service under certain Tencent Cloud account within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Time within a Service Month in Minutes - Service Downtime within a Service Month in Minutes) / Total Time within a Service Month in Minutes × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

If a Service Month has thirty (30) days, the total available time of Service in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime in such month will be 43200 -- 43178.4 = 21.6 minutes.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.95\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% > Av$	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.

4.2 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.

4.3 any defects of data flow or management flow resulting from open source community.

4.4 any attack on your application endpoint or data, or any other mal-operation.

4.5 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.

4.6 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.7 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.8 any message delivery delay caused by you, including but not limited to message accumulation due to your low consumption process;

4.9 any message timing error caused by you, including but not limited to server clock inconsistency, time zone inconsistency.

4.10 any circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.

5.2 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

TDMQ for CMQ Service Level Agreement

Last updated : 2024-07-23 11:35:46

To use the Tencent Cloud TDMQ for CMQ Service (the “Service(s)”), you shall read and comply with this TDMQ for CMQ Service Level Agreement (the “Agreement” or the “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plan, disclaimer, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 TDMQ for CMQ

“**TDMQ for CMQ**” provided by Tencent Cloud is a distributed and highly available message queue service that can provide a reliable, message-based asynchronous communication mechanism, and can transmit information from different applications (or different components of the same application) in a distributed manner, and store it in a reliable and effective queue to prevent message loss. TDMQ for CMQ supports simultaneous reading and writing by multiple processes, and the sending and receiving do not interfere with each other, without requiring each application or component to be always in a running state.

1.2 Service Month

“**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Total Minutes within the Service Month

“**Total Minutes within the Service Month**” is counted as the total number of days for a client under a Tencent Cloud account within the Service Month × 24 (hours) × 60 (minutes).

1.4 Service Unavailability

“**Service Unavailability**” refers to that within a certain minute, all client requests to call the API specified by the message queue CMQ version for message production/publishing, message consumption, and message confirmation failed.

1.5 Service Unavailability Minutes

“**Service Unavailability Minutes**” = Service Unavailability resolution moment - Service Unavailability start moment. Unavailability time refers to the time from when a Service failure occurs to when normal service is restored, including maintenance time.

If the Service failure lasts for more than 5 minutes, it will be included in the Service Unavailability Minutes. If the time from the start of the service failure to the restoration of normal is less than 5 minutes (that is, the instance is unavailable for no more than 5 minutes), it will not be counted in the Service Unavailability Minutes.

1.6 Unavailability Minutes within a Service Month

“**Unavailability Minutes within a Service Month**” refers to the sum of the Unavailability Minutes incurred by a client under a Tencent Cloud account in the Service Month.

1.7 Monthly Service Fee

“**Monthly Service Fee**” refers to the total amount of service fee paid by the customer for the TDMQ for CMQ Service under a Tencent Cloud account in a Service Month, excluding service fee paid but not consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

“**Service Availability**” = (Total Minutes within the Service Month - Unavailability Minutes within a Service Month) / Total Minutes within the Service Month × 100%

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95%. If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

For example, the Total Minutes within the Service Month of a Service is $30 \times 24 \times 60 = 43,200$ minutes. This means that there can be $43,200 - 43,200 \times 99.95\% = 21.6$ minutes of Service Unavailability Minutes.

3. Compensation Plan

3.1 Compensation Standards

(1) Compensation will be provided in the form of vouchers issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail**.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. Disclaimer

For Service Unavailability or failure to meet the Service Availability Standard due to the following reasons, Tencent Cloud shall not be responsible for you:

- 4.1 The Services become unavailable due to reaching or exceeding the size limit of the purchased single business instance.
- 4.2 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.3 Unavailability due to defects in data flow or management flow caused by the open source community .
- 4.4 Unavailability due to your application interface or data being attacked or caused by other improper behavior after Tencent Cloud has taken reasonable technical and organizational measures.
- 4.5 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.6 Unavailability or failure to meet the Service Indicator Standard not attributed to Tencent Cloud.
- 4.7 Unavailability due to loss or leakage of data, passwords, etc. caused by improper maintenance or confidentiality by yourself.
- 4.8 The message delivery delay caused by your own reasons, including but not limited to the accumulation of messages caused by your slow consumption and processing.
- 4.9 Timing message errors caused by your own reasons, including but not limited to errors caused by inconsistent server clocks and inconsistent time zones.
- 4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot guarantee that the Services are flawless, but Tencent Cloud will do its best to continuously improve the quality and level of the Services. Therefore, you agree that even if there are defects in the Services, if the above defects are unavoidable due to the technical level of the industry at that time, they will not be regarded as a breach of contract by Tencent Cloud. You agree to work with Tencent Cloud to resolve the above defects.

5.2 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid in the Service Month in which the Service Availability Standard is not met if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.3 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.4 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for

matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

TDMQ for RocketMQ Service Level Agreement

Last updated : 2024-07-24 17:12:14

To use the Tencent Distributed Message Queue (“TDMQ”) for RocketMQ Service (the “Service(s)”), you shall read and comply with this TDMQ for RocketMQ Service Level Agreement (the “Agreement” or the “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability clause, disclaimer clause, and other terms involving your material rights and interests shall be highlighted in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 TDMQ for RocketMQ

“**TDMQ for RocketMQ**” is a distributed high-availability message queue service, which can provide a reliable, message-based asynchronous communication mechanism and transfer information between different applications (or different components of the same application) deployed in a distributed manner, and can be stored in a reliable and effective queue to prevent message loss. TDMQ for RocketMQ supports multiple processes to read and write at the same time, sending and receiving do not interfere with each other, and applications or components do not need to be running all the time.

1.2 Service Month

“**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Total Minutes within the Service Month

“**Total Minutes within the Service Month**” is counted as the service days of a client under a Tencent Cloud account in a Service Month $\times 24$ (hours) $\times 60$ (minutes).

1.4 Service Unavailability

“**Service Unavailability**” means within 1 minute, all client requests that attempt to invoke the API specified by TDMQ for RocketMQ for message production/publishing, message consumption, and message acknowledgement fail.

1.5 Service Unavailability Minutes

“**Service Unavailability Minutes**” refer to the time difference between Service Unavailability resolution moment and Service Unavailability start moment. “Unavailability Time” refers to the time from the service failure moment to the returning-to-normal moment, including maintenance time.

Service Unavailability Minutes are counted only if the service failure time exceeds 5 minutes. If the time from the service failure moment to the returning-to-normal moment is less than 5 minutes (i.e. the actual Unavailability Time does not exceed 5 minutes), it shall not be counted in the Service Unavailability Minutes.

1.6 Unavailability Minutes within the Service Month

“**Unavailability Minutes within the Service Month**” refers to the sum of the Service Unavailability Minutes of a client under a Tencent Cloud account within a Service Month.

1.7 Monthly Service Fee

“**Monthly Service Fee**” means the cash service fees paid by a client for the TDMQ for RocketMQ under a Tencent Cloud account in a Service Month, excluding the purchased but unconsumed portion. Monthly Service Fee does not include the fees offset by vouchers, coupons, service fee deductions, etc.

2. Service Availability

2.1 Calculation Method of Service Availability

“**Service Availability**” = $((\text{Total Minutes within the Service Month} - \text{Unavailability Minutes within the Service Month}) / \text{Total Minutes within the Service Month}) \times 100\%$.

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 (Compensation Plan) of this Agreement.

Assuming that the Total Minutes within the Service Month for a Service is $30 \times 24 \times 60 = 43200$ minutes, there can be an Unavailability Time of $43200 - 43200 \times 99.95\% = 21.6$ minutes.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, compensation can be obtained as per the following terms:

3.1 Compensation Standard

1. Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and after you receive the voucher, you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.
2. If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and **the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for that respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. Disclaimer

For Service Unavailability or Service Availability Standard not met caused by the following reasons, Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to reaching or exceeding the limit of the actual size of the service purchased.
- 4.2 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.3 Unavailability due to defects in data flow or management flow caused by open source community.
- 4.4 Unavailability due to attacks or other misconduct on your application interfaces or data after Tencent Cloud takes reasonable technical and organizational measures.
- 4.5 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.6 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.7 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 4.8 Message delivery delay due to your own reasons, including but not limited to message accumulation caused by your slow message processing.
- 4.9 Scheduled message errors due to your own reasons, including but not limited to error caused by inconsistent server clocks and inconsistent time zones.
- 4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot guarantee that the Services are defectless, but Tencent Cloud will try its best to continuously improve the service quality and service level. Therefore, you agree that even if there are defects in the Services, if the aforementioned defects are unavoidable due to the technical level of the industry at that time, it will not be regarded as a breach of contract by Tencent Cloud. You agree to cooperate with Tencent Cloud to solve the above defects.

5.2 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.3 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not

agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.4 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

CMQ Service Level Agreement

Last updated : 2019-07-12 11:34:10

1. Tencent Cloud Service

Tencent Cloud: means cloud system services consisting of cloud virtual machine, cloud bandwidth, cloud storage space, cloud database, cloud security, cloud monitoring, cloud automated testing, and other different elements to meet different needs of various products including websites and applications. Please refer to the relevant information published by Tencent Cloud for detailed categories of services.

2. Service Guarantee Metrics

Tencent Cloud sets service level metrics for cloud service purchased by you and guarantees data management and business quality to the extent possible. However, Tencent Cloud has the right to adjust certain metrics in due course. Unless otherwise specifically stipulated herein, for the purpose of this agreement, a "month" equals to thirty (30) calendar days, coinciding with a calendar month.

2.1 Cloud Message Queue ("CMQ") Service (the "Service")

2.1.1. Durability of Stored Data

The durability of CMQ you request for each month is 99.999999%.

2.1.2. Data Deletion

Upon your request or prior to disposal or resale of a device, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all your data which cannot be recovered, and the disks will be demagnetized when they are discarded.

2.1.3. Data Confidentiality

CMQ will leverage on the Key Management Service (KMS) to have the body of the messages encrypted to avoid uploading messages in plaintext.

2.1.4. Right to Know

Six data centers are currently deployed for the Service, namely, Shanghai Data Center, Hong Kong Data Center, Guangzhou Data Center, Beijing Data Center, Singapore Data Center, and North America Data Center.

In order to assist a user in selecting the data center with best network conditions for the data storage purpose, the user should specify the region (Shanghai, Hong Kong, Guangzhou, Beijing, Singapore, and North America) when

purchasing cloud virtual machine.

The local laws and relevant laws of the People's Republic of China that a data center known to the user shall comply with.

None of user data will be provided to a third party, unless required by a government regulatory authority for regulatory or audit purposes.

In order to ensure the security of user data, Tencent Cloud will concurrently store three replica sets of the data and will make data cold back-up on a regular basis.

2.1.5. Data Audit

Tencent Cloud may, in accordance with the existing laws and regulations, and provided that the relevant procedural and formality requirements are fully compliant, disclose certain information of cloud virtual machines, including without limitation operation log of key components, operation records of operation and maintenance personnel and operation records of users, for the purposes of cooperating with supervision and administration, evidence collection and investigations of governmental or regulatory authorities or otherwise.

2.1.6. Service Availability

Tencent Cloud guarantees that the availability of the Service will be no lower than 99.95%, which means that the available time of the Service in a month for a user would be no less than 43,178.4 minutes ($= 30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\%$), and the Service may be unavailable for 21.6 minutes ($= 43,200 \text{ minutes} - 43,178.4 \text{ minutes}$) in a month. The Service unavailability will be calculated on a single instance basis.

If it takes less than 5 minutes for the malfunction of the Service to recover, such period will not be counted into Service downtime. Service downtime refers to the time period starting from the occurrence of the malfunction and ending upon the recovery of the Service, including the time period for maintenance; provided, however, that only such time period lasting over 5 minutes will be counted into the Service downtime.

2.1.7. Malfunction Recovery Capacity

CMQ has failover capacity, which means that automatic failover to an alternate master server will be triggered, without any action of a user, when any malfunction of a physical server occurs, thus ensuring the continuity of the Service provided to users. In addition, Tencent Cloud's professional teams provide maintenance assistance on a 24/7 basis.

3. Accuracy of Pay-Per-Use

The purchase page and order page will expressly specify the fees for Tencent Cloud services. A user may select specific service category and purchase such service in accordance with the fee so specified. Please refer to the information published on Tencent Cloud official website for fee details. Tencent Cloud will charge service fees based on the category of service purchased by the user and the service period thereof.

4. Compensation

4.1 Scope

If a user is not able to use the cloud virtual machine in a regular way or is completely unable to access such virtual machine or the website (developer service website) is unable to access due to any malfunction attributable to Tencent Cloud, the user may require Tencent Cloud to compensate for such incident/malfunction.

4.2 Compensation Standards

Duration of malfunction = the time when the malfunction is fixed-- the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 1 minute and 1 second, it will be calculated as 2 minutes.

One hundred times compensation for CMQ malfunction:

Post-pay: the compensation will be made in the form of cash voucher, the amount of cash voucher = daily fee of the failed CMQ / 24 / 60 × duration of malfunction (calculated in minutes) × 100. However, the amount of such cash voucher shall not exceed the total CMQ service fees.

CKafka Service Level Agreement (Old Version)

Last updated : 2019-08-22 09:30:43

1. Tencent Cloud CKafka Message Service

CKafka (Cloud Kafka) is a distributed, high-throughput, and highly scalable messaging system, which is compatible with the open-source Kafka API (version 0.9 and 0.10). Based on the publishing/subscription model, Ckafka decouples messages and enables producers and consumers to interact asynchronously without having to wait for each other. Ckafka has many advantages such as data compression and supporting offline and real-time data processing at the same time. It is suitable for log compression collection, monitoring data aggregation and other scenarios.

2. Service Guarantee Indicators

Tencent Cloud will stipulate the customized service level indicators for the cloud service you bought, and will commit itself to providing you with the maximum guarantee in terms of data management and business quality. Meanwhile, Tencent Cloud will reserve the right to make a proper adjustment in any indicators according to changes. Unless otherwise specified, the "month" referred to herein has a length of 30 calendar days, and shall be calculated on the basis of a calendar month.

2.1 CKafka Message Service

2.1.1 Data Storage Persistence

The CKafka you apply for every month has a data storage persistence of '99.999999%'.

2.1.2 Destroyable Data

When you request to delete any data or before you discard or resell any device, Tencent Cloud will perform a complete, permanent deletion on all your data through low-level disk formatting, and degauss the hard disks that are due for scrap.

2.1.3 Right to Know

For now, users' CKafka service is deployed in six data centers, which are Shanghai Data Center, Guangzhou Data Center, Beijing Data Center, Chengdu Data Center, Shanghai Financial Data Center, and Shenzhen Financial Data

Center.

Tencent Cloud helps users choose a data center with the best network condition to store their data. Users can select the region where they belong (Guangzhou, Shanghai, Beijing, Chengdu) when making a CVM purchase.

Those data centers available to users shall comply with local laws and regulations and applicable laws and regulations of the PRC.

Tencent Cloud will not disclose any of users' data to any third party, unless such disclosure is required by regulatory authorities for supervision and auditing purposes.

2.1.4 Data Auditing

In accordance with the applicable laws and regulations and on condition of compliance with relevant process and availability of all necessary documents, Tencent Cloud may provide information regarding CVMs, including operation log of key components, operation records of OPS personnel and operation records of users, if required by regulatory authorities or if it is necessary to do so for other reasons such as collection of evidences during investigation into security incidents.

2.1.5 Service Availability

A service availability of '99.95%' is guaranteed for the CKafka Message Service, which means that the CKafka Message Service should be available for users for at least $30 \times 24 \times 60 \times 99.95\% = 43178.4$ minutes' each month, and be unavailable for users for $43200 - 43178.4 = 21.6$ minutes' at most each month. Service unavailable time is calculated by the user's single instance.

If the service recovers from failure within **5 minutes**, it will not be counted into service downtime. Unavailability duration refers to the period from the moment the failure occurs to the recovery of service, including maintenance duration. If the service recovers from failure for over 5 minutes, it will be counted into the unavailability duration.

2.1.6 Failure Recovery Capability

Tencent CKafka is designed with the failure recovery capability. When the physical server fails, the service will be automatically migrated to a new parent host without requiring any user intervention, so as to ensure continued service for customers. Meanwhile, Tencent Cloud's professional team provides maintenance support on a **24/7** basis.

3. Service Billing Accuracy

The billing details for Tencent Cloud services are displayed on the customer's purchase and order pages. You can choose the services you need from a variety of service categories and make a purchase at the listed prices. Please refer to the information published on Tencent Cloud website for the actual prices, and the fee will be charged based on the service specifications and the length of usage.

4. Compensation

4.1 Scope

Compensation is applicable to circumstances where a user claims for compensation for incidents/failures caused by Tencent Cloud, such as the user's inability to use services properly or access them and the inability to access any particular website (service site for developers).

4.2 Compensation Standards

Downtime duration = time when the failure is resolved - start time of failure. Downtime duration is calculated in minutes, and the duration less than 1 minute will be counted as 1 minute .

For example, if the downtime duration is 1 minute and 1 second , the duration will be counted as 2 minutes .

Hundred-fold compensation for CKafka Message Service failures:

Postpaid: a cash coupon in an amount equal to the daily fee of the failed instance $\div 24 \div 60 \times \text{downtime duration (in minutes)} \times 100$ will be offered. The upper limit of the cash coupon shall not exceed the total fee of the CKafka service.

CKafka Service Level Agreement (New Version)

Last updated : 2019-08-22 09:32:12

The Cloud KAFKA Service Level Agreement (New Version) will be available on the official website of Tencent Cloud for the public to comment for thirty (30) days, and will take effect as of August 23, 2019 (Please note that the Cloud Kafka Service Level Agreement (Old Version) is also available on the official website of Tencent Cloud until August 23, 2019). Any service availability issue in relation to the CKafka service on or before August 23, 2019 is governed by the Cloud KAFKA Service Level Agreement (Old Version), while the service availability issue as from August 24, 2019 shall be subject to the Cloud KAFKA Service Level Agreement (New Version).

In order to use the Tencent Cloud Kafka ("CKafka") service (the "Service"), you should read and observe this Cloud Kafka Service Level Agreement (this "Agreement") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Kafka (CKafka): means a distributed, high-throughput, highly scalable messaging system that is compatible with open-source Apache Kafka API (version 0.9 and version 0.10). Based on the publish/subscribe model, CKafka enables async interaction between the message producer and consumer by decoupling the messages and thereby eliminating wait time. CKafka supports data compression and offline and real-time data processing, making it ideal for collection of compressed logs and aggregation of monitoring data.

1.2 Single Instance: means one (1) CKafka instance. The Service Availability will be calculated on a Single Instance basis.

1.3 Total Time of a Single Instance within a Service Month: equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability: When a CKafka instance with incoming and outgoing permission rules properly configured fails to communicate with an IP address, neither incoming nor outgoing, and such failure lasts for more than five (5) minutes, it will be deemed that the CKafka instance is unavailable within such five (5) minutes.

1.5 Single Instance Service Downtime Calculated in Minutes: Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Service downtime means the time period starting from the malfunction to the recovery to normal use, including the time period for maintenance. It will not be counted in the Service downtime unless and until the malfunction of the Service lasts for at least five (5) minutes; when the Instance Unavailability is fixed within five (5) minutes, which means that the actual downtime of the Service is less than five (5) minutes, such downtime will not be counted in the Service downtime defined herein.

1.6 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.7 Monthly Service Fee: means the aggregate service fees paid by you in cash for a Single CKafka Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (total time of a Single Instance within a Service Month calculated in minutes - Single Instance Service Downtime Calculated in Minutes) / total time of a Single Instance within a Service Month calculated in minutes × 100%

2.2 Service Availability Standard**

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (*Service Compensation*) below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Assuming that the Total Time of a Single Instance within a Service Month is $30 \times 24 \times 60 \times 99.95\% = 43178.4$ minutes, the Service downtime of the instance in such month will be $43200 - 43178.4 = 21.6$ minutes.

Note:

The standard above applies only to the availability of the components of the Service per se; for the service availability of the other relevant Tencent Cloud services, such as COS, EMR and Oceanus, please refer to their respective service level agreement.

None of the additional functionality provided by the Service, including without limitation storing messages via COS, is covered by Service Availability guarantee herein.

The data in the Service is delivered asynchronously, which means, *among others*, that the Service cannot guarantee 100% storage of the data under the circumstance of multiple server malfunction, and therefore, in order to ensure the security of the data, you should make replicas of your instances and be responsible for backing up your data.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.95\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee

Service Availability (Av) for a Service Month	Value of Compensation Voucher
95% > Av	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.

4.2 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.3 any circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

4.4 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.

4.5 any defects of data flow or management flow resulting from open source community.

4.6 any attack on your application endpoint or data, or any other mal-operation.

4.7 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.

5.2 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

RabbitMQ Service Level Agreement

Last updated : 2023-04-24 14:56:14

In order to use the Tencent Cloud Distributed Message Queue Service for RabbitMQ (the “Service” or “TDMQ for RabbitMQ”), you shall read and comply with this Tencent Cloud Distributed Message Queue for RabbitMQ Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Uptime Metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 TDMQ for RabbitMQ

TDMQ for RabbitMQ refers to a distributed, highly available message queue service that provides a reliable, message-based asynchronous communication mechanism that allows messages to be transmitted between different applications (or different components of the same application) in a distributed deployment, to be stored in a reliable and efficient queue to prevent message loss. TDMQ for RabbitMQ supports simultaneous reading and writing of multiple processes, achieve non-interference between sending and receiving, and doesn't need each application or component to be running at all times.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of service days in Service Month(s) for a certain Tencent Cloud account × 24 (hours) × 60 (minutes).

1.4 Service Unavailability

In a given minute, if the requests by the customer to call the API specified by the Service for message production/publishing, message consumption, and message acknowledgement all fail, the Service is deemed as unavailable (the “**Service Unavailability**”) in such minute.

1.5 Service Downtime Calculated in Minutes

Service Downtime Calculated in Minutes = the time the Service Unavailability is fixed – the time the Service Unavailability starts. Service Downtime refers to the time from the start of a service failure to the time the services are back to normal.

If the duration of a service failure exceeds 5 minutes, such duration would be counted as Service Downtime Calculated in Minutes. If the duration of a service failure is less than 5 minutes (i.e., the duration of the instance unavailability does not exceed 5 minutes), such duration wouldn't be counted as Service Downtime Calculated in Minutes.

1.6 Service Downtime Calculated in Minutes within Service Month(s)

Refers to the sum of Service Downtime Calculated in Minutes generated by the client in a Service Month for a certain Tencent Cloud account.

1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated cash service fee you pay for the Service of a certain Tencent Cloud account within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Number of Minutes within a Service Month - Service Downtime Calculated in Minutes within such Service Month) / Total Number of Minutes within such Service Month × 100%.

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.95%** (“Service Availability Standard”). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Article 3 of this Agreement (Compensation Plan).

Assuming that the Total Number of Minutes within a Service Month is 43,200 minutes ($=30 \times 24 \times 60$), the Service Downtime Calculated in Minutes within such Service Month will be less than 21.6 minutes ($=43,200 - 43,200 \times 99.95\%$).

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability Standard is not met for any Service Month, **the amount of compensation will be calculated for each such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service Availability fails to meet the Service Availability Standard** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail**.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard. If**

you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable or fails to meet the Service Availability Standard due to any of the following reasons, Tencent Cloud will not be held liable to you:

4.1 Any Service Unavailability due to reaching or exceeding the limits of the purchased single service instance size.

4.2 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.

4.3 Any Service Unavailability due to flaws at the data flow or management flow level caused by the open-source community.

4.4 Any attack on your application interface or data or other misconducts where Tencent Cloud has taken reasonable technical and organizational measures.

4.5 Any Service Unavailability due to your failure to follow the Tencent Cloud product documentation or usage recommendations.

4.6 Any Service Unavailability due to any reason not attributable to Tencent Cloud.

4.7 Any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.8 Any message delivery delay caused by you, including but not limited to message accumulation due to your slow message processing.

4.9 Any timed message errors caused by you, including but not limited to errors caused by inconsistent server clocks and inconsistent time zones.

4.10 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant term of services, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

Serverless

SCF Service Level Agreement

Last updated : 2019-08-21 17:33:40

In order to use the Tencent Cloud Serverless Cloud Function ("SCF") service (the "Service"), you should read and observe this Serverless Cloud Function Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Serverless Cloud Function (SCF): means the online hosting and operation service for serverless cloud function provided by Tencent Cloud.

1.2 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime: If the Error Rate of the Service is higher than 5% within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time. Service Downtime will be calculated based on the Error Rate on the server end.

1.4 Error Rate: means the percentage of the number of failed requests returned of the Service out of the total number of valid requests within unit time.

1.5 Failed Request: means internal errors of the Service, including return value "-1" for "InvokeResult" in the running of a cloud function, and HTTP request status code "5xx".

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = 1 -- (Service Downtime / total time within a Service Month) × 100%

2.2 Standard of Service Availability

The Service Availability for the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred to herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.95% > Av ≥ 99%	10% of the monthly service fee
99% > Av ≥ 95%	25% of the monthly service fee
95% > Av	100% of the monthly service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) description of the Service unavailability incident and when it occurred.
- (2) the specific cloud function affected.
- (3) the record of Service interruption in the request log.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud to you.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any attack on your application endpoint or data, or any other mal-operation.
- 4.4 any loss or leak of any data, passcode, password due to your improper maintenance or improper confidentiality measures.
- 4.5 any mal-operation due to your negligence, or any operation authorized by you.
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.
- 4.7 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.8 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation

or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Microservice API Gateway Service Level Agreement

Last updated : 2023-04-24 15:02:31

In order to use the Tencent Cloud API Gateway service (the “Service”), you should read and observe this Tencent Cloud API Gateway Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Unless otherwise agreed, this Agreement does not apply to features of the Service for closed beta testing. Tencent Cloud does not make any warranties as to the availability and quality of such features.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 API Gateway Service

API Gateway Service refers to API Gateway service provided by Tencent Cloud which covers the full lifecycle API management, including creation, maintenance, release, operation, and deactivation, etc. For details, please refer to the information of the Service publicly released by Tencent Cloud.

1.2 Service Month(s)

Service Months refer to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). **The availability of the Service will be calculated independently for each Service Month.**

1.3 Valid Request

Valid Requests refer to all requests received by API Gateway.

1.4 Failed Request

A Failed Request refers to an API calling failure due to malfunction of the Service per se. Any API calling failure caused by any other reasons, including but not limited to network malfunction, user-end service malfunction or user configuration error, does not constitute a Failed Request.

1.5 Service Downtime within a Service Month Calculated in Minutes

If all your requests to access API Gateway Service within a territory within one (1) uninterrupted minute are Failed Requests, such one (1) minute shall be counted into Service Downtime, while any duration of such failure for less than one (1) interrupted minute will not be counted into Service Downtime. Service Downtime within a Service Month Calculated in Minutes means the accumulated Service Downtime calculated in minutes within a Service Month.

1.6 Total Time within a Service Month Calculated in Minutes

Total Time within a Service Month Calculated in Minutes = the number of days within a Service Month × 24 (hours) × 60 (minutes)

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 – Service Downtime within a Service Month Calculated in Minutes / Total Time within a Service Month Calculated in Minutes) × 100%

2.2 Standard of Service Availability

The Service Availability of the Service will be no less than 99.90%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

The log feature made available by the Service is for the log of the components of the gateway per se in order to facilitate your troubleshooting. Such log feature is provided beyond the scope of the business data of this Service. Tencent Cloud does not make any warranties as to the availability, quality and storage security with respect to such log feature, neither does this Agreement apply to such log feature.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). **You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.**

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.9\% > Av \geq 99\%$	10% of the monthly Service fee
$99\% > Av \geq 95\%$	25% of the monthly Service fee
$95\% > Av$	100% of the monthly Service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) ****You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.****If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 your failure to follow development rules or user guide set forth in the documentation of the Service in application development, or your mal-operation.
- 4.2 any abnormal or instable operation of back-end service directed by any back-end address or path set up by you in the Service.
- 4.3 any system maintenance with prior notice by Tencent Cloud to you, including but not limited to system cutover, maintenance, upgrade and malfunction simulation test.
- 4.4 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.5 any loss or leak of data, passcode or password due to your improper maintenance .
- 4.6 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud, or any event of force majeure.
- 4.7 any attack or other misconduct targeting your API or data;
- 4.8 block or shutdown of your back-end service due to involvement in pornography, gambling, drug abuse and any other service or information in violation of laws or regulations.
- 4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or terms of service, rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.10 Prior to your use of the Service, you should carefully read and understand the relevant description, technical specification and use procedure, etc. of the Service, and potential consequences. You understand and agree that you elect to use the Service by exercising your independent and prudent judgment, and that you are solely responsible for your judgement or operation as well as any consequence thereof, and that Tencent Cloud will not be held liable to you for failure of the Service to meet the availability standards under circumstances including but not limited to the following:**
- (1) You should exercise your own judgement as to the compatibility of the Service with your technical architecture and other software and hardware.
- (2) You should be responsible for your own operation such as health check configuration and filter configuration.
- (3) If you are using any other product(s) provided by Tencent Cloud concurrently with the Service, you should pay service fees therefor in a timely manner according to the payment terms for such product(s) and should observe relevant terms of service.
- (4) The Service solely covers the technical architecture and components related to API Gateway. If any other product is involved in the Service, such as SCF, TSF, CVM, TKE, CLS and domain name (subject to your selection), the service level agreement of such other product will apply. Any duration of unavailability of the Service due to such other product will not be counted into the Service Downtime of this API Gateway Service. You should be solely responsible for your back-end service application.
- (5) Any API calling failure due to certificate configuration error, domain configuration or security group/firewall configuration and other reasons attributable to you or the requesting party does not constitute the Failed Request herein. Any unavailability of the Service due to your use of the Service beyond the use limit of the Service does not constitute the Failed Request under this Agreement.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

5.4 This Agreement applies to direct and online use of the Service through the official website of Tencent Cloud only. If you intend to use the API Gateway Service in any other form such as private deployment, the service availability and other standards of the Service will be separately agreed upon by you and Tencent Cloud, and this Agreement does not apply in such case. (End of Document)

Storage

Essential Storage Service

COS Service Level Agreement

Last updated : 2024-01-26 17:20:59

Note:

This Service Level Agreement will officially come into effect from November 1, 2023, and until that date, the provisions of the previous version of the [COS Service Level Agreement](#) will be adhered to.

In order to use the Tencent Cloud Object Storage Service (the “Service”), you shall read and comply with this Tencent Cloud Object Storage Service Level Agreement (this “Agreement” or “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities Clauses.

Please carefully read and fully understand each provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, may be highlighted in bold, underlined, etc. Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Cloud Object Storage, COS

Cloud Object Storage provides Customers with large-scale Web interface storage services. Customers can upload, download and manage data by calling the HTTP REST API provided by COS. Cloud Object Storage supports automatic scaling and is available on a prepaid or postpaid basis.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability (as defined below) will be calculated separately for each Service Month.

1.3 Error Rate per 5 Minutes

Error Rate per 5 Minutes is the ratio of the number of Failed Request(s) (as defined below) returned by COS to the number of Customer's total request(s) in 5 minutes. It is calculated as follows:

$$\text{Error Rate per 5 Minutes} = \frac{\text{the number of Failed Request(s) in 5 minutes}}{\text{the number of Customer's total request(s) in such 5 m}}$$

1.4 Failed Request(s)

Refers to request(s) where the error code returned by COS is an internal server error code, including Internal Error (500 error) or Service Unavailable (503 error), but excluding the following situations:

1. Requests generated by calling the Get Bucket list (GetService) interface.
2. Requests that are executed asynchronously on the backend due to the configuration of cross-region replication, lifecycle rules.
3. Requests due to the timeout in the process of mirroring back to the origin station.
4. Requests due to the CallBack timeout.
5. Requests due to the UDF timeout.
6. Current limit requests due to triggering of frequency control.
7. Failed requests due to COS upgrades, changes, downtime.
8. Requests without authentication, with failed authentication, or in a state of out-of-service in arrears.
9. Customer-side requests for COS due to hacking.

1.5 Monthly COS Service Fee

Monthly COS Service Fee refers to the storage capacity, traffic, request, data retrieval or other storage management fees incurred for the use of Cloud Object Storage Service under a particular Tencent Cloud account of a Customer in a calendar month.

2. Service Availability

2.1 Calculation of Service Availability

Cloud Object Storage calculates the Service Availability of different storage types according to account and geography. For the same account in the same region, storage buckets and objects of the same storage type will be combined to calculate the Service Availability. The Service Availability of Cloud Object Storage is calculated as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{Total Number of Error Rates per 5 Minutes within Service Month(s)}}{\text{Total Number of 5-minute units within Service Month(s)}} \right)$$

(Note: Total Number of 5-minute units within Service Month(s) = total number of days within Service Month(s) × 24 (hours) × 12)

2.2 Service Availability Standard

You can upload, download and manage data through the API, SDK, console or customer tools provided by Cloud Object Storage. For different storage types, Tencent Cloud promises that the Service Availability of COS will not be lower than the following standards:

Storage type	Service Availability
STANDARD	99.99%
MAZ_STANDARD	99.995%
STANDARD_IA	99.90%
MAZ_STANDARD_IA	99.95%
COLD/ARCHIVE/DEEP_ARCHIVE	99.00%
MAZ_COLD/ MAZ_ARCHIVE	99.50%
INTELLIGENT_TIERING	Adjust with tier transitions. In the high-frequency access tier, Service Availability may refer to STANDARD; in the low-frequency access tier, Service Availability may refer to STANDARD_IA.
MAZ_INTELLIGENT_TIERING	Adjust with tier transitions. In the high-frequency access tier, Service Availability may refer to MAZ_STANDARD; in the low-frequency access tier, service availability may refer to MAZ_STANDARD_IA.

In the event that the Service Availability within Service Month(s) fails to meet the above standards (except in the case of Disclaimer of Liabilities Clauses), you may file a work order claim against Tencent Cloud in accordance with Section 3 of this Agreement.

3.Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standard(s) of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly COS Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard**. The Monthly COS Service Fee herein does not include the fees deducted by vouchers, coupons, service fee reduction and exemption, etc.

Storage type	Service availability on a monthly basis	Compensation voucher amount
STANDARD	Less than 99.99% but equal to or higher than 99.90%	10% of total Monthly COS Service Fee
	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_STANDARD	Less than 99.995% but equal to or higher than 99.90%	10% of total Monthly COS Service Fee
	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
STANDARD_IA	Less than 99.90% but equal to or	30% of total Monthly COS

	higher than 95.00%	Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_STANDARD_IA	Less than 99.95% but equal to or higher than 99.00%	10% of total Monthly COS Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
COLD/ARCHIVE/DEEP_ARCHIVE	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_COLD/MAZ_ARCHIVE	Less than 99.50% but equal to or higher than 99.00%	10% of total Monthly COS Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee

The Standard of Compensation for INTELLIGENT_TIERING adjusts with tier transitions. When the INTELLIGENT_TIERING is in the high-frequency access tier, the Standard of Compensation may refer to STANDARD; when it's in the low-frequency access tier, the Standard of Compensation may refer to STANDARD_IA. When MAZ_INTELLIGENT_TIERING is in the high-frequency access tier, the Standard of Compensation may refer to MAZ_STANDARD; when it's in the low-frequency access tier, the compensation criteria may refer to MAZ_STANDARD_IA.

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any

application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding service downtime shall not be counted towards service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 Any system maintenance or unavailability warnings with at least 7-day prior notice by Tencent Cloud.
- 4.2 Any failures caused by any networks, equipment or configurations that are not part of Tencent Cloud's facilities.
- 4.3 Any failures caused by attacks or any other misconduct on Customer's application interfaces or data.
- 4.4 Any failures caused by the Customer's negligent authorization, incorrect operation, the Customer's own equipment or third-party software or equipment.
- 4.5 Any failures caused by force majeure and accident.
- 4.6 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.
- 4.7 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant

terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

Note:

If you have questions about the calculation of availability, see [the COS availability calculation example](#).

CFS Service Level Agreement

Last updated : 2019-05-10 15:24:24

In order to use the Tencent Cloud File Storage (“CFS”) service (the “Service”), you should read and observe this Cloud File Storage Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud File Storage (CFS): means the network attached storage service provided to you by Tencent Cloud that supports file access protocols such as NFS. You may write or read data via a file access protocol such as NFS. **CFS** is scalable on an automatic basis. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 File System Instance: The Service Availability shall be calculated on a single File System Instance basis.

1.3 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16).

1.4 Total Time of a Single File System Instance within a Service Month: the total number of days of the Service Month for such signal File System Instance × 24 (hours) × 60 (minutes).

1.5 Single File System Instance Service Downtime within a Service Month: If (and only if) all your continuous attempts to connect a specific single File System Instance fail within one (1) minute, it shall be deemed that the Service is unavailable within such one (1) minute. If the continuous attempts that have failed last less than one (1) minute, such time will not be counted into the Service downtime. The accumulated Service downtime so calculated in

minutes of a single File System Instance within a Service Month is the Single File System Instance Service Downtime for such Service Month.

1.6 CFS Monthly Service Fee: CFS Monthly Service Fee means the total service fees under a Tencent Cloud account of a client during one calendar month for a single File System Instance (including without limitation storage capacity, bandwidth or other storage management fees), excluding the portion paid but yet to be consumed and the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability

The Service Availability of the Tencent Cloud File Storage service will be calculated on a single File System Instance basis as follows:

$$\text{Service Availability} = \left(\frac{\text{Total Time of a Single File System Instance within a Service Month} - \text{Single File System Instance Service Downtime within a Service Month}}{\text{Total Time of a Single File System Instance within a Service Month}} \right) * 100\%$$

2.2 Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable**

Monthly Service Fee paid by you for such month (the Monthly Service Fee referred herein shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Coupon
99.9% > Av ≥ 99.0%	10% of the Monthly Service Fee
99.0% > Av ≥ 98.0%	20% of the Monthly Service Fee
98.0% > Av	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1** any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.2** any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3** any attack on your application interface or data, or any other misconduct;
- 4.4** any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;

- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any exceeding of the upper limit of the Service capacity corresponding to the version of the Service you purchase, resulting in delay in, or failure of, the delivery of the Service;
- 4.8 any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
- 4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

- 5.1 **The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

CBS Service Level Agreement

Last updated : 2019-07-12 11:35:05

In order to use the Tencent Cloud Block Storage ("CBS") service (the "Service"), you should read and observe this Cloud Block Storage Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Block Storage (CBS): means a persistent block storage service provided by Tencent Cloud for cloud servers. You may access reading and writing operations by mounting CBS to CVM cloud servers. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Total Time of a Single CBS Instance within a Service Month: the total number of days of the Service Month for a Single CBS Instance \times 24 (hours) \times 60 (minutes).

1.4 Single CBS Instance Service Downtime within a Service Month: If (and only if) the access to a single CBS instance continuously fails within one (1) minute, it shall be deemed that the Service with respect to such instance is unavailable within such one (1) minute. If the duration of inaccessibility is less than one (1) minute, such period will not be counted into the Service downtime. The accumulated Service downtime so calculated in minutes of a single CBS instance within a Service Month is the Single CBS Instance Service Downtime within a Service Month.

1.5 CBS Monthly Service Fee: means the aggregate service fees paid by a user for a single CBS instance under a Tencent Cloud account within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability

Service Availability of CBS service is calculated on a single CBS instance basis as follows:

Service Availability = (Total Time of a Single CBS Instance within a Service Month - Single CBS Instance Service Downtime within a Service Month) / Total Time of a Single CBS Instance within a Service Month × 100%

2.2 Standard of Service Availability/ Service Metrics

The Service Availability of the Service will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

If a Service Month has thirty (30) days, the total available time of a single CBS instance in such month will be 43,178.4 minutes (= 30 (days) × 24 (hours) × 60 (minutes) × 99.95%); that is, there may be 21.6 minutes (= 43,200 minutes -- 43,178.4 minutes) Service downtime of the instance in such month.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable**

Monthly Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.95% > Av ≥ 99%	10% of the Monthly Service Fee
99% > Av ≥ 95%	25% of the Monthly Service Fee
95% > Av	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.

4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.3 any attack on any of your application endpoints or data, or any other mal-operation.

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device.

4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products.

4.7 any malfunction resulting from an event of force majeure or accident.

4.8 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Storage Data Service

CLS Service Level Agreement

Last updated : 2020-10-16 16:58:19

Tencent Cloud Log Service Level Agreement

In order to use the Tencent Cloud Log Service (the “Service”), you shall read and comply with this Tencent Cloud Log Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud Log Service

The Cloud Log Service is a one-stop log service platform offered by Tencent Cloud that provides multiple services such as log collection, log storage, log search and analysis, real-time consumption and log delivery, assisting the user in business operations, security monitoring, log audition, and log analysis with logs.

1.2 Service Month(s)

Service Month(s) is the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 User Request and Failed Request

A User Request is a request that is sent by the user and received by the server end of the Cloud Log Service. A Failed Request refers only to such request that is returned with an error code of internal error of the server (5xx errors). None of the following requests shall be deemed as a Failed Request or a User Request:

(1) any request that fails the authentication due to, including but not limited to, the mismatch of calculated signatures and lack of request authorization;

(2) any request that lacks required parameters or contains illegal parameters due to noncompliance with the documentations of Tencent Cloud products.

1.4 Error Rate Per 5 Minutes

The Error Rate Per 5 Minutes is the ratio of the count of Failed Requests returned by the Tencent Cloud Log Service to the count of User Requests in the 5-minute period, which shall be calculated as follows:

$$\frac{\text{Count of Failed Requests per 5 minutes}}{\text{Count of User Requests per 5 minutes}} \times 100\%$$

Error Rate Per 5 Minutes =

1.5 Monthly Service Fee

The Monthly Service Fee is the aggregated amount of fees arising from the usage of the Tencent Cloud Log Service in a Service Month under the user's Tencent Cloud Account. The Monthly Service Fee shall exclude any amount deducted by vouchers, coupons, or service fee waivers.

2. Service Availability

2.1 Calculation of the Service Availability

$$1 - \frac{\text{The sum of Error Rate Per 5 Minutes in a Service Month}}{\text{The total number of 5-minute periods in a Service Month}} \times 100\%$$

Service Availability =

where the total number of 5-minute periods in a Service Month = 12 × 24 × number of days in that Service Month.

2.2 Service Indicator Standard

Tencent Cloud promises that **the Service Availability of the Cloud Log Service will be no less than 99.9%**. If the Service Availability of a Service Month fails to meet the abovementioned standard (other than in any circumstance as provided in the Release of Liabilities provisions), you may open a support ticket with Tencent Cloud for compensations according to the Compensation Plan set forth in this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month.**

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.0%	15% of the Monthly Service Fee
Less than 99.0% but is or higher than 95.0%	30% of the Monthly Service Fee
Less than 95.0%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding period of Service unavailability shall not be counted toward Service downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you^{.*}**

4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;

- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or instructions for using Tencent Cloud products;
- 4.7 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.8 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Smart Data Processing Cloud Infinite Service Level Agreement

Last updated : 2024-07-24 10:31:39

To use the Tencent Cloud Cloud Infinite Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Cloud Infinite Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plan, disclaimer, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Cloud Infinite

[Cloud Infinite](#) provides users with various data processing services, including image processing, content review, media processing, AI recognition, document preview, etc. Users can process data through Tencent Cloud Console, Cloud Infinite SDK and Cloud Infinite API.

1.2 Service Month

Service Month refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Failed Request

Failed Request refers to request that fail to reach the Cloud Infinite server or cannot be returned normally after reaching the server due to a Cloud Infinite system failure.

1.4 Error rate per 5 minutes

Error Rate per 5 Minutes refers to the ratio of the number of Failed Requests returned by Tencent Cloud Cloud Infinite per 5 minutes to the total number of user requests within the 5 minutes. The specific calculation method is as follows:

$$\text{Error Rate per 5 Minutes} = \frac{\text{Failed Requests per 5 minutes}}{\text{total number of user requests per 5 minutes}} \times 100\%$$

2. Service Availability

2.1 Calculation of Service Availability

The calculation of Service Availability of Tencent Cloud Cloud Infinite Service is as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{sum of Error Rate per 5 Minutes within the Service Month}}{\text{number of 5 minutes within the Service Month}}\right) \times$$

2.2 Service Availability Standard

Tencent Cloud Cloud Infinite promises that **the Service Availability of the Services shall not be less than 99.95%** (the "Service Availability Standard"). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to work order compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than 99.95%, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided **in the form of vouchers issued** by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the**

corresponding Monthly Service Fee paid by you for the Services for the respective Service Month

(excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of the monthly service fee of Cloud Infinite
Less than 99% but equal to or higher than 95%	20% of the monthly service fee of Cloud Infinite
Less than 95%	50% of the monthly service fee of Cloud Infinite

3.2 Time limit for claims

(1) If the Service Availability Standard is not met in a Service Month, you may **claim for compensation only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.**

If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. Disclaimer

For service unavailability caused by the following reasons, the corresponding service unavailability time does not fall within the scope of the calculation of service unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

4.1 System maintenance or unavailability warnings after Tencent Cloud notifies users at least 7 days in advance.

4.2 Failures caused by the network, equipment, or configuration that are not Tencent Cloud facilities.

4.3 Failures caused by attacks on the user's application interface or data or other improper behavior.

4.4 Failures caused by the user's negligent authorization, incorrect operation, user-owned equipment or third-party software or equipment.

4.5 Failures caused by force majeure and unexpected events.

4.6 Service unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.7 Circumstances where Tencent Cloud can be exempted from liability or compensation liability as stated in relevant laws and regulations, relevant agreements, relevant rules or relevant rules and instructions separately issued by

Tencent Cloud.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that: under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Database

Tencent Cloud Cloud Database Service Level Agreement

Last updated : 2024-06-19 17:17:57

To use the Cloud Database (High Availability Version) Service (the “Service(s)”) provided by Tencent Cloud to customers, you shall read and comply with this Tencent Cloud Cloud Database (High Availability Version) Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability, data destructibility level indicators, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Cloud Database Service

“Tencent Cloud Cloud Database Service” refers to the public cloud database services based on relational databases, distributed databases, time series databases, document databases, key-value databases, etc. provided by Tencent Cloud to meet the different needs of your various websites, applications and other scenarios This Agreement is only applicable to instances of the High Availability Version of the Tencent Cloud Database, which adopts a one-master-multiple-slaves high-availability architecture, with real-time hot standby, and provide automatic downtime detection and automatic fault transfer, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Unavailability

If all customer attempts to establish a specified cloud database instance or continuous read and write requests fail within a minute, and this status lasts for 1 minute or above, the cloud database instance service is deemed unavailable within that minute.

1.4 Unavailability Minutes for a Single Instance Service

“Unavailability Minutes” for a single instance = Instance unavailability resolution moment - Instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month for a Single Instance Service

“Unavailability Minutes within a Service Month” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

“Total Minutes within the Service Month” is counted as the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.7 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc. If you pay for multiple Monthly Service Fees at one time, the Monthly Service Fee will be calculated based on the number of months purchased.

2. Service Guarantee Indicators

2.1 Service Availability

“Service Availability” is calculated based on a single instance as follows: $\text{Service availability} = (1 - \text{Unavailability Minutes for a Single Instance Service within a Service Month} / \text{Total Minutes for a Single Instance Service within the Service Month}) * 100\%$

2.2 Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95%. If the above Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of vouchers issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	15% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	30% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail**.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

- (1) The instance ID for which the Service is unavailable.
- (2) Duration of Service Unavailability and other relevant evidence.

4. Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

4.1 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.

4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.

4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.

4.4 The time consumed during the operation of a vector database instance under ultra-high performance (for the highest performance, refer to the performance documents of each product) when the response becomes slow, the system freezes, instance resources (i.e., CPU, memory, or IOPS) exceed the limit, or log replay (i.e., redo or recovery) occurs.

4.5 Connection or read/write failure or data loss caused by vector database instance arrears, incorrect password, improper security group configuration, different network types, or disk overuse.

4.6 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.

4.7 Unavailability due to incorrect operations caused by your negligence or operations authorized by you. For example, user-initiated restart, migration, etc.

4.8 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.

4.9 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud, which exempt Tencent Cloud from any liability or release Tencent Cloud from compensation liability, etc.

4.11 Unavailability due to other force majeure.

5. Customer Obligations

You shall not engage in any behavior that violates laws, regulations, or policies when using the Services. Once Tencent Cloud proactively discovers similar behavior or receives relevant complaints from a third party, Tencent Cloud has the right to suspend or terminate the Services at any time without assuming any liability. If Tencent Cloud suffers any losses as a result, you shall compensate for it.

6. Miscellaneous

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. For matters not specified in this agreement, you shall comply with the provisions of the Tencent Cloud Service Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

TencentDB Service Level Agreement(New Version)

Last updated : 2019-10-25 10:01:28

1. General

(1) Tencent Cloud database service (the "**Service**") is the public cloud database service provided by Tencent Cloud based on relational database, distributed database, time series database, document database, etc. to meet different needs of various products including websites and applications. This agreement applies only to master - slave (master - backup) instances.

(2) This Tencent Cloud Database Service Level Agreement (SLA) is supplemental to the Tencent Cloud Service Agreement and the Tencent Cloud Privacy Policy.

(3) Tencent Cloud has the right to amend its terms of service at any time and will announce such amendment via a notice on its website, an email notice or a text message notice, without obtaining additional consent of you.

(4) Unless otherwise specifically stipulated herein, for the purpose of this agreement, a "month" equals to thirty (30) calendar days which shall commence on the date when the Service is activated.

2. Service Guarantee Metrics

2.1 Service Availability

(1) Tencent Cloud guarantees that the availability of the Service will be no lower than 99.95%, which means that the available time of the Service in a month for your instances would be no less than 43,178.4 minutes ($= 30 \text{ (day)} \times 24 \text{ (hour)} \times 60 \text{ (minute)} \times 99.95\%$), provided that the Service within a month may be unavailable for 21.6 minutes ($= 43,200 \text{ minutes} - 43,178.4 \text{ minutes}$).

(2) The Service downtime due to any of the following reasons will not be counted into the Service downtime:

- any scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.
- any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.

- any slow or no responding of any cloud database instance under ultra-high performance pressure; or duration of log re-do or recovery practices.
- any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- any mal-operation due to your negligence, or any operation authorized by you.
- any event of force majeure.

2.2 Data Deletion

Upon your request or prior to disposal or resale of a device, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all your data, and the disks will be demagnetized when they are discarded.

Upon destruction of a database, no data therein can be recovered.

2.3 Data Migration

Tencent Cloud will provide data in a standard database file format to enable you to save such data as a standard "sql" file by import/export tools, by means of which you may transfer such data into a cloud database or export such data onto your own server.

2.4 Data Confidentiality

Tencent Cloud adopts reasonable technical measures, including without limitation network isolation and access control, to ensure the isolation and invisibility of data and resources of different users.

2.5 Right to Know

- (1) The location of data center where data is stored (users may query this by submitting a ticket).
- (2) The number of data backups and the location of data center where the backup data is stored (users may query this by submitting a ticket).
- (3) Tencent Cloud will assist you in choosing a data center with proper network conditions for data storage, and data backup will be allocated dynamically according to the utilization of resources. You, by default, is not required to choose a data center and a cold backup center. If you intend to choose a data center and/or a cold backup center, you may query this by submitting a ticket.
- (4) The local laws and relevant laws of the People's Republic of China that a data center shall comply with.
- (5) None of your data will be provided to any third party unless required by a government regulatory authority for regulation or audit purposes. The database instance behavior log will be used for data analysis of the database operation, but no user data will be presented externally.

2.6 Data Audit

Tencent Cloud may, in accordance with the current laws and regulations, and provided that the relevant procedural and formality requirements are fully compliant, disclose certain information, including without limitation operation log of key components, operation records of operation and maintenance personnel and operation records of users, for the purposes of cooperating with supervision and administration, evidence collection and investigations of governmental or regulatory authorities or otherwise.

2.7 Malfunction Recovery Capacity

Tencent Cloud database has failover capacity by default, which means that automatic failover will be triggered, without any action of a user, when any malfunction of a master server occurs, thus ensuring the continuity of the Service provided to you. You may submit a ticket or call customer service for support when necessary.

2.8 Due and Late Payments

With respect to database instances with payments to be settled on a pre-pay basis (annual or monthly plan), Tencent Cloud will provide you with a 7-day service period upon expiry of the term of the database, and will then terminate the Service upon expiry of such 7-day period. You should bear all cloud service fees (if any) incurred during such 7-day period, settle all your payments prior to the expiry of the 7-day period and complete the migration of all your data. Tencent Cloud database system will automatically delete all your data fourteen (14) days following such expiry or termination.

With respect to database instances with payments to be settled on a post-pay basis (pay-per-use), Tencent Cloud will provide you with a 2-hour service period when any payment of your account is overdue and will then terminate the Service upon expiry of such 2-hour period. You should bear all cloud service fees (if any) incurred during such 2-hour period and should timely top up your account to ensure the balance remains more than RMB0. Tencent Cloud database system will automatically delete all your data when the balance of your account remains less than RMB0 for twenty-four (24) hours.

3. Service Compensation

3.1 Scope

If a user is not able to use Tencent Cloud database in a regular way or is completely unable to access the database due to any malfunction attributable to Tencent Cloud, the user has the right to require Tencent Cloud to compensate for such incident/malfunction. The application for such compensation must be submitted within three (3) months following the month for which the availability of the underlying Tencent Cloud database instance fails to meet the relevant standard, and any application submitted thereafter will not be accepted by Tencent Cloud.

3.2 Standards for Compensation

Duration of malfunction = the time when the malfunction is fixed-- the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 1 minute and 1 second, it will be calculated as 2 minutes.

One hundred times compensation for Tencent Cloud database malfunction:

(1) Pre-pay: the compensation will be made by extending the use period of the failed database, extended time = duration of malfunction \times 100.

(2) Post-pay: the compensation will be made in the form of voucher, the amount of voucher = daily fee of the failed database / 24 / 60 \times duration of malfunction \times 100.

Elastic Cache Service Level Agreement

Last updated : 2024-08-01 09:39:43

To use the Tencent Cloud Elastic Cache Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Elastic Cache Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plan, disclaimer, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Elastic Cache Service

“Tencent Cloud Elastic Cache Service” refers to the database service provided by Tencent Cloud that is compatible with Redis and Memcached protocols and is used to meet your business needs in caching and other scenarios, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Unavailability

If all your attempts to establish a connection with the purchased elastic cache instance fail within a minute, the Services of the elastic cache instance is deemed “Service Unavailability” within that minute.

1.4 Unavailability Minutes for a Single Instance

Unavailability Minutes for a Single Instance = instance unavailability resolution moment - instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month

“**Unavailability Minutes within a Service Month**” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

“**Total Minutes within the Service Month**” is counted as the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.7 Monthly Service Fee

“**Monthly Service Fee**” refers to the total amount of service fee consumed by you for a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions.

2. Service Availability

2.1 Service Availability Calculation Method

“**Service Availability**” is calculated based on a single instance as follows: $\text{Service Availability} = (1 - \text{Unavailability Minutes for a Single Instance within a Service Month} / \text{Total Minutes for a single instance within the Service Month}) * 100\%$

2.2 Service Availability Standard

Tencent Cloud provides the following Service Availability Standard (the “**Service Availability Standard**”): Service Availability of a single availability zone deployment in the same region shall not be less than 99.95%; Service Availability of multiple availability zones in the same region, and when the number of replicas (excluding the primary node) is greater than or equal to 2, shall not be less than 99.99%; for cache services deployed to multiple availability zones in multiple regions of Tencent Cloud through global replication, and the number of replicas of a single global replication instance (excluding the primary node) is greater than or equal to 2, and the primary instance role is enabled for all cache instances in the replication group, the Service Availability shall not be less than 99.999% (in this case, the time of service unavailability will be calculated according to the actual unavailability time, even if the duration of such unavailability is less than 1 minute). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective Service Month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

If there is a cache service deployed in a single available zone in the same region of Tencent Cloud, the following service levels and service credits apply to the use of the cache service by these customers:

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	30% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

If there is a cache service deployed in multiple availability zones in the same region of Tencent Cloud, and the number of replicas (excluding the primary node) is greater than or equal to 2, the following service levels and service credits apply to the use of the cache service by these customers:

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.99% but equal to or higher than 99.95%	10% of Monthly Service Fee
Less than 99.95% but equal to or higher than 99%	30% of Monthly Service Fee
Less than 99%	100% of Monthly Service Fee

If there is a cache service that is deployed to multiple availability zones in multiple regions of Tencent Cloud through global replication, and the number of replicas of a single global replication instance (excluding the primary node) is greater than or equal to 2, and the primary instance role is enabled for all cache instances in the replication group, the following service levels and service credits apply to the use of the cache service by these customers:

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.999% but equal to or higher than 99.99%	10% of Monthly Service Fee
Less than 99.99% but equal to or higher than 99.95%	30% of Monthly Service Fee
Less than 99.95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Compensation Application Materials

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

- (1) The instance ID for which the Service is unavailable.
- (2) The duration of Service Unavailability and relevant evidence. It is recommended to provide screenshots of traffic indicators on the Tencent Cloud Observability Platform.

4. Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Normal maintenance notified in advance by Tencent Cloud, such as planned downtime for cutover, upgrade, drill, etc.
- 4.2 Unavailability due to network or equipment failure or configuration adjustment other than that of Tencent Cloud equipment.
- 4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.
- 4.4 The elastic cache instance responds slowly and the system freezes under ultra-high-performance pressure.
- 4.5 Unavailability due to your usage exceeds the specifications provided by the product (such as the number of network connections, memory capacity, etc.).
- 4.6 System unavailability due to isolation of Services due to arrears.
- 4.7 Unavailability due to the loss or leakage of data, passwords, etc. caused by your improper maintenance or improper confidentiality.
- 4.8 Unavailability due to incorrect operations caused by your negligence or operations authorized by you.
- 4.9 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.
- 4.11 Unavailability due to other force majeure.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you

have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

DTS Service Level Agreement

Last updated : 2024-08-05 10:25:26

In order to use the Tencent Cloud Data Subscription Service (the “Service”), you shall read and comply with this Tencent Cloud Data Subscription Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability or success rate, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Data Subscription Service

Refers to the unified incremental data subscription services provided by Tencent Cloud to you with Tencent Cloud database as the core through the data subscription service in the Data Transmission Service products, including the data subscription service, data subscription SDK, etc. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud. You can subscribe to the incremental data of Tencent Cloud database through the Service and consume it in the real time to achieve the application of incremental data by downstream systems.

1.2 Service Month(s)

Refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 7, there will be four (4) Service Months (the first Service Month from March 7 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 6). The Service Availability will be calculated separately for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month

If you continuously fail to consume all information through the Data Subscription SDK of the Service and the failure state lasts for more than 5 minutes, the minutes in the failure state will be counted as Service Downtime Calculated in Minutes within a Service Month (less than 1 minute will be counted as 1 minute). For example, if the failure status lasts for 6 minutes and 01 seconds, Service Downtime Calculated in Minutes is calculated as 7 minutes. The sum of Service Downtime Calculated in Minutes in a Service Month is Service Downtime Calculated in Minutes within a Service Month.

1.4 Total Number of Minutes within a Service Month

Total Number of Minutes within a Service Month = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Monthly Service Fee

Refers to the total service fee you pay for a single Data Subscription Service in a Service Month, excluding the amount you have purchased but not yet consumed. If you pay for several Service Months at once, the Monthly Service Fee will be apportioned based on the number of Service Months purchased.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability shall be calculated on the basis of a single instance as follows:

Service Availability = (1 - Service Downtime Calculated in Minutes within a Service Month of a single instance / Total Number of Minutes within a Service Month of a single instance) × 100%

The single instance refers to a data subscription instance created through the Tencent Cloud Data Subscription console.

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud shall be no less than 99.95% ("Service Availability Standard"). **If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Article 3 of this Agreement.**

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the Service Availability Standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;

4.2 any failure or configuration adjustment of any network or equipment that is not attributable to Tencent Cloud;

4.3 any attack on your application interface or data, or any other misconduct;

4.4 any loss or leak of data, passcode or password due to your improper maintenance and improper confidentiality measures;

4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;

4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;

4.7 any delayed or dropped pushes due to usage exceeding the service capability limit of the current paid version;

4.8 any unavailability of the Service or failure to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud;

4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total Service Fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud shall be entitled to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

Cloud Database for MySQL Service Level Agreement

Last updated : 2024-06-19 17:20:17

To use the Cloud Database for MySQL (High Availability Version and Financial Version) Service (the “Service(s)”) provided by Tencent Cloud to customers, you shall read and comply with this Tencent Cloud Cloud Database for MySQL (High Availability Version and Financial Version) Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability, data destructibility level indicators, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Cloud Database Service

“**Tencent Cloud Cloud Database Service**” refers to the public cloud database services based on relational databases, distributed databases, time series databases, document databases, key-value databases, etc. provided by Tencent Cloud to meet the different needs of your various websites, applications and other scenarios. This Agreement is only applicable to instances of the High Availability Version and Financial Version of the Tencent Cloud Database, which adopt a one-master-multiple-slaves high-availability architecture, with real-time hot standby, and provide automatic downtime detection and automatic fault transfer, subject to the Services you purchase, and the service contents provided by Tencent Cloud..

1.2 Service Month

“**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Unavailability

If all customer attempts to establish a specified cloud database instance or continuous read and write requests fail within a minute, and this status lasts for 1 minute or above, the cloud database instance service is deemed unavailable within that minute.

1.4 Unavailability Minutes for a Single Instance Service

“Unavailability Minutes” for a single instance = Instance unavailability resolution moment - Instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month for a Single Instance Service

“Unavailability Minutes within a Service Month” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

“Total Minutes within the Service Month” is counted as the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.7 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc.

2. Service Guarantee Indicators

2.1 Service Availability

“Service Availability” is calculated based on a single instance as follows: $\text{Service availability} = (1 - \text{Unavailability Minutes for a Single Instance Service within a Service Month} / \text{Total Minutes for a Single Instance Service within the Service Month}) * 100\%$

2.2 Service Indicator Standard

(1) Multi Availability Zone Deployment

The Service Availability of the **three-node multi availability zone** service provided by Tencent Cloud shall not be less than 99.99%.

The Service Availability of the **dual-node multi availability zone** service provided by Tencent Cloud shall not be less than 99.97%.

(2) Single Availability Zone Deployment

The Service Availability of the **three-node single availability zone** service provided by Tencent Cloud shall not be less than 99.97%.

The Service Availability of the **dual-node single availability zone** service provided by Tencent Cloud shall not be less than 99.95%.

If the above Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of vouchers issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Type	Service Availability within a Service Month	Compensation Voucher Amount
Three-Node Multi Availability Zone	Less than 99.99% but equal to or higher than 99.00 %	15% of Monthly Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30 % of Monthly Service Fee
	Less than 95.00%	100% of Monthly Service Fee
Dual-Node Multi Availability Zone/ Three-Node Single Availability Zone	Less than 99.97% but equal to or higher than 99.00%	15% of Monthly Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30 % of Monthly Service Fee

	Less than 95.00%	100% of Monthly Service Fee
Dual-Node Single Availability Zone	Less than 99.95% but equal to or higher than 99.00%	15% of Monthly Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30 % of Monthly Service Fee
	Less than 95.00%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met. If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

- (1) The instance ID for which the Service is unavailable.
- (2) Duration of Service Unavailability and other relevant evidence.

4. Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.
- 4.4 The time consumed during the operation of cloud database instance under ultra-high performance (for the highest performance, refer to the performance documents of each product) when the response becomes slow, the system freezes, instance resources (i.e., CPU, memory, or IOPS) exceed the limit, or log replay (i.e., redo or recovery) occurs.
- 4.5 Connection or read/write failure caused by cloud database instance arrears, incorrect password, improper security group configuration, different network types, or disk overuse.
- 4.6 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.
- 4.7 Unavailability due to incorrect operations caused by your negligence or operations authorized by you. For example, user-initiated restart, migration, etc.
- 4.8 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.9 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud, which exempt Tencent Cloud from any liability or release Tencent Cloud from compensation liability, etc.
- 4.11 Unavailability due to other force majeure.

5. Customer Obligations

You shall not engage in any behavior that violates laws, regulations, or policies when using the Services. Once Tencent Cloud proactively discovers similar behavior or receives relevant complaints from a third party, Tencent Cloud has the right to suspend or terminate the Services at any time without assuming any liability. If Tencent Cloud suffers any losses as a result, you shall compensate for it.

6. Miscellaneous

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. For matters not specified in this agreement, You shall comply with the provisions of the Tencent Cloud Service Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

TDSQL-C MySQL Service Level Agreement

Last updated : 2024-06-28 14:56:49

To use the Tencent Cloud TDSQL-C MySQL Service (the “Service(s)”), you shall read and comply with this Tencent Cloud TDSQL-C MySQL Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 TDSQL-C MySQL Service

The “TDSQL-C MySQL Service” provided by Tencent Cloud refers to the public cloud database service based on relational database, cloud native database, etc. provided by Tencent Cloud to meet the different needs of your various websites, applications and other scenarios. This Agreement is only applicable to Tencent Cloud TDSQL-C MySQL instances, which adopt high-availability architecture, real-time hot standby, and provide automatic downtime detection and automatic fault transfer.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service Availability will be accounted separately for each Service Month.

1.3 Service Unavailability

If all customer attempts to establish a connection with the TDSQL-C MySQL instance or continuous attempts to read and write requests fail within a minute, and this status lasts for 1 minute or more, the cloud database instance service is deemed unavailable within that minute.

1.4 Unavailability Minutes for a Single Instance

Unavailability Minutes for a single instance = Instance unavailability resolution moment - Instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month for a Single Instance

“Unavailability Minutes within a Service Month” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

“Total Minutes within the Service Month” is counted as the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.7 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for the a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. If you pay for multiple months of service fees at one time, the Monthly Service Fee will be calculated based on the number of months purchased. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc.

2. SERVICE GUARANTEE INDICATORS

2.1 Service Availability

“Service Availability” is calculated based on a single instance as follows: $\text{Service availability} = (1 - \text{Unavailability Minutes for a Single Instance within a Service Month} / \text{Total Minutes for a Single Instance within the Service Month}) \times 100\%$

2.2 Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than **99.99%** (the **“Service Indicator Standard”**). If the Service Indicator Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Indicator Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standards

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc. Once the above behavior is discovered, Tencent Cloud has the right to suspend or terminate the provision of the Services to you and recover from you the losses caused to Tencent Cloud due to the illegal use of vouchers. You shall bear the losses caused by this.

(2) If the Service Indicator Standard is not met in a Service Month, **the compensation will be calculated separately according to the corresponding Service Month, and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.99% but equal to or higher than 99%	15% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	30% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Indicator Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Indicator Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail**.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Indicator Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Service does not meet the Service Indicator Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

(1) The instance ID for which the Service is unavailable.

(2) Duration of Service Unavailability and other relevant evidence.

4. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.
- 4.4 The time consumed during the operation of a vector database instance under ultra-high performance (for the highest performance, refer to the performance documents of each product) when the response becomes slow, the system freezes, instance resources (i.e., CPU, memory, or IOPS) exceed the limit, or log replay (i.e., redo or recovery) occurs.
- 4.5 Connection or read/write failure or data loss caused by vector database instance arrears, incorrect password, improper security group configuration, different network types, or disk overuse.
- 4.6 Unavailability caused by loss or leakage of data, passwords, etc. due to improper maintenance or confidentiality by yourself.
- 4.7 Unavailability due to incorrect operations caused by your negligence or operations authorized by you. For example, user-initiated restart, migration, etc.
- 4.8 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.9 Unavailability or failure to meet the Service Indicator Standard not attributed to Tencent Cloud.
- 4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.
- 4.11 Unavailability due to other force majeure.

5. CUSTOMER OBLIGATIONS

You shall not engage in any behavior that violates laws, regulations, or policies when using the Services. Once Tencent Cloud proactively discovers similar behavior or receives relevant complaints from a third party, Tencent

Cloud has the right to suspend or terminate the Services at any time without assuming any liability. If Tencent Cloud suffers any losses as a result, you shall compensate for it.

6. MISCELLANEOUS

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If you have used the Services for more than 12 months, Tencent Cloud's compensation liability for breach of contract in aggregate shall not exceed the total amount of service fees you have paid for the Services in the past 12 months before the damage occurs.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Cloud Database Terms of Service

Last updated : 2024-06-19 17:21:59

This Terms of Service is an agreement between Tencent Cloud and you regarding your use of the database service (the “Service(s)”). To use the Services, you shall read and fully understand the terms and conditions of this Terms of Service. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Terms of Service. By confirming through the website, or accepting this Terms of Service in any other explicit or implicit manner, or using the Services, you are deemed to have read and agreed to be bound by this Terms of Service. This Agreement shall have legal effect between you and Tencent Cloud.

To use the Services, you shall comply with this Terms of Service, the [Tencent Cloud Service Agreement](#) and the Service Rules of the Services. The Service Rules shall be based on the content displayed on the Tencent Cloud official website or other relevant pages. You must understand the Service Rules in advance and operate in accordance with the Service Rules to ensure smooth use of the Services. “Service Rules” refer to the service terms, rules, instructions, standards, etc. related to the service content, service level, technical specifications, operation documents, billing standards, etc. of the Services.

1. Service Content

1.1 The Services are database service provided by Tencent Cloud. For detailed information about the specific service content, please refer to [the official website of Tencent Cloud](#). The Services include a variety of database products, and each product has different agreements on charging standards and service content. Please read the Service Rules carefully before activating the service and determine the specific service content to purchase or use based on your own needs and circumstances.

1.2 Tencent Cloud may provide specific Services or parts of Services (the “**Free Services**”) to eligible customers for various reasons such as customer repay and marketing promotions. You understand and agree that Free Services are additional discounts provided by Tencent Cloud to customers. The service content of Free Services (including but not limited to service standards, etc.) may differ from that of full-priced services. You need to pay attention to this and confirm that you agree to accept it. Otherwise, please do not use the Free Services.

2. Service Fee

2.1 The settlement method and billing standards of the Services are clearly stated on your ordering page. You should pay the service fees in full in advance or maintain a sufficient balance in your Tencent Cloud service account (the “**Account**”) in accordance with the Service Rules of the selected product to ensure continuous use of the service. Tencent Cloud will deduct the service fees from your Tencent Cloud account based on the price system in effect at the time as publicized on the page.

2.2 After the Services are activated, even if you have not added new service items or resources, and have not performed any new operations, some Services will continue to occupy resources and will therefore continue to incur charges. You should renew or close the Services in a timely manner.

2.3 Tencent Cloud reserves the right to stop providing Services and technical support to you, or to terminate Services and technical support, before you have paid all fees as agreed. At the same time, Tencent Cloud has the right to require you to pay the service fees that you have not paid before the termination of the Services.

2.4 Tencent Cloud may launch preferential measures such as “limited-time free”, “limited-time discount”, “limited discount”, “recharge discount” and free Services (collectively, the “**Preferential Measures**”) during a specific period due to various reasons such as marketing activities and product promotion. You understand and agree that these Preferential Measures may be temporary, phased or have quantity restrictions, or may only apply to customers who meet specific terms. You need to purchase and use the corresponding Services in accordance with the corresponding rules. Unless otherwise clearly stated in writing, Tencent Cloud's Preferential Measures cannot be applied simultaneously.

2.5 Unless we specify otherwise in a notice, the fees and charges for any new Services or new features of the Services will take effect when we publish the updated fees and charges on our official website. We may increase or add fees or charges for an existing Service you are using after giving you at least 30 days' prior notice.

3. Rules of Use

3.1 You shall comply with the laws and regulations of the country or region to which you belong and in which you are located, and obtain the registration, license or approval (if necessary) from the relevant departments in accordance with the regulations to ensure that you conduct business or non-business activities in accordance with the law, including but not limited to relevant laws, regulations and policy requirements that have been promulgated or will be promulgated in the future by the state and local governments.

3.2 You have the right to use the Services in accordance with this Terms of Service, but you must comply with relevant laws, regulations and the Service Rules when using the Services, and ensure that you have the business qualifications and capabilities required by the laws and regulations. You may not engage in any behavior that violates the laws and regulations or provide convenience for them.

3.3 When using the Services, you must maintain the order and security of the Internet and must not infringe upon the legitimate rights and interests of any entity (including but not limited to intellectual property rights, etc.).

3.4 Tencent Cloud provides you with the technical capabilities of the Services in accordance with the law. The information you need to use the Services should be collected and used by you in accordance with relevant laws and

regulations and this Terms of Service. The information you collect will be used entirely and only to meet your needs for using the Services.

3.5 If the business activities you conduct using the Services provided by Tencent Cloud require the permission or approval of relevant national authorities, you should obtain the relevant permission or approval. **You understand and acknowledge that any business or non-business activities require the permission or approval of relevant national authorities and should comply with the requirements of relevant national and local laws and regulations promulgated from time to time.**

3.6 Except as expressly permitted by Tencent Cloud, you may not modify, translate, adapt, rent, sublicense, disseminate on the information network, or transfer the services or software provided by Tencent Cloud, nor may you reverse engineer, decompile, or attempt to discover the source code of the services or software provided by Tencent Cloud in other ways.

3.7 If Tencent Cloud's Services involve the licensed use of third-party software, you agree to abide by the relevant license agreements.

3.8 You agree not to distribute email advertisements or spam (SPAM): You shall not use the Services provided by Tencent Cloud to distribute a large number of unwanted or unsolicited emails, electronic advertisements, or emails containing reactionary, pornographic, or other harmful information.

3.9 You agree not to use the resources and services provided by Tencent Cloud to upload, download, store, or publish the following information or content, and not to provide any convenience for others to publish such information (including but not limited to setting URLs, BANNER links, etc.):

Political propaganda or news information that violates national regulations.

Information involving state secrets or security.

Feudal superstition or obscene, pornographic, vulgar information or information that instigates crime.

Illegal Internet publishing activities such as prize-winning betting, gambling games, "private servers", and "plug-ins".

Information that violates national ethnic and religious policies.

Information that interferes with the security or operation of the Internet.

Information that infringes upon the legitimate rights and interests of others or other information or content that is detrimental to social order, public security, and public morals.

Other content that violates laws, regulations, departmental rules or national policies.

3.10 You agree not to conduct any behavior that undermines or attempts to undermine network security (including but not limited to phishing, hacking, online fraud, websites or spaces containing or suspected of spreading: viruses, Trojans, malicious codes, and suspected attacks on other websites and servers through virtual servers such as scanning, sniffing, ARP spoofing, DOS, etc.).

3.11 You agree not to make any changes or attempt to change the system configuration provided by Tencent Cloud or to undermine system security.

3.12 You agree not to engage in other illegal, irregular or behavior violating Tencent Cloud Terms of Service.

3.13 If Tencent Cloud finds that you have violated the above terms, it has the right to take appropriate measures according to the circumstances, including but not limited to immediate termination of Services, suspension of Services or deletion of relevant information. If a third-party organization or individual raises questions or complaints against you,

Tencent Cloud will notify you and you are responsible for explaining and providing supporting materials within the specified time. If you fail to provide contrary evidence or fail to provide feedback within the time limit, Tencent Cloud will take measures including but not limited to immediate termination of Services, suspension of Services or deletion of relevant information. If we fail to contact you because you fail to update your contact information in a timely manner or if your contact information is incorrect, it will also be deemed that you have failed to provide feedback within the time limit.

3.14 You should not install or use pirated software on Tencent Cloud Services or platforms; you bear full responsibility for the consequences of your actions (such as software installed by yourself and operations performed).

3.15 You are responsible for the integrity and confidentiality of the data you store on the Tencent Cloud platforms and the passwords and codes used to access and manage various products and Services on the Tencent Cloud platforms. You shall be solely responsible for any losses and consequences caused by the loss or leakage of the above data, passwords and codes due to your improper maintenance or improper confidentiality.

3.16 Please keep your data keys properly. Tencent Cloud Database Service will not store your data keys. This means that after you use the encryption function of Tencent Cloud Database to encrypt your data, if the data cannot be decrypted, Tencent Cloud will not be responsible for this. In addition, you can activate the Key Management Service. For details of the relevant service level agreement, please refer to [the Key Management Service \(KMS\) Service Level Agreement](#).

3.17 You shall submit to Tencent Cloud the contact persons for executing this Terms of Service and the list and contact information of the personnel who manage the user network and various products and services on the cloud platform and provide necessary assistance. If there are any changes to the above personnel, you shall update the changed information online and notify Tencent Cloud in a timely manner. You shall be responsible for any consequences arising from the untrue, inaccurate, or incomplete information provided by you and the actions or omissions of the above personnel.

3.18 You are responsible for the data content you store in the Tencent Cloud Database. Tencent Cloud reminds you to carefully judge the legality of the data content and supervise it. If the uploaded or stored content violates laws, regulations, departmental rules or national policies or endangers national security, all consequences and responsibilities caused by this will be borne by you. Tencent Cloud reserves the right to suspend or terminate your database service and delete the corresponding information without notifying you, without assuming any obligations and responsibilities.

3.19 You must keep the access log records of your website in accordance with the relevant local laws and regulations, including the content of the information published and its publishing time, Internet address (IP), domain name, etc., and provide them in cooperation with the relevant state authorities when they make inquiries in accordance with the law. You shall bear all legal responsibilities arising from failure to keep relevant records in accordance with the regulations.

3.20 You understand that Tencent Cloud cannot guarantee that the services it provides are flawless (for example, Tencent Cloud security products cannot guarantee the absolute security of your hardware or software), but Tencent Cloud promises to continuously improve the quality and level of the Services. Therefore, you agree that even if there are defects in the Services provided by Tencent Cloud, such defects are unavoidable given the technical level of the

industry at that time and will not be considered as a breach of contract by Tencent Cloud. You agree to work with Tencent Cloud to resolve the above defects.

3.21 Before you use the Tencent Cloud Database, you should carefully read the service description of the Services on the Tencent Cloud website and follow the relevant operating instructions. Please operate with caution and take the risk. Failure to follow the relevant instructions may result in consequences including but not limited to the deletion of the database, incorrect calculation results, and poor computing performance. You understand and acknowledge that you will be responsible for the consequences of your own operations.

3.22 For the sake of data security, some products or Services of Tencent Cloud Database may configure data backup and rollback functions for you. The specific backup and recovery time shall be subject to the documentation of each product. You are responsible for completing the configuration and planning of your database backup and rollback related functions.

3.23 You can use the user and authorization management function in some products to authorize all or part of your database operation permissions to one or more authorized accounts designated by you. All operations performed under any authorized account will be deemed to be performed by you through your own account. You understand and agree that the use of the user and authorization management function is the result of your independent and prudent judgment. You will be fully responsible for all operations under the authorized account and the results arising therefrom, and you will bear the corresponding service fees.

3.24 Tencent Cloud is only responsible for the operation and maintenance of the underlying parts below the database system and the software provided by Tencent Cloud, i.e., the relevant technical architecture and operating system of the cloud database service. You are responsible for the application part above the database.

4. User Data

4.1 You declare and guarantee that the data you process, store, upload, download, distribute and process in other ways through the services provided by Tencent Cloud are your user business data, and you fully own your user business data.

4.2 You are responsible for the source and content of your user business data. Tencent Cloud reminds you to carefully judge the legality of the source and content of the data. You shall bear all the consequences and responsibilities caused by the violation of applicable laws, regulations, departmental rules or national policies by your user business data. You declare and guarantee that: (1) you have all the rights required to provide user data to Tencent, authorize Tencent to use user data in accordance with the terms of service, and allow you to use relevant user data when using the service; (2) user data and your use of user data through the service do not violate any law or the rights of anyone.

4.3 Tencent Cloud will not make any unauthorized use or disclosure of user business data except for executing your service requirements and fulfilling this Terms of Service, except in the following circumstances:

Comply with applicable laws or protect the rights of Tencent;

Comply with valid court orders, lawful requests from governments or law enforcement agencies, or other requirements that Tencent Cloud cooperate with legal proceedings;

You and Tencent Cloud have reached an agreement separately.

4.4 You can delete, modify, and conduct other operations on your user business data. If you release the Services or delete the data on your own, Tencent Cloud will delete your online data and will no longer retain such data in accordance with your instructions. You should be cautious in deleting, modifying, and other operations on your data.

4.5 When the service period expires, or the Services are terminated early (including but not limited to early termination by mutual agreement of both parties, early termination due to other reasons, etc.) or you are in arrears, unless expressly stipulated by laws and regulations, required by the competent authorities or otherwise agreed by both parties, Tencent Cloud will continue to store your user business data (if any) only during a certain buffer period (subject to the time limit specified in the exclusive terms, product documentation, service description, etc. applicable to the service you ordered). Upon the expiration of the buffer period, Tencent Cloud will delete all user business data, including all cached or backup copies, and will no longer retain any of your user business data.

4.6 Once deleted, user business data cannot be recovered; you shall bear the consequences and responsibilities caused by the deletion of data. You understand and agree that Tencent Cloud has no obligation to continue to retain, export or return user business data.

4.7 To ensure the stability of your database resources, the backend system will periodically perform maintenance operations on the database resources that store your user business data during the maintenance time you set. During the maintenance time period, the relevant resources may experience a flash disconnection. Please ensure that the application has a reconnection mechanism. You can set the maintenance time period during the off-peak period of business according to business rules to avoid possible impact on the business during the maintenance process.

4.8 Based on the agreement between you and Tencent Cloud, Tencent Cloud stores user business data in the data center selected by you. Tencent Cloud abides by its security commitment to users and protects your data stored in the Tencent Cloud Data Center in accordance with applicable laws.

5. Intellectual Property

5.1 The trademark rights, copyrights or other intellectual property rights enjoyed by each party shall still belong to each party individually and will not be transferred to the other party or transferred to the joint enjoyment of both parties due to the signing or performance of this Terms of Service.

5.2 Each party shall respect the intellectual property rights of the other party or any third party. If any third party files a lawsuit or claims compensation against the other party due to infringement of its intellectual property rights or other legitimate rights and interests, the responsible party shall independently handle the relevant disputes, compensate the other party for the direct economic losses, and exempt the other party from liability.

5.3 The intellectual property rights related to the Services (including but not limited to trademarks, copyrights, patents, etc.) belong to Tencent Cloud (except for those that belong to a third party according to law). Your purchase or use of the Services does not result in the transfer of any intellectual property rights related to the Services.

5.4 The intellectual property rights of any information, technology, software, services, etc. provided to you by Tencent Cloud belong to Tencent Cloud (except those that belong to a third party according to law). You are only entitled to use

them in accordance with this Terms of Service and shall not infringe upon the relevant intellectual property rights of Tencent Cloud in any way. Unless Tencent Cloud expressly agrees, you have no right to copy, disseminate, transfer, license or provide others with the use of the above information, technology, software, services, etc. and their related intellectual property rights. You shall not crack, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or bypass any technical restrictions on the software and systems provided by Tencent Cloud.

6. Confidential Information

6.1 For the purpose of this Agreement, the parties have or will provide or disclose certain Confidential Information, where the party disclosing the Confidential Information is the “**Disclosing Party**” and the party receiving the Confidential Information is the “**Receiving Party**”.

6.2 “**Confidential Information**” refers to non-public information, information, data, materials, etc. held by the Disclosing Party and related to its business, operations, technology and rights, including but not limited to business plans, business information, technology-related knowledge and information, ideas, concepts, plans, provided goods or manufacturer information, customer information, personnel information, business plans, service prices and discounts, financial status and other business activities.

6.3 If the information learned by the Receiving Party from the Disclosing Party is marked or reasonably recognized as the Disclosing Party’s Confidential Information, the Receiving Party shall keep the Disclosing Party’s Confidential Information confidential and shall not disclose it to a third party or use it for purposes other than this Terms of Service in any manner without the Disclosing Party’s written consent. The Receiving Party shall treat the Disclosing Party’s Confidential Information with the same degree of care as it treats its own confidential information (and no less than the obligation of reasonable prudence).

6.4 Notwithstanding the foregoing agreement, the relevant information shall not be deemed as confidential information if any of the following circumstances is met:

Information that the Receiving Party already holds through legal channels or methods before the Disclosing Party discloses it to the recipient.

The information is already in the public domain, or is disclosed without the recipient’s violation of this Agreement.

Information that the Receiving Party lawfully learns from other third parties who are entitled to disclose the information and are not under any obligation to keep it confidential.

Information independently acquired or developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

6.5 If the Receiving Party needs to disclose the Disclosing Party’s Confidential Information in accordance with the law based on relevant laws, regulations, rules, or the requirements of the regulatory authorities, it shall not be deemed as a violation of this Agreement. At the same time, the Receiving Party shall strive to help the Disclosing Party effectively limit the scope of disclosure of the Confidential Information and protect the Disclosing Party’s legitimate rights and interests.

6.6 The confidentiality obligations of both parties shall remain valid during the validity period of this Terms of Service and after its expiration until the relevant information no longer holds any confidential significance.

6.7 Once a Confidential Information leak occurs, the parties shall cooperate to take all reasonable measures to avoid or mitigate the consequences of damage; if losses are caused to the Disclosing Party, the Receiving Party shall compensate the Disclosing Party for the direct economic losses caused thereby.

6.8 Tencent Cloud will protect your relevant information in accordance with the provisions of the published TencentCloud Privacy Protection Statement.

7. Use/Termination of Service

7.1 If the Services are prepaid, you must pay the corresponding service fee in advance according to the Service Rules before you can use the Services. If the Services are postpaid, you can use the Services in accordance with the Service Rules after submitting the activation application and passing it. Tencent Cloud will bill you based on your actual usage and directly deduct the equivalent amount from your account.

7.2. In the event of any of the following circumstances, Tencent Cloud will terminate the provision of the Services to you:

The parties terminate the Services by mutual agreement.

Due to changes in its own operating policies, Tencent Cloud terminate the Services under this Terms of Service in advance by issuing an announcement on the website, sending a notice on an appropriate page on the website, or sending you an in-site notice or written notice.

Due to your serious violation of this Terms of Service (including but not limited to a. your failure to perform payment obligations as agreed in this Terms of Service, b. your serious violation of the commitments made in this Terms of Service, c. your serious violation of legal provisions, etc.), Tencent Cloud has the right to unilaterally terminate the Services in accordance with the relevant provisions of this Terms of Service.

You understand and fully acknowledge that although Tencent Cloud has established (and will continue to improve in accordance with technological development) necessary technical measures to prevent matters or behaviors that endanger network security, including computer viruses, network intrusions and attacks (hereinafter collectively referred to as such behaviors), in view of the limitations and relativity of network security technology and the unpredictability of such behaviors, if you encounter such behaviors and it causes harm to Tencent Cloud or other networks or servers of Tencent Cloud (including but not limited to local, foreign and international networks, servers, etc.), or affects the smooth connection between Tencent Cloud and the international Internet or between Tencent Cloud and specific networks, servers and Tencent Cloud itself, Tencent Cloud may decide to suspend or terminate the Services.

Tencent Cloud may terminate this Terms of Service 30 days in advance by notifying you on [the Tencent Cloud official website](#) or by sending you a notice on the website or in writing. At that time, Tencent Cloud shall refund the amount you have paid but not spent to your Tencent Cloud account.

8. Limitation of Liability

8.1 You understand and agree that you may encounter the following situations that may cause service interruption during the use of Tencent Cloud Services. In the event of the following situations, Tencent Cloud shall promptly cooperate with relevant units to repair them, but Tencent Cloud will not be liable for any losses caused to you.

Force majeure includes but not limited to natural disasters, government actions, promulgation and adjustment of laws and regulations, unrest and other objective circumstances that are unforeseeable, unavoidable and insurmountable.

Reasons caused by basic operators include but not limited to technical adjustments by telecommunications departments, damage to telecommunications/power lines by others, and installation, transformation, and maintenance of telecommunications networks/power resources by telecommunications/power departments.

Network security incidents, such as computer viruses, Trojans or other malicious programs, and damage caused by hacker attacks.

You use Tencent Cloud Services in a manner not authorized by Tencent Cloud, you operate improperly, or your computer software, system, hardware, and communication lines occur malfunction.

Other situations that are not Tencent Cloud's fault and that Tencent Cloud cannot control or reasonably foresee.

Tencent Cloud needs to suspend the Services for a short period of time when performing server configuration and maintenance.

The access speed of your website is reduced due to congestion on the Internet.

8.2 If the performance of this Terms of Service is delayed or any party breaches the Terms of Service due to force majeure, reasons of the basic operator, network security incidents or other events beyond the reasonable control of the parties, neither party shall be liable for breach of contract. However, the affected party shall notify the other party as promptly as possible. If the aforementioned events hinder the performance of the Terms of Service for more than 30 days, either party may terminate the Terms of Service by giving the other party written notice 15 days in advance. If the Terms of Service is terminated due to this clause, neither party shall be liable for breach of contract.

8.3 You understand and agree that Tencent Cloud's Services are provided in accordance with the current status of existing technologies and conditions. Tencent Cloud will make every effort to ensure the continuity and security of the Services, but Tencent Cloud cannot guarantee that the Services it provides are flawless. Therefore, even if there are defects in the services provided by Tencent Cloud, if the above defects are unavoidable due to the technical level of the industry at that time, it will not be regarded as a breach of contract by Tencent Cloud, and it does not need to bear any responsibility. Both parties should work together in a friendly manner to solve the problem.

8.4 In any case, neither party shall be liable to the other party for any indirect, incidental, special or punitive damages and losses (such as loss of profits, loss of opportunity, fees paid to third parties, loss or damage to reputation/goodwill, etc.), whether based on contract, warranty, tort or any other liability theory, regardless of whether either party knew or should have known of the possibility of such losses or damages.

8.5 In any case, the total amount of compensation liability that Tencent Cloud bears to you based on this Terms of Service and the Services (whether based on contract, tort or any other liability theory) shall not exceed the total amount of fees you have paid to Tencent Cloud for the Services; if the service period of your use of the Services

exceeds 12 months, the maximum compensation liability of Tencent Cloud shall not exceed the total amount of fees you have paid to Tencent Cloud for the Services in the 12 months before the damage occurred (for the avoidance of ambiguity, the fees here refer to the actual cash you have paid for the actual duration/quantity of use of the Services, excluding prepaid but not actually consumed fees, vouchers, etc.). If this clause conflicts or is inconsistent with other agreements between the two parties or the Tencent Cloud Service Rules, this clause shall prevail.

9. Applicable Law and Dispute Resolution

The specific rules shall be subject to the [Tencent Cloud Service Agreement](#).

10. MISCELLANEOUS

10.1 Tencent Cloud reserves the right to modify this Terms of Service when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Terms of Service, you have the right to stop using the Services and notify Tencent Cloud in writing. If you continue to use the Services, you shall be deemed to have accepted the modified Terms of Service.

10.2 This Terms of Service, as a supplement to the Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions of Tencent Cloud Service Agreement during your use of the Services.

10.3 Matters not covered by this Terms of Service shall be subject to the relevant provisions of the Tencent Cloud Service Agreement. In the event of a conflict or inconsistency between the terms of this Terms of Service and Tencent Cloud Service Agreement, this Terms of Service shall prevail, but only to the extent of such conflict or inconsistency.
(End)

Networking

Cloud Networking

Tencent Cloud Public IP Service Level Agreement

Last updated : 2024-08-08 10:31:22

In order to use the Tencent Cloud Public IP Service (the “Service”), you shall read and comply with this Tencent Cloud Public IP Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability or success rate, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Tencent Cloud Public IP Service

Refers to the public IP services, related technologies and network support services as provided on Tencent Cloud website at www.tencentcloud.com .

1.2 Service Month(s)

Refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Total Number of Minutes within a Service Month

Total Number of Minutes within a Service Month = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Service Downtime Calculated in Minutes

If all the data packets in the outbound direction of the public IP instance are discarded at the Tencent Cloud breakout gateway device within a certain minute, the Service of the public IP instance is deemed to be unavailable within such minute. The sum of the minutes that the Service of the public IP instance is unavailable within a Service Month shall be the Service Downtime Calculated in Minutes.

1.5 Monthly Service Fee

Refers to the total service fee you pay for a single public IP instance in a Service Month. If you pay for several Service Months at once, the Monthly Service Fee will be apportioned based on the number of Service Months purchased.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability for a single IP instance shall be counted and calculated on the basis of Service Months, as follows:

Service Availability = (Total Number of Minutes within a Service Month - Service Downtime Calculated in Minutes) / Total Number of Minutes within a Service Month × 100%

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud shall be no less than 99.95% ("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Article 3 of this Agreement. Assuming a month consists of 30 days, the time of a single instance to meet the Service Availability Standard in such Service Month shall be no less than 43178.4 minutes (= 30 days × 24 hours × 60 minutes × 99.95%), i.e., Service Downtime Calculated in Minutes shall be no more than 21.6 minutes (= 43200 minutes - 43178.4 minutes).

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with

respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the Service Availability Standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;

4.2 any failure or configuration adjustment of any network or equipment that is not attributable to Tencent Cloud;

4.3 any attack on the Customer's application program by hackers, including but not limited to failure to use the public network for the reason that the public IP is set to black hole status and washing status by Tencent Cloud in the event

of a DDoS attack;

4.4 any problems caused by back-end server abnormality;

4.5 any loss or leak of data, passcode or password due to the Customer's failure to properly safeguard the same;

4.6 any negligence of the Customer or any operation authorized by the Customer;

4.7 any failure of the Customer to abide by documentation or guidelines for using Tencent Cloud products;

4.8 any force majeure event;

4.9 any unavailability of the Service or failure to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately;

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total Service Fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud shall be entitled to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

Cross-region Interconnection Service Terms

Last updated : 2023-11-21 17:48:31

Welcome to Tencent Cloud Cross-region Connection Service!

To use Tencent Cloud Cross-region Connection Service (hereinafter referred to as "Service"), you must read and abide by Tencent Cloud Cross-region Connection Service Agreement (hereinafter referred to as "Agreement"). Please make sure to carefully read and fully understand the terms and conditions herein, especially the restrictive or liability exemption terms, as well as any separate agreement or rules on the activation or use of a certain service. Restrictive or liability exemption terms may be highlighted in bold or with underlines for your attention.

Only after you have read and accepted all the terms and conditions of this Agreement as well as related agreements and rules can you use the Service. You agree to be subject to the terms and conditions of this Agreement as well as related agreements and rules by selecting "I have read the agreement" to go to the creation process or using the Service in any manner.

In the event of your violation of this Agreement, in any manner or by any means whatsoever, Tencent Cloud has the right to unilaterally take actions to restrict, suspend or terminate the provision of this Service to you depending on the severity of your violation, and to hold you liable for such violation.

1. Definition of Service

The "Service" herein refers to the Tencent Cloud Cross-region Connection Service as well as related technical and network support services.

2. Service Fee

The billing method and standard (in USD) are subject to the price published on Tencent Cloud official website, unless otherwise agreed by both parties.

3. Customer's Rights and Obligations

3.1 You have the right to use the Service you purchase as well as the technical support and after-sales services provided by Tencent Cloud in accordance with this Agreement.

3.2 During the use of the Service, you shall abide by any applicable laws or regulations, and maintain the order and security of the Internet, and shall not engage in or facilitate any activity in violation of such laws or regulations, including but not limited to the following activities:

- Any Illegal activities involving lottery, gambling, "private server", "plug-in", etc.;
- Fraud or false or misleading behaviors or any behavior that infringes on any legitimate rights and interests of others such as intellectual property right;
- Release and dissemination of SPAM or reactionary, superstitious, obscene, pornographic, vulgar contents or illegal information;
- Any activities in violation of the operational rules of network, device or service linked with Tencent Cloud network;
- **Any activities that take up much of the cross-region connection resources and result in a heavy and unreasonable load on Tencent Cloud cross-region connection products or other users, or prevent Tencent Cloud network from running normally;**
- Any illegal or unauthorized interception, theft, interference or surveillance;
- Any activities that undermine or attempt to undermine the network security, including but not limited to malicious scanning over website and server, intrusion into a system and illegal acquisition of data by means of viruses, Trojan-horse programs, malicious codes, phishing and other methods;
- Any activities that change or attempt to change the system configuration provided by Tencent Cloud Cross-Region Connection Service or that compromise the system security;
- Any activities that prevent or disrupt the operation of Tencent Cloud Cross-region Connection Service or the use of such service by others by technical or other means;
- Any activities that disturb or attempt to disturb the normal operation of any of Tencent Cloud products, services and features in any way, or creation, release, dissemination of any tools and methods for such purposes;
- Any activities (including but not limited to "DNS resolution", "security service", "domain reselling" reverse proxy") that lead to frequent exposure of your business to such attacks as DDoS attack and affect Tencent Cloud service platform or others due to your failure to correct such activities in a timely manner or eliminate the effect of such activities as required by Tencent Cloud.

You shall not install or use any pirated software on Tencent Cloud service, and shall take effective measures to protect the security of your computer information system according to applicable national regulations, including but not limited to the installation of approved products specially designed for the security of computer information system.

You shall make payments on time. In the event of a late payment for a post-payment service, in addition to the fees due under the Agreement, you shall be liable to pay a late penalty to Tencent Cloud at a rate equal to 0.3% per day on the unpaid amount from the time due until the time the full outstanding amount including the penalty is paid. If you fail to make such payment within 15 days after the payment becomes due under this Agreement, Tencent Cloud has the right to unilaterally terminate this Agreement. If you have purchased pre-payment service at the same time, the paid amount for the unused service period will be owned by Tencent Cloud as such late penalty.

4. Tencent Cloud's Rights and Obligations

4.1 Tencent Cloud shall provide you with Tencent Cloud services and after-sale support according to this Agreement.

4.2 Tencent Cloud is only responsible for the operation and maintenance of Tencent Cloud services. It is your responsibility to ensure the security and stability of your network and devices. In the event of any of the following situations, you shall deal with the problem immediately and avoid the effect of such problem on Tencent Cloud services:

- Any problem with your internal network, including but not limited to overload;
- A failure of your self-owned device or a third-party device;
- Network interruption caused by your detach of devices or other operations without the content of Tencent Cloud;
- Any failure or network interruption on account of you.

4.3 If Tencent Cloud finds by itself or based on the information provided by competent authorities and the complaint filed by any right owner that you have violated any applicable laws or regulations or this Agreement, Tencent Cloud has the right to unilaterally take one or more of the following actions at its discretion:

- Request you to remove or modify any violating content immediately;
- Directly remove or block any violating content or disconnect the link;
- Restrict or suspend the provision of Tencent Cloud services to you (including but not limited to directly making some of your services offline and taking back related resources, setting restrictions on the operations of your Tencent Cloud account);
- In serious cases, Tencent Cloud has the right to terminate the provision of Tencent Cloud services to you or terminate this Agreement (including but not limited to directly making all of your services offline and taking back related resources). The amount paid by you for the unused service period will be owned by Tencent Cloud as the liquidated damages paid by you for the breach of the Agreement.

4.4 Tencent Cloud has the right to transfer the rights and obligations under this Agreement to a third party, in part or in whole, by giving a prior written notice of at least 90 days to you. Both parties agree to sign all the reasonably necessary documents and take all the reasonably necessary measures to bring this provision into effect.

CLB Service Level Agreement

Last updated : 2024-07-16 15:19:49

In order to use the Tencent Cloud Load Balancer ("CLB") service (the "Service"), you should read and observe this Cloud Load Balancer Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention. Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Load Balancer (CLB): means a traffic distribution service provided by Tencent Cloud to expand the system's service capacity and to eliminate single node malfunction by load balancer. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance: means one (1) CLB instance. The Service Availability will be calculated on a Single Instance basis.

1.3 Total Time of a Single Instance within a Service Month: equals to the total number of days of the Service Month \times 24 (hours) \times 60 (minutes).

1.4 Instance Unavailability: If all the attempted connection with a CLB instance with incoming and outgoing permission rules fails, and such status lasts for more than one (1) minute, it will be deemed that the CLB instance is unavailable within such one (1) minute.

1.5 Single Instance Service Downtime Calculated in Minutes: Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or a portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a Single Instance is one (1) minute and one (1) second, the Single Instance Service Downtime Calculated in Minutes would be two (2) minutes. However, when the Instance Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.6 Single Instance Service Downtime within a Service Month: means the sum of the Single Instance Service Downtime Calculated in Minutes within a Service Month.

1.7 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.8. Monthly Service Fee: means the aggregate service fees paid by you for a Single CLB Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (total time of a Single Instance within a Service Month calculated in minutes - Single Instance Service Downtime within a Service Month) / total time of a Single Instance within a Service Month calculated in minutes × 100%

2.2 Service Availability

Domain Name-Based CLB

The Service Availability of the Service of Domain Name-Based Public Network CLB ("Domain Name-Based CLB") provided by Tencent Cloud will be no less than 99.99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the disclaimer of liabilities provisions below.

If a Service Month has thirty (30) days, the total available time of a Single Instance in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.99% = 43195.68minutes; that is, the Service downtime of the instance in such month will be 43200 - 43195.68 = 4.32 minutes.

Other CLB

The Service Availability of the Service other than the Domain Name-Based CLB ("Other CLB") provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the disclaimer of liabilities provisions below.

If a Service Month has thirty (30) days, the total available time of a Single Instance in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime of the instance in such month will be 43200 - 43178.4 = 21.6 minutes.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for **using the voucher** (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Domain Name-Based CLB

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.99\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% < Av$	100% of the Monthly Service Fee

Other CLB

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.95\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% > Av$	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, **you may apply for compensation through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means

other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
- 4.2 any hacker attack on a user's application;
- 4.3 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a user;
- 4.4 any negligence of or operation authorized by a user;
- 4.5 any failure by a user to configure a back-end server, or any anomaly of a back-end server;
- 4.6 any failure of a user to abide by user guide or suggestions for using Tencent Cloud products;
- 4.7 any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack, network congestion, technological adjustment by telecommunication authorities, and government regulation and control;
- 4.8 any suspension or termination of servers resulting from any violation by a user of the Tencent Cloud Service Agreement, including without limitation the suspension of service or release of a CLB instance due to a user's delay in payment;
- 4.9 any temporary downtime of the Service due to normal maintenance or upgrade of CLB by Tencent Cloud as described in the Tencent Cloud Service Agreement;
- 4.10 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
- 4.11 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant

Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

NAT Gateway Service Level Agreement

Last updated : 2019-07-11 12:09:51

In order to use the Tencent Cloud NAT Gateway service (the "Service"), you should read and observe this NAT Gateway Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud NAT Gateway Service: is a network cloud service that supports IP address translation and enables high-performance Internet access for resources in Tencent Cloud. For details, please refer to the Service purchase by you and the contents of the Service provided by Tencent Cloud.

1.2 Total Time within a Service Month Calculated in Minutes: equals to the total number of days of the Service Month for NAT instances $\times 24$ (hours) $\times 60$ (minutes).

1.3 Service Unavailability: When all incoming and outgoing data packets of NAT Gateway instances within one minute have been discarded by the NAT Gateway (subject to the monitoring data of Tencent Cloud), it shall be deemed that the Service is unavailable for such NAT instance within such one minute.

1.4. Service Downtime Calculated in Minutes: With respect to a NAT Gateway instance, Service Downtime Calculated in Minutes = the time when the Service Unavailability is fixed -- the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a NAT Gateway instance is one (1) minute and one (1) second, the Service Downtime Calculated in Minutes of such instance would be two (2) minutes. However, when the Service Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.6 Monthly Service Fee: means the aggregate service fees paid by you for a single NAT Gateway instance within one (1) calendar month, excluding the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability is calculated for each Service Month with respect to each instance as follows:

$$\text{Service Availability} = (\text{Total Time within a Service Month Calculated in Minutes} - \text{Service Downtime Calculated in Minutes}) / \text{Total Time within a Service Month Calculated in Minutes} * 100\%$$

2.2 Standard of Service Availability

**The Service Availability of the Service will be no less than 99.99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below. **

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) **Compensations will be made in the form of couponvoucher by Tencent Cloud**, and you should follow the rules for using the couponvoucher (including the valid term; for details, please refer to the rules of couponvouchers published on Tencent Cloud's official website). You cannot redeem such couponvoucher for cash or request to issue an invoice for such couponvoucher. Such couponvoucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the couponvoucher to purchase other services of Tencent Cloud, nor should you give the couponvoucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly

Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a couponvoucher or promotional couponvoucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation CouponVoucher
99.99% > Av ≥ 99.95%	10% of the Monthly Service Fee
99.95% > Av ≥ 99.50%	25% of the Monthly Service Fee
99.50% > Av	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. **If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility, such as any malfunction on the part of any operator;
- 4.3 any hacker attack on your application or data;
- 4.4 any improper policy configuration including that of a route or firewall;

4.5 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;

4.6 any of your applications or the installation;

4.7 any negligence on your part or any operation authorized by you;

4.8 any event of force majeure or accident;

4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Hybrid Cloud Networking

Tencent Cloud Direct Connect Service Level Agreement

Last updated : 2024-07-31 17:10:07

In order to use the Tencent Cloud Direct Connect Service (hereinafter referred to as the “Service”), you shall read and comply with this Tencent Cloud Direct Connect Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or the Service Success Rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Direct Connect (DC)

Refers to a solution provided by Tencent Cloud to connect your enterprise data center with Tencent Cloud, through which you may establish a private connection service that is completely isolated from the public network. The specific content of the services shall be subject to the Service you purchase, and the contents actually provided by Tencent Cloud.

1.2 Standard Architecture of the Tencent Cloud Direct Connect

Refers to the technical requirements of the standard access architecture of Direct Connect products provided by Tencent Cloud, i.e., in order to use the Tencent Cloud Direct Connect, the user needs to use at least two dedicated physical connections through physically separated paths that connect to Tencent Cloud’s access points at different geographical locations.

1.3 Single Direct Connect Instance

Refers to an instance of the Direct Connect through one single physical connection. A Single Direct Connect Instance may contain multiple Dedicated Tunnels and Direct Connect Gateways. Service Availability Rate shall be calculated separately for each Single Direct Connect Instance.

1.4 Service Unavailability

1.4.1 Calculation of Packet Loss Rate

The Packet Loss Rate shall be calculated by sending packets under the ICMP protocol between the connecting IP addresses on Tencent Cloud's end and the user's end, and assuming that 60 PING packets are sent in each 60-second period.

1.4.2 Service Unavailability Minutes

The Service is deemed to be unavailable in a Unit Time (each minute is a Unit Time) if, due to reasons attributable to Tencent Cloud, all of your attempts to communicate through a Single Direct Connect Instance failed in such Unit Time, (i.e., the Packet Loss Rate of the Single Direct Connect Instance is 100% according to the monitoring data of the Tencent Cloud). An instance of Service Unavailability will be counted towards the Service Unavailability Minutes only if it lasts for 1 minute or longer; any instance of Service Unavailability shorter than 1 minute will not be counted towards the Service Unavailability Minutes.

1.5 Service Unavailability Time

The Service Unavailability Time within a Service Month is the total of all Service Unavailability Minutes of a Direct Connect Instance in that Service Month.

1.6 Service Month

Service Month refers to each calendar month covered by service period of the Service you purchase. For example, if you purchase the Service for a period of three months with the Service commencement date on March 17, the Service period shall include four Service Months, i.e., the first Service Month is from March 17 to March 31, the second Service Month is from April 1 to April 30, the third Service Month is from May 1 to May 31, and the fourth Service Month is from June 1 to June 16.

1.7 Monthly Service Fee

The total Service Fee for a Single Direct Connect Instance in one Service Month shall exclude the portion of Service that you have purchased but not yet use. The Monthly Service Fee shall exclude the amount that is deductible under any vouchers and coupons and the amount otherwise reduced or exempted.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

The Service Availability of the Direct Connection Service is calculated separately for each Single Direct Connect Instance with the following formula:

Service Availability = $\{(\text{Total number of minutes in a Service Month} - \text{Service Unavailability Minutes in the Service Month}) / \text{Total number of minutes of the Service Month}\} \times 100\%$.

For example: There are 30 days in the Service Month of April 2019, therefore, the total number of minutes in that Service Month is 30 days \times 24 hours \times 60 minutes = 43200 minutes; assuming the total Service Unavailability Minutes in that month is 15 minutes, the Service Availability Rate = $((43200 - 15) / 43200) \times 100\% \approx 99.97\%$.

2.2 Service Availability/Service Indicators Standard

The Service Availability Rate of this Service provided by Tencent Cloud should not be less than 99.95%. If the Service fails to meet the Standard (except under circumstances for release of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than the above Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud. And you should use the voucher by abiding the voucher usage rules published by Tencent Cloud (including usage period, etc., subject to the voucher rules published on Tencent Cloud official website). Such voucher cannot be converted into cash and no invoice will be issued with respect thereof and the voucher may only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other Services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, and the portion otherwise deducted or exempted).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liability

If the Service Unavailability is due to the following reasons, the time when the Service is un-available shall not be calculated into Service Unavailability Minutes and Tencent Cloud shall not undertake any liabilities with respect thereof, including compensation liabilities:

any system maintenance of Tencent Cloud for which a prior notice has been given to client, including any system cutting over, maintenance, upgrade and simulated failure drill;

any failure or configuration adjustment of network or equipment that are not owned by Tencent Cloud;

any circumstance where the client's application or data information suffers a hacker attack;

any improper configuration of the client's network device or route;

any loss or disclosure of data, password and security code because the client fails to properly keep or fails to take proper confidentiality measures with respect to the same;

any upgrade of the operating system independently carried out by the client;

any activities of the client's application or installation operation;

any negligence of the client or act authorized by client;

any force majeure or accidents.

any circumstance where the client fails to configure the system according to the Standard Architecture for Tencent Cloud Direct Connect provided by Tencent Cloud.

any circumstance where the Service is unavailable or falls short of the Standards due to reasons that are not attributable to Tencent Cloud; or

other circumstances where Tencent Cloud may be exempted from liabilities as set forth in the relevant laws and regulations, the relevant agreements, or the relevant rules and instructions separately issued by Tencent Cloud.

5. Miscellaneous

5.1 The Parties hereby acknowledge that if you suffer any losses in the process of use of the Service due to the breach of contract by Tencent Cloud, Tencent Cloud's total liabilities for compensation with respect to your loss shall not exceed the aggregate amount of the Service Fee you have paid for the corresponding Service.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

Tencent Cloud Direct Connect Service Agreement

Last updated : 2024-07-31 17:10:01

Welcome to the Tencent Cloud Direct Connect Service!

To use the Tencent Cloud Direct Connect Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Direct Connect Service Agreement (the “Agreement”), as well as the Policies and Norms-Tencent Cloud Service Agreement-Tencent Cloud Product Related Agreements-Document Center-Tencent Cloud (the “[Tencent Cloud Service Agreement](#)”) and other relevant agreements and rules. Before accepting this Agreement, please be sure to carefully read the entire contents of this Agreement, especially the terms including but not limited to limitation of liability and disclaimer clause. Limitation of liability and disclaimer clauses may be highlighted in bold or underlined for emphasis.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement and the related agreements, rules, etc. By confirming through the website or accepting this Agreement in any other explicit or implicit manner, or using the Services in any way, you are deemed to have read and agreed to be bound by the aforesaid agreements and rules. In case of any violation of this Agreement, Tencent Cloud reserves the right to unilaterally restrict, suspend or terminate the Services to you, or take measures such as account banning (and no longer open), etc. Subscribed packages of the Services, whether used or not, shall not be allowed to be unsubscribed or refunded. Tencent Cloud reserves the right to hold you legally liable if any serious impacts or consequences have been caused. When you conclude or perform this Agreement, you also need to comply with the laws of the country or region where you belong and/or are located.

1. DEFINITIONS

1.1 The Services

The Services provides a fast and secure way to connect Tencent Cloud to users' local data center. Users can build a hybrid cloud network by using physical lines to access the network ports designated by Tencent Cloud. All direct connect functions have been provided with detailed function introductions and instruction documents on the Tencent Cloud website.

1.2 Physical Direct Line

“Physical Direct Line” refers to the physical line used by users to access Tencent Cloud.

2. SERVICE FUNCTION

The Services provided by Tencent Cloud include physical direct connect, logical link configuration and routing configuration, etc. For detailed functions, please refer to the detailed function introductions and instruction documents of the Services on the Tencent Cloud website.

3. SERVICE FEE

3.1 The Services mentioned in this Agreement shall be charged according to the actual number of successfully submitted direct connect.

3.2 The pricing rules and detailed prices of the Services shall be subject to the rules and prices published on the Tencent Cloud website.

3.3 Regarding the adjustment of pricing rules and detailed prices of the Services, you will be informed in advance by notice on the website or by email, etc. If you continue to use the Services, you shall be required to pay in accordance with the charging standards announced by Tencent Cloud.

4. SERVICE USAGE RULES

4.1 You have the right to use the Services and obtain Tencent Cloud's technical support and after-sales service in accordance with this Agreement.

4.2 You shall comply with relevant laws and regulations and service rules when using the Services on the Tencent Cloud Platform and ensure that you have the business qualifications and capabilities required by laws and regulations. You shall not engage in, including but not limited to the following behaviors, nor shall you facilitate any violation of laws and regulations:

Oposing the fundamental principles stipulated in the Constitution.

Damaging national security, leaking state secrets, subverting state power, or undermining national unity.

Harming national honor and interests.

Inciting ethnic hatred, discrimination, and undermining ethnic unity.

Undermining national religious policies, promoting cults and feudal superstitions.

Spreading rumors, disrupting social order, and undermining social stability.

Spreading obscenity, pornography, gambling, violence, murder, terrorism, or instigating crimes.

Insulting or slandering others, infringing on others' legitimate rights and interests.

Violating the "Seven Bottom Lines".

Containing other contents prohibited by laws and administrative regulations.

4.3 You shall maintain the order and safety of the Internet when using the Services on the Tencent Cloud Platform and shall not infringe on the legitimate rights and interests of any subject. You shall not engage

in or facilitate, including but not limited to, the following behaviors:

Committing fraudulent, false, or misleading behaviors, or committing behaviors that infringe on the intellectual property rights or any other legitimate rights and interests of others, such as “private servers”, “plug-ins”, etc.

Publishing or disseminating SPAM or any illegal or illicit information that endangers national order and security, contains feudal superstition, obscenity, pornography, vulgarity, etc.

Violating the operating regulations of networks, equipment or services connected to Tencent Cloud’s network;

Committing illegal or unauthorized access, theft, interference or monitoring.

Committing any behavior damaging or attempting to damage network security, including but not limited to malicious scanning of websites and servers, illegal intrusion into systems, and illegal acquisition of data by means of viruses, Trojan horses, malicious codes, phishing, etc.

Committing any behavior altering or attempting to alter the system configuration provided by Tencent Cloud Service or undermining system security; Using technical or other means to undermine or disrupt the operation of Tencent Cloud Service or the use of Tencent Cloud Service by others; Interfering or attempting to interfere with the normal operation of any Tencent Cloud product or any part or function in any way, or making, publishing, or disseminating the aforementioned tools, methods, etc.

Engaging in any business including but not limited to “DNS resolution”, “security services”, “domain name proxy”, “reverse proxy” or any other business that causes you to suffer frequent attacks (including but not limited to DDoS attacks), and fail to correct your behavior in a timely manner, or fail to eliminate the impact in accordance with Tencent Cloud’s requirements, thereby affecting Tencent Cloud’s service platform or others.

Committing other behaviors that undermine the order and security of the Internet.

5. RIGHTS AND OBLIGATIONS OF TENCENT CLOUD

5.1 Tencent Cloud reserves the right to supervise the configuration and content of the data transmitted by you through direct connect. Tencent Cloud reserves the right to hold you liable for breach of contract if you violate the laws, regulations or the provisions of [Tencent Cloud Direct Connect Review Standards](#) and use the Services to illegally provide third parties with data transmission services.

5.2 Tencent Cloud provides you with direct connect operation and maintenance services, including technical support, customer service, and data verification.

5.3 Tencent Cloud will keep confidential the data information (including but not limited to link configuration, routing configuration, etc.) that you store in its channels, and will not take advantage of the information technology and equipment of the Services to extract various information or use the aforesaid information for any purposes other than those specified in this Agreement.

6. SERVICE AUDITABILITY

Under current laws and regulations, for the purpose of cooperating with the supervision of government regulatory authorities or security forensic investigations, etc., you agree that Tencent Cloud shall, in compliance with the process and with complete formalities, provide the relevant authorities with relevant information of the Services you use, including the operation logs of the key components, operation records of maintenance personnel, operation records of customers, etc.

7. FAULT RECOVERY CAPABILITY

Tencent Cloud provides a professional team for 7 × 24 hours comprehensive maintenance and provides technical support through work orders and telephone guarantee, with comprehensive fault monitoring, alerting, positioning and fault recovery capabilities.

8. DISCLAIMER

8.1 You shall understand that using the channel of the Services involves network services from telecommunication carriers and the Internet, which may be affected by unstable factors in various aspects. Therefore, you agree that for any interruption, delay, or pause of the Services caused by power outages, billing system failures, computer errors or viruses, hacker attacks, theft, data loss, or other reasons beyond Tencent Cloud's reasonable control, Tencent Cloud shall not be liable for any responsibility.

8.2 Tencent Cloud reserves the right to regularly or irregularly overhaul or maintain websites or related equipment that provide network services. If such situations cause interruption or suspension of network services within a reasonable time, Tencent Cloud shall not be liable for any responsibility.

8.3 Tencent Cloud shall not be liable for any service interruption, or your loss caused by any of the following circumstances:

Occurrence of force majeure circumstances.

Hacker attack, computer virus invasion or attack.

The computer system be damaged, paralyzed or cannot be used normally.

Suspension or termination of the Services due to government control.

Other circumstances not caused by Tencent Cloud's fault.

9. MISCELLANEOUS

9.1 Both parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud be liable for any indirect, consequential, exemplary, incidental, or special damages arising from the use of

Services provided by Tencent Cloud, including any loss of profits suffered by you as a result of using Tencent Cloud Services (even if you have been informed of the possibility of such damages in advance). Under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

9.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

9.3 This Agreement, as a subsidiary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

CCN Service Level Agreement

Last updated : 2020-04-14 11:56:45

Tencent Cloud Cloud Connect Network Service Level Agreement

In order to use the Tencent Cloud Cloud Connect Network (“CCN”) service (the “Service”), you should read and observe this Tencent Cloud Cloud Connect Network Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Connect Network (CCN)

The Cloud Connect Network (CCN) Service refers to multi-point interconnection services provided by Tencent Cloud connecting cloud VPC, VPC and local data centers. You may access the entire network resources through a single point connect by adding VPC and direct gateway instance to CCN, thus easily establishing a simple, intelligent, secure and flexible hybrid cloud and worldwide Internet. For details, please refer to the Service you purchase and the Service provided by Tencent Cloud.

1.2 Service Unavailability

If, due to any reason attributable to Tencent Cloud, all your attempts to establish communication between two regions or in a single region through designated CCN within one (1) minute fail (i.e., within one (1) minute and between such two regions or in such single region, the packet loss rate of the communications through the CCN of all instances associated with the CCN is 100%, the details of which is subject to the monitoring data of Tencent Cloud), it should be deemed that the CCN service between such two regions or in such single region within such one (1) minute is unavailable.

1.3 Service Downtime

Service Downtime within a Service Month between two regions or in a single region refers to the accumulated duration of Service Unavailability calculated in minutes between such two regions or in such single region within such month.

1.4 Service Month(s)

Service Month(s) refer to the calendar month(s) in which you use the Service after you subscribe to the Service. For example, if you subscribe to the Service on March 17, the first Service Month is from March 17 to March 31, and each of the subsequent Service Months is a calendar month, i.e., the second Service Month from April 1 to April 30, the third from May 1 to May 31, etc. The Service Availability will be calculated separately for each Service Month.

1.5 Monthly Service Fee

The monthly service fees paid by you within one (1) Service Month for a CCN instance between two regions or in a single region.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability is calculated on an instance basis between designated regions or in a single region as follows:

Service Availability = [(total time calculated in minutes within a Service period - Service Downtime calculated in minutes) / total time of a Service period calculated in minutes] × 100%

2.2 Standard of Service Availability

The Service has **three Service levels, namely, Platinum, Gold and Silver**, and the standard of Service Availability for each tier is set forth in the chart below. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Service Level (QOS)	Service Availability
Platinum	99.99%
Gold	99.95%
Silver	99.50%

Note:

For Services within the same city, the Service level is default to Gold and cannot be changed.

For Services across cities, you may select among the three Service levels, i.e., Platinum, Gold, and Silver, when you create a CCN instance.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such

voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month of a CCN instance between two regions or in a single region fails to meet the Standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month of the CCN instance between such two regions or in such single region** (the Monthly Service Fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Level	Service Availability of a Service Month	Amount of Compensational Voucher
Platinum	99.99% > Service Availability ≥ 99.95%	15% of the Monthly Service Fee
	99.95% > Service Availability ≥ 99.50 %	30% of the Monthly Service Fee
	99.50% > Service Availability	100% of the Monthly Service Fee
Gold	99.95% > Service Availability ≥ 99.50%	15% of the Monthly Service Fee
	99.50% > Service Availability ≥ 99.00%	30% of the Monthly Service Fee
	99.00% > Service Availability	100% of the Monthly Service Fee
Silver	99.50% > Service Availability ≥ 99.00%	15% of the Monthly Service Fee
	99.00% > Service Availability ≥ 95.00%	30% of the Monthly Service Fee
	95.00% > Service Availability	100% of the Monthly Service Fee

Note:

The Monthly Service Fee in the above table refers to the relevant Monthly Service Fee charged for the relevant CCN instance between two regions or in a single region, and shall exclude any fee charged in the following circumstances: any Monthly Service Fee charged for any other CCN instance that meets the Service Availability Standard in a single region or between regions;

any Monthly Service Fee charged for such CCN instance between other regions or in another region where the Service Availability Standard is met. For example, if a CCN instance fails to meet the Service Availability Standard between Shanghai and Beijing in May, but meets the Service Availability Standard between Shanghai and Guangzhou, the amount of voucher to be compensated shall be the fees charged for that CCN instance between Shanghai and Beijing in May × the applicable ratio of compensations.

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.
- 4.2 any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility.
- 4.3 any hacker attack targeting the application or data information, or any exception of a backend service, of a client.
- 4.4 any improper network configuration of a client, including but not limited to the configurations of routing, ACL, security groups, and bandwidth throttling.
- 4.5 any failure of an instance associated with the CCN (e.g., a private line gateway, VPC, VPN and etc.) to meet its service availability standard, resulting in the failure to meet the Service Availability Standard of the CCN.
- 4.6 any circumstance where only one availability zone is involved during a party's communications through the CCN, e.g., where all private lines are connected to the same access point or all cloud-based services are deployed to the same availability zone.
- 4.7 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client.
- 4.8 any application or installation operation of the client's, or any upgrade of the operation system by a client on its own.
- 4.9 any negligence of a client or any operation authorized by a client.
- 4.10 any failure of the client to follow the product documentations or suggestions of use.
- 4.11 any force majeure event or accident.
- 4.12 any Service Unavailability or failure of the Service to meet the availability standards due to any reason not attributable to Tencent Cloud.

4.13 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Peer Connection SLA

Last updated : 2019-05-10 15:30:54

1. Tencent Cloud Peering Connection Service

Tencent Cloud Peering Connection is a cloud-resource interconnection service featuring large bandwidth and high quality, allowing you to connect resource communication links on Tencent Cloud, details of which shall be subject to the introduction on the official website of Tencent Cloud.

2. Guaranteed Indicators of Service

Tencent Cloud sets up the service level indicators for the service purchased by you, and has the right to adjust certain indicators in response to the change of situations in due course.

2.1 Service Availability

Service Availability of Peering Connection is calculated based on each Service Period from the perspective of a single instance as follows:

Service Availability = ((Total Time of a Service Period Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time of a Service Period Calculated in Minutes) * 100%

Peering Connection availability at the level of Platinum, Gold and Silver is set forth in the chart below. You are entitled to the compensation set forth in Section 3 hereunder if the guaranteed availability is not met.

QOS	Service Availability
Platinum	99.95% (0.36 h)
Gold	99.50% (3.6 h)
Silver	99.00% (7.2 h)

Relevant Explanations:

- Service Period: One calendar month will be counted as one service period.
- Total Time of a Service Period Calculated in Minutes: the number of days of the Service Period × 24 (hours) × 60 (minutes).

- **Service Downtime Calculated in Minutes:** When all the continuous attempted communication made by a client within one minute via designated Peering Connection fail, the Peering Connection instance service during such one minute shall be deemed unavailable. The sum of the unavailable minutes of the Peering Connection instance during a Service Period shall be the service downtime calculated in minutes for such Service Period. The guaranteed Service Availability indicator requires Peering Connection packet loss rate data, of which the original data shall be subject to Network Detection & Tencent Cloud backend monitoring data. Please enable the Network Detection service.
- **Monthly Service Fee:** the total service fee paid by a client in one calendar month for a single Peering Connection instance.
- The service downtime due to any of the following reasons is not eligible for compensation:
 - any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
 - any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
 - any hacker attack targeting the application or data information of a client;
 - any improper route configuration of a client;
 - any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
 - any upgrade of the operation system by a client on its own;
 - any application of a client or the installation;
 - any negligence of a client or any operation authorized by a client;
 - any force majeure event or accident;
 - any other reason not attributable to Tencent Cloud.

2.2 Privacy of Service

Clients may control and segregate external access by configuring access authentication settings in accordance with actual needs to ensure data privacy.

2.3 Review of Service

In accordance with the current laws and regulations, and provided that procedure and formality requirements are fully satisfied, Tencent Cloud may provide certain information (including operation log of key components, operation records of operation and maintenance personnel, operation records of the client, etc.) of the Peering Connection service, due to the need to cooperate with the supervision by the governmental supervisory authority or security evidence collection and investigation or otherwise.

3. Service Compensation

3.1 Scope of Compensation

Compensation is applicable when the guaranteed Service Availability of Peering Connection for a client is not met by the end of a month due to malfunction of Tencent Cloud.

3.2 Standards and Principles of Compensation

The compensation amount shall be calculated according to the standards set forth in the chart below based on monthly Service Availability of a single Peering Connection instance. The compensation will be made in the form of coupon only, and the total amount of the compensation shall not exceed the Monthly Service Fee (excluding the portion deductible by the coupon) paid by the client for such Peering Connection instance for such month of which the guaranteed Service Availability is not met.

QOS	Service Availability	Compensation Ratio
Platinum	$99.95\% > Av \geq 99.00\%$	10%
	$99.00\% > Av \geq 98.00\%$	25%
	$98.00\% > Av$	100%
Gold	$99.50\% > Av \geq 99.00\%$	10%
	$99.00\% > Av \geq 95.00\%$	25%
	$95.00\% > Av$	100%
Silver	$99.00\% > Av \geq 98.00\%$	10%
	$98.00\% > Av \geq 95.00\%$	25%
	$95.00\% > Av$	100%

3.3 Application for Compensation

- If a client believes that Tencent Cloud fails to meet certain guaranteed service indicator set forth under the service level agreement (SLA), the client shall notify the customer manager in writing / by e-mail within twenty (20) business days following the occurrence of such failure.
- Upon verification and confirmation by Tencent Cloud of such failure to meet the indicator under the SLA, Tencent Cloud shall make corresponding compensation to the client according to the terms of the SLA.
- The coupon of an amount equivalent to the confirmed deductible fee will be accounted to the client during the following billing circle.

4. Miscellaneous

Tencent Cloud shall have the right to amend any provision of this SLA in response to the change of situations in due course, and such amendment will be concurrently published on the official website.

VPN Connection Service Level Agreement

Last updated : 2019-07-11 12:11:10

In order to use the Tencent Cloud VPN Connection service (the "Service"), you should read and observe this VPN Connection Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of closed beta testing of VPN gateway. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

- 1. Tencent Cloud VPN Connection:** means a network-based tunneling technology provided by Tencent Cloud to you that enables data transfer between customer's local internet data centers and Tencent Cloud resources. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.
- 2. Single VPN Gateway Instance:** means one (1) VPN gateway instance. The Service Availability will be calculated on a Single VPN Gateway Instance basis.
- 3. Service Month(s) of a Single VPN Gateway Instance:** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.
- 4. Total Time of a Single VPN Gateway Instance within a Service Month:** the total number of days of the Service Month × 24 (hours) × 60 (minutes).

5. **Single VPN Gateway Instance Service Downtime Calculated in Minutes:** If (and only if) all your continuous attempts to connect a specific Single VPN Gateway Instance fail within one (1) minute, it shall be deemed that the Service with respect to such instance is unavailable within such one (1) minute. If the continuous attempts that have failed last less than one (1) minute, such period will not be counted into the Service downtime. The accumulated Service downtime so calculated in minutes of a Single VPN Gateway Instance within a Service Month is the Single VPN Gateway Instance Service Downtime for such Service Month.
6. **Monthly Service Fee:** means the aggregate service fees paid by you for a Single VPN Gateway Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Time of a Single VPN Gateway Instance within a Service Month - Single VPN Gateway Instance Service Downtime Calculated in Minutes) / Total Time of a Single VPN Gateway Instance within a Service Month × 100%

2.2 Service Availability Standard

The Service Availability of the Service will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Assuming that a Service Month has thirty (30) days, the total available time of a Single VPN Gateway Instance in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43,178.4 minutes; that is, the Service downtime of the instance in such month will be 43,200 – 43,178.4 = 21.6 minutes.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for

free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.95\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% > Av$	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;

4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;

4.3 any disconnection with the VPN tunnel due to any of your configuration errors;

- 4.4 any issue arising out of your back-end server anomaly;
- 4.5 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.6 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.7 any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.8 any delayed or discarded packet resulting from using Service capacity exceeding the capacity limit indicated for the current paid version of the Service;
- 4.9 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

GAAP Service Level Agreement

Last updated : 2019-09-23 15:27:11

To use the Global Application Acceleration Platform service (the "Service"), you should read and observe this Global Application Acceleration Platform Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#) . This Agreement contains, *among others*, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1. Global Application Acceleration Platform Service provided by Tencent Cloud: means the service enables users to access the origin server through a high-speed connection with the aid of the nearest node by leveraging Tencent Cloud's high-speed connections, forwarding clusters and intelligent routing technology for global nodes, which helps eliminate the stutters and latency experienced by global users when accessing businesses.

1.2. Service Unavailable: When all attempted communications made by you within one minute via accelerated connection fail within the accelerated connection for reasons attributable to Tencent Cloud (i.e., the packet loss rate is 100% within such one minute for such accelerated connection, which data shall be subject to monitoring data of Tencent Cloud), the accelerated connection service during such one minute shall be deemed unavailable.

1.3 Service Downtime: The sum of the unavailable minutes of the accelerated connection during a Service Month shall be the service downtime for such Service Month.

1.4. Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.5. Monthly Service Fee: the total Service fee paid by you in one Service Month for the Service.

2. Service Availability

2.1. Calculation of Service Availability

Service Availability = time period of normal connection accessing Service / total time of connection accessing Service

2.2. Standards of Service Availability

The standards of the Service Availability provided by Tencent Cloud in different regions are set forth in the chart below. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Region	Mainland China	Hong Kong (China), South Korea, and Japan	Singapore, Thailand, and India ^①	North America ^② , Germany, and Russia	Others ^③
Mainland China	99.95%	99.95%	99.95%	99.95%	/
Hong Kong (China), South Korea, Japan	99.95%	99.95%	99.95%	99.95%	/
Singapore, Thailand, India ^①	99.95%	99.95%	99.95%	99.95%	/
North America ^② , Germany, Russia	99.95%	99.95%	99.95%	99.95%	/
Others ^③	/	/	/	/	/

^① India: Mumbai.

^② North America: Canada, Silicon Valley (US West), Virginia (US East).

^③ Others: Taiwan (China), Sydney (Australia), London (UK), San Paulo (Brazil), Dallas (Central United States), Jakarta (Indonesia), and Chennai (Eastern India).

3. Service Compensation

If the Service Availability fails to meet the abovementioned standard for this Service, you will be entitled to compensations in accordance with the following terms:

3.1. Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (the Monthly Service Fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
$\geq 99\%$ and $< 99.95\%$	10% of the Monthly Service Fee
$\geq 95\%$ and $< 99\%$	25% of the Monthly Service Fee
$< 95\%$	100% of the Monthly Service Fee

3.2. Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure due to source server's failure of the client;

- 4.2 any error due to a ban on or block of a domain name due to any non-compliant content of a client or otherwise;
- 4.3 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
- 4.4 any upgrade of the operation system by a client on its own;
- 4.5 any hacker attack targeting the source server of a client;
- 4.6 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
- 4.7 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.8. any force majeure event or accident;
- 4.9. any other reason not attributable to Tencent Cloud;
- 4.10 any of your failure to abide by documentation or suggestions for using Tencent Cloud products;
- 4.11 any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.12 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service fees you have paid for the relevant Service which is not performed.
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

CDN and Communication

CDN and Acceleration

CDN Service Level Agreement(New Version)

Last updated : 2019-12-31 17:20:55

In order to use the Tencent Cloud Content Delivery Network ("CDN") service (the "Service"), you should read and observe this Content Delivery Network Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

Content Delivery Network (CDN): means the network architecture provided by Tencent Cloud that delivers contents on clients' websites to a huge number of cache nodes worldwide, which enables end users to get access to contents from the closest node, thus improving user experience.

Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, the first Service Month will be from March 17 to March 31, and each calendar month thereafter (e.g., from April 1 to April 30) will be a Service Month. The availability of the Service will be calculated independently for each Service Month. **Regional Monthly Service Fee for a Single Accelerated Domain:** will be calculated for each Service Month by allocating the regional monthly service fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the regions activated by you.

Aggregate Monthly Service Fee for a Single Accelerated Domain: means the sum of the monthly service fee of such accelerated domain in all Service regions within a Service Month.

Unit Time: For measuring the Service, each 5 minutes will be deemed as one measurement unit, resulting in 288

measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

Error Rate within Unit Time: means the percentage of the number of failed requests returned within one Unit Time in relation to a single accelerated domain due to any reason attributable to Tencent Cloud out of the total number of requests within such Unit Time, in which failed requests refer to requests with return status code 5xx or connection timeout. Error Rate within Unit Time = the number of failed requests within one Unit Time / the total number of requests within such Unit Time. The Error Rate within Unit Time will be calculated independently based on the number of accelerated domains metrics involved in the Service purchased by you.

Service Downtime within a Service Month Calculated in Minutes: When the Error Rate within Unit Time of a single accelerated domain is over 0.05%, it will be deemed that anomaly occurs within such Unit Time; when such anomaly occurs twice in a row, such two Unit Time (i.e. ten minutes) will be counted into Service downtime. Unless such anomaly occurs at least twice in a row, no single Unit Time with anomaly occurring will be counted into Service downtime. Service Downtime within a Service Month Calculated in Minutes will be the sum of such Unit Time counted into Service downtime within the Service Month.

Total Time of a Service Month Calculated in Minutes: the number of days of such Service Month × 24 (hour) × 60 (minute).

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability / Service Metrics

Service Availability = $1 - (\text{Service Downtime within a Service Month Calculated in Minutes} / \text{Total Time of the Service within a Service Month Calculated in Minutes}) \times 100\%$

The Service Availability will be calculated independently for each accelerated domain involved in the Service you use.

2.2 Standard of Service Availability / Service Metrics

The Service Availability for each accelerated domain involved in the Service will be no less than 99.9%.

You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) CDN provides services to multiple domains simultaneously, and compensations will be made only to the domains of which the global Service Availability fails to meet the standard within a Service Month. The amount of compensation will be calculated for each such month independently, and **the aggregate amount shall be no more than the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard** (such monthly service fee shall exclude the portion deducted by a voucher or promotional credit or due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.9\% > Av \geq 99.0\%$	10% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard
$99.0\% > Av \geq 95.0\%$	25% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard
$95.0\% > Av$	50% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any request error due to the malfunction of the client's origin server;
- 4.2 any error due to a ban on or block of a domain name for any non-compliant content of a client or otherwise;
- 4.3 any change to configuration of a origin server or DNS of an accelerated domain by a client without prior notice to Tencent Cloud, resulting in the failure of a Tencent Cloud node server to access the client's origin server;
- 4.4 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a client;
- 4.5 any upgrade of the operation system by a client on its own;
- 4.6 any hacker attack on a client's website;
- 4.7 any impromptu increase of traffic of a client (increasing by 30% or more of the billed bandwidth in the preceding month) without at least three (3) business days prior written notice to Tencent Cloud;
- 4.8 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.9 any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.10 any event of force majeure or accident;
- 4.11 any other reason not attributable to Tencent Cloud.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

ECDN Service Level Agreement

Last updated : 2023-04-23 16:10:03

In order to use the Tencent Cloud Enterprise Content Delivery Network Service (the “Service”), you shall read and comply with this Tencent Cloud Enterprise Content Delivery Network Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Uptime Metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent contracting entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Cloud Enterprise Content Delivery Network Service

Refers to the Tencent Cloud Enterprise Content Delivery Network, through which Tencent Cloud will publish your static content to massive accelerated nodes in countries around the world, so that users of your website can get the content they need nearby. The Service can allocate dynamic content, schedule the optimal return-to-source paths, ensure fast return speed and improve user access experience. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service you use after you start the Service. For example, if you start the Service on March 17, the first Service Month will be from March 17 to March 31, and each calendar month thereafter (e.g., the second from April 1 to April 30, the third from May 1 to May 31) will be a Service Month. The Service Availability will be calculated separately for each Service Month.

1.3 Service Region(s)

The Service Regions of the Tencent Cloud Enterprise Content Delivery Network Service are divided into service regions within China and outside of China with different service pricing. The Tencent Cloud will bill you separately for the inbound and outbound Service you have activated.

1.4 Monthly Service Fee

The Monthly Service Fee will be calculated for each Service Month by calculating actual consumption based on the actual billing method of the Service Region activated by you, and calculating the monthly service fee you should pay in the Service Region based on the pricing of the Service Region.

1.5 Daily Service Fee

The Daily Service Fee will be calculated for each service day by calculating actual consumption based on the actual billing method of the Service Region activated by you, and calculating the daily service fee you should pay in the Service Region based on the pricing of the Service Region.

1.6 Aggregate Monthly Service Fee

The Aggregate Monthly Service Fee will be calculated for each Service Month by adding up the Monthly Service Fee of each Service Region you use.

1.7 Monthly Service Fee for a Single Accelerated Domain

The Monthly Service Fee for a Single Accelerated Domain will be calculated for each Service Month by allocating the regional Monthly Service Fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the Service Regions activated by you.

1.8 Daily Service Fee for a Single Accelerated Domain

The Daily Service Fee for a Single Accelerated Domain will be calculated for each service day by allocating the regional Daily Service Fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the Service Regions activated by you.

1.9 Aggregate Monthly Service Fee for a Single Accelerated Domain

The Aggregate Monthly Service Fee for a Single Accelerated Domain will be calculated for each Service Month by adding up the Monthly Service Fee for a Single Accelerated Domain of each Service Region you use.

1.10 Unit Time

For measuring the Service, each 5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.11 Error Rate within Unit Time

Error Rate within Unit Time means the percentage of the number of failed requests returned within one Unit Time in relation to a single accelerated domain due to any reason attributable to Tencent Cloud out of the total number of requests within such Unit Time, in which failed requests refer to requests with return status code 5xx or connection timeout. Error Rate within Unit Time = the number of failed requests within one Unit Time / the total number of requests within such Unit Time. The Error Rate within Unit Time will be calculated independently based on the number of accelerated domains metrics involved in the Service purchased by you.

1.12 Service Downtime within Service Month(s) Calculated in Minutes

The Error Rate within Unit Time for a single accelerated domain greater than 0.05% is considered an abnormality for the Unit Time. If two consecutive Unit Times are abnormal, the 10 minutes is counted as unavailable unit time, and less than two consecutive Unit Times is not counted as Service Downtime. The unavailable unit time in each Service Month is added up to get the Service Downtime within Service Month(s) Calculated in Minutes.

1.13 Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard

The Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard will be calculated for each Service Month by allocating the Aggregate Monthly Service Fee pro rata to the actual consumption of each single accelerated domain, which actual consumption for the Service Region's all domains of which the Service Availability fails to meet the standard shall be calculated based on the actual billing method.

1.14 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days of the Service Month(s) × 24 (hours) × 60 (minutes).

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability / Service Uptime Metrics

Service Availability = 1 - (Service Downtime within a Service Month Calculated in Minutes / Total Time of the Service within a Service Month Calculated in Minutes) × 100%

Service Availability = 1 - (Service Downtime within a Service Day Calculated in Minutes / Total Time of the Service within a Service Day Calculated in Minutes) × 100%

The Service Availability will be calculated independently for each accelerated domain involved in the Service you use.

2.2 Service Availability / Service Metrics

The Service Availability for each accelerated domain involved in the Service provided by Tencent Cloud should not be less than 99.9%. If the Service fails to meet the Standard (except under circumstances for disclaimer

of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) Enterprise Content Delivery Network provides services to multiple domains simultaneously, and compensations will be made only to the domains of which the global Service Availability fails to meet the standard within a Service Month. The amount of compensation will be calculated for each such Service Month independently, and **the aggregate amount shall be no more than the Aggregate Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

(3) For the domain of which the Service Availability fails to meet the standard, the Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard may be calculated and compensation may be made according to the following list:

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.0%.	10% of the aggregate Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard.
Less than 99.0%	25% of the aggregate Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard.

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your

application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any request error due to the malfunction of the Customer's origin server;
- 4.2 any error due to a ban on or block of a domain name for any non-compliant content of the Customer or otherwise;
- 4.3 any change to configuration of an origin server or DNS of an accelerated domain by the Customer without prior notice to the Tencent Cloud, resulting in the failure of a Tencent Cloud node server to access the Customer 's origin server;
- 4.4 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of the Customer;
- 4.5 any upgrade of the operation system by the Customer on its own;
- 4.6 any hacker attack on the Customer 's website;
- 4.7 any impromptu increase of traffic of the Customer (increasing by 30% or more of the billed bandwidth in the preceding month) without at least three (3) business days prior written notice to Tencent Cloud;
- 4.8 any system maintenance with prior notice by Tencent Cloud to the Customer, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.9 any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.10 any event of force majeure or accident;
- 4.11 any other reasons not attributable to Tencent Cloud.

5. Miscellaneous

****5.1** The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. ******

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy.

Media Services

Media Services

TRTC Service Level Agreement

Last updated : 2021-12-24 14:42:34

To use the Tencent Real-Time Communication ("TRTC") service (the "Service"), you should read and observe this Tencent Real-Time Communication Service Level Agreement (this "Agreement", or this "SLA") and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, indicators of the Service availability, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Real-Time Communication (TRTC) Service: the comprehensive real-time audio and video solutions, including without limitation audio communication, video communication, video retouching, relayed live streaming, video recording, and mixing and transcoding, which provide a complete set of functions such as WebRTC support, terminal SDK integration and back-end interface. For details, please refer to the Service purchased by you and the content of the Service provided by Tencent Cloud.

1.2 Service Month: the respective calendar month(s) within the service period for the Service you purchased. For example, if you purchase the Service for a three-month period and the Service is activated on March 17, there are four Service Months (i.e., the first Service Month is from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Monthly Service Fee: the aggregate service fees for the Service actually you consumed within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will be

subject to the actual consumption during the then current Service Month, and the portion yet to be consumed will be excluded.

1.4 Communication Success Rate: Your request for entering a room is deemed as a request for initiating communication, and once you make such a request, it will be counted as one request. Once you enter a room, it will be deemed that the communication is successful.

Communication Success Rate = (number of successful communications / total number of communication requests) × 100%

1.5 Service Downtime Calculated in Minutes: If the Communication Success Rate is lower than 99% within one unit time (each 5 minutes as one calculation time unit) due to any reason attributable to Tencent Cloud, it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for five (5) minutes or more, such time shall be counted into the service downtime, while any such situation that lasts less than five (5) minutes will not be counted into the service downtime.

Note :

5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.6 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 -- Service Downtime within a Service Period Calculated in Minutes / Total Time within a Service Period Calculated in Minutes) × 100%

For example, assuming that the Communication Success Rate from 10:00 a.m. to 10:30 a.m. on a certain day in March 2019 is 98% (i.e., the Communication Success Rate is lower than 99% and the situation lasts for more than five (5) minutes), the Service Downtime Calculated in Minutes would be 30 minutes, and the Service Availability of March 2019 is 99.93% (i.e., $1 - (30 / 31 \times 24 \times 60) \times 100\%$).

2.2 Service Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard,

other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability of a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability	Value of Voucher
$\geq 99.5\%$ and $< 99.9\%$	10% of the Monthly Service Fee
$\geq 99\%$ and $< 99.5\%$	20% of the Monthly Service Fee
$< 99\%$	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability of a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4.Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 Any failure on the part of a user.
- 4.2 Any negligence of a user or any operation authorized by a user.
- 4.3 Any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of a user.
- 4.4 Any hacker attack on a user's website, application or data.
- 4.5 Any failure of a user to observe the documentation or guideline for using the TRTC.
- 4.6 Any impromptu increase of traffic of a user (concurrent volatility over 3,000) without five (5) business days prior written notice to Tencent Cloud.
- 4.7 Any use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud.
- 4.8 Any use by a user of any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.
- 4.9 Any significant event or promotion publicly announced by Tencent in advance.
- 4.10 Any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.
- 4.11 Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility.
- 4.12 Any force majeure event or accident.
- 4.13 Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
- 4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5.Miscellaneous

1. **The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**
2. Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
3. As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.
(End of Document)

CSS Service Level Agreement

Last updated : 2021-12-24 16:17:29

In order to use the Tencent Cloud Cloud Streaming Services ("CSS") service (the "Service"), you should read and observe this Cloud Streaming Services Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Streaming Services (CSS) Service: is the low-latency, high-concurrency, stable and smooth audio and video broadcasting service provided by Tencent Cloud. CSS supports functions including but not limited to real-time transcoding, intelligent porn detection, screenshot and recording, and is subject to the Service you purchase and contents of the Service provided by Tencent Cloud.

1.2 Service Period/Month: A calendar month is counted as a Service Period. When the period concerned is less than one full calendar month, the period from the day on which a user starts to use the Service to the very last day of such month will be counted as one Service Period. For example, if one starts to use the Service on March 19, the first Service Period will be from March 19 to March 31. The availability of the Service is calculated independently for each Service Period.

1.3 Unit of Time: For measuring the Service, each 5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.4 Failure Rate of Video Playing within each Unit of Time: the proportion of the number of failed requests of the Service due to reasons attributable to Tencent Cloud within one Unit of Time out of the total number of valid requests within such Unit of Time, i.e., Failure Rate of Video Playing within each Unit of Time = number of failed requests for video loading within one Unit of Time / total number of valid requests within such Unit of Time × 100%. A failed request refers to a valid quest with the return of a 5XX error code or a user request failure due to the unavailability of

any Tencent Cloud Cloud Streaming Services node. A valid request refers to a request received by the server of the Cloud Streaming Services. However, any failure of video playing due to expiration of any anti-leech protection adopted by a user with anti-leech authentication enabled, or block of a domain name caused by any illegal or prohibited live broadcasting content or otherwise, or any anomaly on the push end, will not be deemed a valid request. If the total number of your valid requests within one Unit of Time is less than 250, service availability will not be counted for such Unit of Time. One IP will be deemed as one user, and all repeated failed requests of one IP within the measurement time period will be deemed as one failed request.

1.5 Service Downtime within a Service Period Calculated in Minutes: If the Failure Rate of Video Playing within each Unit of Time of the Cloud Streaming Services service is more than 0.4%, it shall be deemed that the Service is unavailable within such Unit of Time. If such situation lasts for ten (10) minutes or more, such time period shall be counted into the Service downtime. If such situation that lasts less than ten (10) minutes, it will not be counted into the Service downtime. The accumulative total of Service downtime within a Service Period is the Service Downtime within a Service Period Calculated in Minutes.

1.6 Monthly Service Fee for a Service Month: the service fees for CSS under a Tencent Cloud account of a client during one Service Month (including data charges by data volume or by bandwidth, and charges for transcoding, recording, screenshot, porn detection and other value-added services).

1.7 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month $\times 24$ (hours) $\times 60$ (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $(1 - \text{Service Downtime within a Service Period Calculated in Minutes} / \text{Total Time within a Service Period Calculated in Minutes}) \times 100\%$

2.2 Service Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%**. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the aforementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of CSS voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability of a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability of a Service Month	Value of Compensation Voucher
≥ 95% and < 99.9%	5% of the Monthly Service Fee
< 95%	10% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability of a Service Month fails to meet the aforementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiration of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any error due to the block of a domain name due to any illegal or prohibited content of a client or otherwise.
- 4.2 any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of a client.
- 4.3 any hacker attack on a client's website.
- 4.4 any impact on the availability of the Service due to impromptu increase of traffic of a client (impromptu increase by 200% of daily peak of which the bandwidth is greater than 200Gbps) unless the client has provided a three-business day prior written notice to Tencent Cloud and subscribed a CSS escort service.
- 4.5 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.
- 4.6 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility.
- 4.7 any failure of video playing due to expiration of any anti-leech protection adopted by a client with anti-leech authentication enabled.
- 4.8 any failure of video playing due to block of a domain name caused by any illegal or prohibited content of a client or otherwise.
- 4.9 any failure of video playing due to anomaly on the push end.
- 4.10 any force majeure event or accident.
- 4.11 any other reason not attributable to Tencent Cloud.
- 4.12 any Service unavailability or failure of the Service to meet the availability standard above not attributable to Tencent Cloud.
- 4.13 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for your losses during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
- 5.2 Cloud Streaming Services offer the verification methods, such as using IP, Referer or Authentication Key ("Verification Methods") to verify the legitimacy of the service access request, which you may choose to use at your sole discretion, but the Verification Methods may be circumvented by counterfeit information, and you shall not solely rely on the Verification Methods for your content protection. Tencent**

Cloud disclaims liability for any loss of the piracy caused by circumvention of the Verification Methods. It is strongly recommended that you remotely verify the legitimacy of Cloud Streaming Services request if you have higher requirements for the content security.

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

VOD Service Level Agreement

Last updated : 2021-12-24 14:42:50

In order to use the Tencent Cloud Video on Demand (“VOD”) service (the “Service”), you should read and observe this Video on Demand Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud Video on Demand (VOD) Service: means the one-stop VPaaS service provided by Tencent Cloud to you, which integrates audio and video storage management, audio and video transcoding and audio and video speed-up playing, with the billing mode of pay per storage, transcoding or traffic usage. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Error Rate: Error Rate = (the number of “5xx” errors within unit time + the number of requests made by a user in a regular way that fail to reach the VOD server due to Service malfunction within unit time) / the number of all requests made by a user within unit time.

Note :

5xx: HTTP status code indicating server errors.

1.3 Service Unavailability: If the Error Rate of the Service is higher than 0.05% (exclusive) within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for ten (10) minutes or more, such time shall be counted into the Service Downtime, while any such situation that lasts less than ten (10) minutes will not be counted into the Service Downtime.

1.4 Service Downtime: means the aggregate time of Service Unavailability calculated in minutes within a Service Month.

1.5 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.6 Significant Impromptu Increase of Business Scale: The Service is not subject to any storage, transcoding or traffic limitations, and is scalable on a dynamic basis to meet your actual business needs; *provided, however*, that you should notify Tencent Cloud at least 3 business days in advance in writing in case of any significant impromptu increase of business scale, otherwise the availability of the Service may be affected. Tencent Cloud does not make any guarantee to the availability of the Service in case of any significant impromptu increase of business scale that you fail to so notify Tencent Cloud, nor will Tencent Cloud be liable for any impact on the availability of the Service thereof.

Significant Impromptu Increase of Business Scale

- bandwidth: peak requests expected to increase by more than 50Gbps, or peak requests increased by more than 10Gbps with significant concentration in terms of territory and operator.
- storage: the volume of storage expected to increase by more than 100TB.
- transcoding: the output of transcoding expected to increase by more than 100,000 minutes/day.

2. Service Availability/ Service Uptime Metrics

2.1 Calculation of Service Availability

Service Availability = (1 – Service Downtime / total time within a Service Month) × 100%

2.2 Standard of Service Availability/ Service Metrics

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.70%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service (Tencent Cloud VOD service) by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred to herein shall exclude the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.7\% > Av \geq 99\%$	10% of the monthly service fee for the applicable month
$99\% > Av \geq 95\%$	25% of the monthly service fee for the applicable month
$95\% > Av$	50% of the monthly service fee for the applicable month

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the third (3rd) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) APP ID of the account;
- (2) The duration of Service Downtime and other supporting materials.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any attack on any of your application endpoints or data, or any other mal-operation.
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device.
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.
- 4.7 any malfunction due to block of a domain name caused by your illegal or prohibited content or otherwise.
- 4.8 any decline in the availability of the Service due to your impromptu increase of traffic without prior written notice to Tencent Cloud.
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.11 Tencent Cloud only provides VOD Services. Tencent Cloud shall not be liable if the videos provided by you violate any laws and regulations, government policies, or infringe on the rights of any third party.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course, and will announce such amendment via a notice on its website, an email notice or a text message notice. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended, and no additional consent is required from you therefor.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

5.4 These Terms are executed in Nanshan District, Shenzhen, Guangdong Province of the People's Republic of China ("**China**"). The formation, effectiveness, performance, interpretation and dispute resolution of these Terms are governed by laws of the mainland China (excluding conflicts of law rules). For the purpose of this Agreement, the laws of China's Hong Kong, Macau, and Taiwan are not applicable.

5.5 Both parties shall first negotiate to resolve any dispute arising from these Terms or the Service. If the parties fail to resolve such dispute through negotiation, either party may submit the dispute to the people's court at the place where this Agreement is executed (i.e., Nanshan District, Shenzhen, Guangdong). (End of Document)

Media Processing MPS Service Level Agreement

Last updated : 2020-01-09 16:23:49

Media Processing Service Level Agreement

In order to use the Tencent Cloud Media Processing Service (the “MPS” or “Service”), you should read and observe this Media Processing Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud Media Processing Service: means the audio and video transcoding, content identification and video moderation service provided by Tencent Cloud. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Error Rate = (the number of “5xx” errors within unit time + the number of requests made by a user in a regular way that fail to reach the MPS server due to Service malfunction within unit time) / the number of all requests made by a user within unit time.

5xx: HTTP status code indicating server errors.

1.3 Service Unavailability: If the Error Rate of the Service is higher than 0.5% (exclusive) within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for ten (10) minutes or more, such time shall be counted into the Service Downtime, while any such situation that lasts less than ten (10) minutes will not be counted into the Service Downtime. The Service Downtime is calculated based on the Error Rate on the server end.

For example, assuming that the number of total requests for MPS made by user A within five (5) minutes is 10,000, during which period there's no Service malfunction and the number of "5xx" errors returned is 100, then the Error Rate would be calculated as follows: $(100 + 0)/10000 = 1\%$, *i.e.*, higher than 0.5%, and such five (5) minutes will be counted towards the Service Downtime.

1.4 Service Downtime: means the aggregate time of Service Unavailability calculated in minutes within a Service Month.

1.5 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.6 Significant Impromptu Increase of Business Scale: The Service is not subject to any transcoding limitation, and is scalable on a dynamic basis to meet your actual business needs; *provided, however*, that you should notify Tencent Cloud at least three (3) business days in advance in writing in case of any significant impromptu increase of business scale, otherwise the availability of the Service may be affected. Tencent Cloud does not make any guarantee to the availability of the Service in case of any significant impromptu increase of business scale that you fail to so notify Tencent Cloud, nor will Tencent Cloud be liable for any impact on the availability of the Service thereof.

Impromptu Increase Metrics:

- transcoding: the output of transcoding expected to increase by more than 100,000 minutes/day.
- video moderation: the volume of video moderation expected to increase by more than 40,000 minutes/day.
- content identification: the volume of content identification expected to increase by more than 40,000 minutes/day.

2. Service Availability/ Service Uptime Metrics

2.1 Calculation of Service Availability

Service Availability = $(1 - \text{Service Downtime} / \text{total time within a Service Month}) \times 100\%$

2.2 Standard of Service Availability/ Service Metrics

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.70%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service (Tencent Cloud Media Processing Service) by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.70\% > Av \geq 99\%$	10% of the monthly service fee for the applicable month
$99\% > Av \geq 95\%$	25% of the monthly service fee for the applicable month
$95\% > Av$	50% of the monthly service fee for the applicable month

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the third (3rd) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standards specified hereunder, you may submit the compensation application within the period set forth under this SLA. Your compensation application shall be submitted along with at least the following documents:

- (1) the appid of the account for which the Service is unavailable.
- (2) the duration of the Service Unavailability and other relevant evidence thereof.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
- 4.3 any attack on any of your application endpoints or data, or any other mal-operation;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.7 any malfunction due to block of a domain name caused by your illegal or prohibited content or otherwise;
- 4.8 any decline in the availability of the Service due to your impromptu increase of traffic without prior written notice to Tencent Cloud;
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately;
- 4.11 Tencent Cloud provides you with the Service only, and shall under no circumstance be liable for any violation of any law, regulation or government policy, or any infringement upon any right or interest of any third party, by any video provided by you.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course, and will announce such amendment via a notice on its website, an email notice or a text message notice. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended, and no additional consent is required from you therefor.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

5.4 This Agreement is executed in Nanshan District, Shenzhen, Guangdong Province, the People's Republic of China ("**China**"). The formation, effectiveness, performance, interpretation and dispute resolution of this Agreement shall be governed by law of the China (for the purpose of this Agreement only, excluding China's Hong Kong, Macau and Taiwan), without regard to the conflict of law.

5.5 In case of any dispute or claim between you and Tencent Cloud in connection with this Agreement, it shall first be resolved through friendly negotiation. If such dispute or claim cannot be settled amicably, you agree to submit such dispute or claim to a people's court with competent jurisdiction in the place where this Agreement is executed (*i.e.*, Nanshan District, Shenzhen, Guangdong Province). (End of Document).

StreamLive Service Level Agreement

Last updated : 2024-06-24 10:35:31

To use the Tencent Cloud StreamLive Service (the “Service(s)”), you shall read and comply with this Tencent Cloud StreamLive Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud StreamLive Service

“**Tencent Cloud StreamLive Service**” refers to a high-quality streaming platform provided by Tencent Cloud, which offers broadcast-level real-time online streaming media processing services. StreamLive is characterized by the utilization of Tencent Cloud's unique high-performance video encoding and compression algorithms. These algorithms help to save on transmission bandwidth while ensuring a superior viewing experience. By using this service, clients can create high-quality video streams, which can be distributed to various types of devices.

1.2 Service Month

“**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service

Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Failure Rate

For active channels, provided there is valid input from the user, the “**Service Failure Rate**” refers to the number of outputs not produced due to failures in the StreamLive service within a unit of time, divided by the number of outputs that should have been produced by the StreamLive service. Here, the output refers to the output set for the channels in the StreamLive service. Service statistics of Tencent Cloud StreamLive take 5 minutes as a unit. The following scenarios do not constitute service failures caused by faults in the StreamLive service:

- (1) Service exceptions due to abnormal push/input streams.
- (2) Exceptions caused by account or domain name suspension due to content violation or non-compliance.
- (3) Unauthorized hotlinking and failed authentication due to reasons not attributed to Tencent Cloud.
- (4) Service Unavailability due to failure to follow the product usage documentation or usage recommendations of the Services.
- (5) Incorrect requests or Service Unavailability due to reasonable upgrades, changes or downtime initiated by the StreamLive service.

1.4 Service Unavailability

It is deemed as “**Service Unavailability**” within a unit time (5 minutes as a unit time) if the Service Failure Rate is more than 30% (excluding this number) within a unit time. It is counted as “**Service Unavailability Minute**” when Service Unavailability lasts for 10 minute or more. Minutes less than 10 minute are not counted as Service Unavailability Minutes. Service Unavailable Minute is measured according to the Failure Rate of the server side.

1.5 Service Unavailability Minute

“**Service Unavailable Time**” refers to the sum of the unavailable minutes of the StreamLive Service in the Service Month.

1.6 Large-Scale Business Surge

When you have a large-scale business surge, please inform Tencent Cloud in writing at least 3 working days in advance (you can inform the corresponding business personnel of Tencent Cloud by email), otherwise the availability may be affected. Tencent Cloud does not provide business availability commitments for large-scale business surges

that you do not notify in writing in advance as agreed, and Tencent Cloud will not be liable for any impact on service availability.

Surge indicator: Your average number of channels in the past month is more than or equal to 10, and on the day of the surge, the number of channels is more than or equal to twice the average number of channels in the past month.

1.7 Total Minutes within the Service Month

“Total Minutes within the Service Month” = the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.8 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee under your Tencent Cloud account for the StreamLive in a Service Month. Please refer to the [billing description document](#) for more details.

2. Service Availability/Service Success Rate

2.1 Calculation of Service Availability

“Service Availability” = (1 - Unavailability Minutes within the Service Month / Total Minutes within the Service Month) × 100%.

2.2 Service Availability Standard/ Service Success Rate Grade Indicator

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.7% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers issued by Tencent Cloud**, and you must comply with vouchers usage rules (including usage period, etc., subject to the [voucher-related rules published on the website of Tencent Cloud](#)). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and **the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability	Compensation Voucher Amount
Less than 99.70% but equal to or higher than 95.00%	5% of Monthly Service Fee
Less than 95%	10% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail**.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

- (1) Appid of the service unavailable account.
- (2) Service unavailable period and other relevant evidence.

4.Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Errors or playback failures due to the disabling of domain names or accounts resulting from your non-compliance with content regulations or other compliance issues.
- 4.2 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.
- 4.3 Unavailability due to your negligence or your authorized operation.
- 4.4 Unavailability due to a hacker attack on your website.
- 4.5 When you have a Large-Scale Business Surge, you need to notify Tencent Cloud in writing at least 3 working days in advance to apply for StreamLive service escort, otherwise Tencent Cloud will not be responsible for the impact on availability. Large-Scale Business Surge includes scenarios where your average number of channels in the past month is more than or equal to 10, and on the day of the business surge, the number of channels is more than or equal to twice the average number of channels in the past month.
- 4.6 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.7 Unavailability due to your failure to change by the deadline, when Tencent Cloud follows the product specification and notifies you to cooperate with the change.
- 4.8 Video Play failure due to abnormal push/input streams.
- 4.9 Video Play failure due to expiration of the key or signature of the DRM/ encryption function enabled by you.
- 4.10 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.11 When your audio and video container format does not meet the definition of the container standard or is not clearly defined in the standard, resulting in incompatibility with Tencent Cloud's implementation, including but not limited to:

(1) The transcoded file conforms to the standard, but due to the limited decoder supported by the players, some players can not play normally.

(2) The packaging format and encoding format of the push video source do not meet the standards, and the video source cannot be played normally by VLC/ffplay/potplayer and other players.

4.12 In the case of abnormal audio and video streams, problems caused by Tencent Cloud's default processing methods include but are not limited to: interruption, data missing or delayed arrival, audio and video timestamp not strictly increasing according to frame rate, serious synchronization problems in source audio and video, I-frame size exceeding the default value of the platform, GOP exceeding the default size of the platform, etc.

4.13 Unavailability due to force majeure and accidents.

4.14 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.15 Unavailability due to Tencent Cloud account arrears.

4.16 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that exempt Tencent Cloud from any liability or release of compensation liability, etc.

4.17 Tencent Cloud provides solely StreamLive Service. Tencent Cloud shall bear no liability for any videos supplied by the user that violate applicable laws, regulations, governmental policies, or infringe upon third-party rights.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Cloud Rendering

CAR Service Level Agreement

Last updated : 2024-08-05 17:36:53

In order to use the Tencent Cloud Cloud Application Rendering Service (the “Service”), you shall read and comply with this Tencent Cloud Cloud Application Rendering Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Uptime Metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Cloud Application Rendering, CAR

Refers to the real-time rendering of your application, software, platform and any related contents deployed on the Cloud Application Rendering concurrency, where “concurrency” means a collection of a series of virtual computing resources, including CPU, bandwidth, disk, GPU, etc. The real-time rendering operation is completed on the server-side of Cloud Application Rendering concurrency, and Tencent Cloud will encode the rendered results into audio and video streams for transmission to the user's device through the network, and the device transmits the user's operation information to the cloud server and the application for real-time interaction.

1.2 CAR Concurrency

If you purchase N CAR concurrency, it means the Service will contain N cloud application rendering concurrency. The Service Availability (as defined below) is calculated by CAR concurrency.

1.3 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days of the Service Month(s) × 24 (hours) × 60 (minutes).

1.4 Service Unavailability

When the Service is in a non-maintenance state, but the access to the Service with any IP address in both directions (outgoing/incoming) by UDP protocol fails, and such downtime lasts for more than one minute, the Service is deemed as unavailable ("Service Unavailability") within such minute.

1.5 Service Downtime Calculated in Minutes

Service Downtime Calculated in Minutes = the time the Service Unavailability is fixed – the time the Service Unavailability starts.

The service downtime is calculated in minutes. If the service failure is back to normal within one minute, i.e., if the duration of Service Unavailability of the CAR concurrencies does not exceed one minute, such duration is not counted as Service Downtime Calculated in Minutes. If the duration of Service Unavailability is longer than one minute but less than two minutes, Service Downtime Calculated in Minutes in such duration would be one minute. For example, if the service downtime lasts for one minute and one second, the Service Downtime Calculated in Minutes would be one minute.

1.6 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated service fee you pay for the Service within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Number of Minutes within a Service Month - Service Downtime Calculated in Minutes) / Total Number of Minutes within a Service Month × 100%.

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99% ("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

Assuming that a month contains 30 days, the Total Number of Minutes within such Service Month is 43,200 minutes ($=30 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes}$), the available time shall be no less than 42,768 minutes ($=30 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes} \times 99\%$), which means the Service Downtime Calculated in Minutes shall be less than 432 minutes ($=43,200 - 42,768$).

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability Standard is not met for any Service Month, the amount of compensation will be calculated for each such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service Availability fails to meet the Service Availability Standard (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
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Less than 99% but is or higher than 97%:	Compensation is 5% of the Monthly Service Fee
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Less than 97% but is or higher than 95%:	Compensation is 10% of the Monthly Service Fee
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Less than 95%:	Compensation is 20% of the Monthly Service Fee
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3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may apply for compensation only through the Tencent Cloud ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation

and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any attack on your application program by hackers.

4.2 Any loss or leak of data, passcode or password due to your improper maintenance and improper confidentiality measures.

4.3 Any negligence of you or any operation authorized by you.

4.4 Any network instability of your devices, including but not limited to network jitter, network disconnection, insufficient network signal.

4.5 Any compatibility issues of the applications deployed by you, including but not limited to hardware incompatibility, peripheral incompatibility, operating system incompatibility, GPU incompatibility.

4.6 Any Service Unavailability due to your own operation or maintenance of the applications deployed by you, including but not limited to application updates, maintenance.

4.7 Any Service Unavailability due to your failure to follow the Tencent Cloud product documentation or usage recommendations, including but not limited to the Service Unavailability caused by your refund/destruction operation of the Service in the console and by the usage operation of SDK and API interfaces.

4.8 Any error of the Service due to the applications or software installed by you, or other third-party software or configuration that are not directly operated by Tencent Cloud.

4.9 Any request to stop the service due to your or your applications' violation of laws, regulations, policies and norms, including but not limited to the use of pirated, non-copyrighted, Trojan horse viruses, pornography and other acts.

4.10 Any Service Unavailability due to force majeure including but not limited to natural disasters such as earthquakes, floods, plague epidemics, etc., as well as social events such as war, unrest, government actions, telecommunications backbone line disruptions, hackers, network congestion, technical adjustments in telecommunications departments and government controls.

4.11 Any suspension or termination due to your violation of Tencent Cloud Service Agreement, including the suspension or termination of the Service due to the unpaid or overdue service fees, etc.

4.12 Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the Tencent Cloud Service Agreement.

4.13 Any Service Unavailability due to any reason not attributable to Tencent Cloud.

4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

Low-Code Development

LCIC Service Level Agreement

Last updated : 2023-03-20 17:39:17

In order to use the Tencent Cloud Low-code Interactive Classroom Service (the “Service” or “Lcic”), you shall read and comply with this Tencent Cloud Low-code Interactive Classroom Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Low-code Interactive Classroom, Lcic

Low-code Interactive Classroom provided by Tencent Cloud refers to comprehensive interactive classroom solutions, including without limitation real-time audio and video, instant messaging IM, interactive whiteboard, recording and course playback, which provide complete terminal SDK access, backend interface and other functions. The specific content of the Service is subject to the services actually purchased by you and provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Monthly Service Fee

The Monthly Service Fee refers to the aggregate service fees actually consumed by you for the Service within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will be subject to the actual consumption during the then current Service Month, and the portion yet to be consumed will be excluded.

1.4 Classroom Entry Success Rate

Once you make a request for entering a classroom, it will be counted as one request. Once you enter a classroom, it will be deemed that the classroom entry is successful.

Classroom Entry Success Rate = (number of successful classroom entries / total number of classroom entry requests) × 100%

1.5 Service Downtime Calculated in Minutes

If the Classroom Entry Success Rate is lower than 99% within one unit time (each 5 minutes as one calculation time unit) due to any reason attributable to Tencent Cloud, it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for five (5) minutes or more, such time shall be counted into the service downtime, while any such situation that lasts less than five (5) minutes will not be counted into the service downtime.

Note:

5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.6 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within a Service Month / Total Number of Minutes within such Service Month) × 100%

For example, assuming that the Classroom Entry Success Rate from 10:00 a.m. to 10:30 a.m. on a certain day in March 2019 is 98% (i.e., the Classroom Entry Success Rate is lower than 99% and the situation lasts for more than five (5) minutes), the Service Downtime Calculated in Minutes would be 30 minutes, and the Service Availability of March 2019 is 99.93% (i.e., $1 - (30 / 31 \times 24 \times 60) \times 100\%$).

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the Disclaimer of Liabilities provisions below.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.5%	10% of the Monthly Service Fee
Less than 99.5% but is or higher than 99%	20% of the Monthly Service Fee
Less than 99%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may apply for compensation only through the Tencent Cloud ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard. If you fail to make any application within

such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any failure attributable to Customer.

4.2 Any negligence of Customer or any operation authorized by Customer.

4.3 Any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of Customer.

4.4 Any hacker attack on Customer's website, application or data.

4.5 Any failure of Customer to observe the documentation or guideline for using the Lcic.

4.6 Any impromptu increase of traffic of Customer (the number of users in a single room exceeds 3,000 or the number of new concurrent users exceeds 10,000) without five (5) business days prior written notice to Tencent Cloud (through the Tencent Cloud ticket system or contacting business managers).

4.7 Any use of products, functions and access for trial operation which are not launched on the official website of Tencent Cloud.

4.8 Any use by Customer in connection with any illegal content, including but without limitation to pornography, gambling, illegal drugs, fraud, etc.

4.9 Any significant event or promotion publicly announced by Tencent Cloud in advance.

4.10 Any system maintenance with prior notice by Tencent Cloud to Customer, including system cutover, maintenance, upgrade and failure simulation test.

4.11 Any failure or configuration adjustment of network or equipment that is not owned or controlled by Tencent Cloud.

4.12 Any force majeure event or accident.

4.13 Any Service unavailability or failure of the Service to meet the Service Availability standard not attributable to Tencent Cloud.

4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to applicable laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

Security

Business Security

Captcha Service Level Agreement

Last updated : 2022-09-27 10:27:12

In order to use the Tencent Cloud Captcha Service (the “Service”), you shall read and comply with this Tencent Cloud Captcha Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Service Month(s)

Refers to the calendar month(s) within the term of the Service purchased by you. For example, if you start the Service on March 17, the first Service Month will be from March 17 to March 31, and each calendar month thereafter (e.g., the second from April 1 to April 30, the third from May 1 to May 31) will be a Service Month. The Service Availability will be calculated separately for each Service Month.

1.2 Total Number of Minutes within a Service Month

Total Number of Minutes within a Service Month = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.3 Failed Request(s)

A request will be deemed as a Failed Request in the following cases:

- (1) The return status code is 5XX or 4XX due to the Captcha system, that is, the return status code starts with 5 or 4.
- (2) The normal request does not reach the Captcha server due to the failure of the Captcha system.

1.4 The Total Number of Requests

Refers to the total number of Captcha requests initiated by the Customer.

1.5 Error Rate

Error Rate shall be calculated in minutes. Error Rate = (the number of Failed Requests within one minute / the Total Number of Requests within such minute) × 100%.

1.6 Service Downtime

If the Error Rate of the Service is greater than 0.01% within one minute, such minute is counted as Service Downtime. If the Service is unavailable for more than one minute, it is counted as a failure event (the “Failure Event”).

1.7 Service Downtime Calculated in Minutes

Refers to the total number of minutes of Service Downtime in a Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = ((the total number of minutes within a Service Month - Service Downtime Calculated in Minutes in such Service Month) / the total number of minutes within a Service Month) × 100%

2.2 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.99% (“Service Availability Standard”)**. If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

- (1) Compensations will be made in the form of compensational service times (i.e., Captcha requests) by Tencent Cloud.

(2) Tencent Cloud will compensate you for 10 times the number of Failed Requests in the Failure Event of the Service Month, i.e., the number of compensational service times = the number of Failed Requests x 10. For example, if the number of Failed Requests in the Failure Event of a Service Month in which the Service fails to meet the Service Availability Standard is 10, Tencent Cloud will compensate you for 100 Captcha requests ($=10 * 10$).

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation within two (2) months following the end of the applicable Service Month in which the Service Availability fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;

4.2 the Service is unavailable due to the device, software or technology of you or any third party;

4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;

4.4 the Service is unavailable due to your violation of any Tencent Cloud product policy or documentation;

4.5 the Service is unavailable due to your non-payment, delay in payment or refund;

4.6 the Service is unavailable due to your illegal use of Tencent Cloud products;

4.7 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service, but Tencent Cloud will notify you in advance of the schedule of such maintenance and upgrade;

4.8 the Service is unavailable due to any event of force majeure;

4.9 the Service is unavailable due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

RCE Service Level Agreement

Last updated : 2024-08-05 19:26:39

To use the Tencent Cloud Risk Control Engine Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Risk Control Engine Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability, compensation plans, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations of liability clause, disclaimer clause, and other terms involving your material rights and interests may be highlighted in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 “**Risk Control Engine Service**” provided by Tencent Cloud refers to the services provided by Tencent Cloud based on the authorized business data provided by you, and combined with Tencent’s technology capability of business security risk analysis to help you carry out business security risk control and defense, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 “**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 “**Failed Request**” refers to the normal request that does not reach the service server due to the failure of the service system.

1.4 “**Valid Total Request**” refers to all requests received by the server side of the Services.

1.5 “**Error Rate**” = (Failed Requests per minute/Valid Total Requests per minute) × 100%.

1.6 “**Service Unavailability**” is counted within 1 minute if the Error Rate of the Services in this minute is greater than 1%.

1.7 “**Service Unavailability Time**” refers to the time difference between Service Unavailability resolution moment and Service Unavailability start moment. Each Service Unavailability Time is counted in minutes, and the part of less than 60 seconds is counted as 1 minute. For example, if the Service Unavailability start moment is January 10,

14:01:01, and the Service Unavailability resolution moment is January 10, 15:01:29, the Service Unavailability Time is 60 minutes and 28 seconds. Because 28 seconds is less than 1 minute, it shall be counted as 1 minute. Therefore, the actual Service Unavailability Time is 61 minutes.

1.8 **“Total Minutes within the Service Month”** = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.9 **“Unavailability Minutes within the Service Month”** refers to the sum of the minutes of Service Unavailability Time within the Service Month.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

“Service Availability” = (1 - Unavailability Minutes within the Service Month / Total Minutes within the Service Month) × 100%.

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of call times compensated by Tencent Cloud, and you must comply with the usage rules of the Services (including usage period, etc., subject to the related rules published on the website of Tencent Cloud). The call times compensated cannot be exchanged for cash, or be accompanied by invoices. Such call times can only be used for the Services through your corresponding cloud account. The call times cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, call times will be compensated according to the number of Failed Requests during the Service Unavailability Time, and the compensation will be calculated separately according to the corresponding Service Month. The total number of call times compensated shall not exceed the corresponding call times used by you for the Services for that respective month. The number of call times compensated = the number of Failed Requests during the Service Unavailability Time × 10.

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may **claim for compensation only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. **In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Services does not meet the Service Availability Standard, you may file a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

- (1) Instance ID of the Service Unavailability.
- (2) Service Unavailability Time and other relevant certificates.

4. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding service unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.2 Unavailability due to network, device failure or configuration adjustments other than Tencent Cloud devices.
- 4.3 Unavailability due to attacks or other misconduct on your application interfaces or data.
- 4.4 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 4.5 Unavailability due to your negligent authorization, incorrect operation, your own equipment or third party software or equipment.
- 4.6 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.7 Failed Request, suspension or termination of services due to your violation of the Tencent Cloud Service Agreement, usage rules, terms of service of the Services, etc.
- 4.8 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.9 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. MISCELLANEOUS

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If you have used the Services for more than 12 months, Tencent Cloud's aggregated liability shall not exceed the total fees you have paid to Tencent Cloud for the Services during the 12-month period prior to the occurrence of the damage (for the avoidance of doubt, such fees refer to the cash you have paid actually for using the Services, excluding vouchers and prepaid but unutilized fees, etc.).

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Anti-Cheat Expert PC Game Anti-Cheating Service Level Agreement

Last updated : 2024-08-06 14:56:15

In order to use the ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service (the “Service”), you shall read and comply with this ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service Level Agreement (this “Agreement”, or this “SLA”) and the [Terms of Service | Tencent Cloud](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service

The Service refers to the ACE PC Game (Windows) Hardening Service (such as code encryption, anti-debugging, anti-injection, and prevention of multiple instances) and Anti-Cheat Service (such as anti-speed hack, anti-auto clicker, cheat sample detection) provided to you by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

2. Service Availability

2.1 Calculation of the Service Availability

Service Availability = 100% - (Total Downtime within Service Month / Total Service Time in the Month) * 100%

Where:

1) Total Downtime within Service Month refers to the total time within one service month when the service was unavailable for more than 10 minutes at a stretch.

Note :

①Times less than 10 minutes, game maintenance periods, and times when the service is shut down after agreement with the game team, are not included in the downtime.

For example, if Issue A lasts more than 10 minutes, reaching 15 minutes, then 15 minutes are counted as downtime. If Issue B lasts for 6 minutes, it is not counted as downtime.

②If the game has not been integrated with the service as required, it is not counted as service downtime.

2) Total Service Time in the Month refers to the total time the service is provided within a month.

3) If the ACE PC Game (Windows) Hardening Service/Anti-Cheat Service faces issues lasting more than 10 minutes, affecting the actual online protection effectiveness of the game, such periods are counted as service downtime. Issues include:

①The overall failure of the online client's security service/anti-cheat service. However, if individual cheat functions are upgraded and cause the protection function not to be fully effective, it is considered a normal operational phenomenon and not included in the service downtime.

②The anti-cheat service's cheater list is not pushed as scheduled, meaning the cheater list was detected but not pushed normally. However, if the game's security status is decent and there are no cheats detected, hence no list is pushed, it is considered a normal phenomenon and not included in the service downtime.

For example, if the client hardening solution provided service throughout January and the total downtime was 30 minutes, then:

For January, Total Service Time = 312460 minutes = 44,640 minutes

Service Availability = 100% - [30 / (312460)] * 100% = 99.933%

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than **99%**, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the following standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Monthly Service Availability	Compensation Voucher Amount
Below 99% but equal to or above 95%	5% of the monthly service fee
Below 95% but equal to or above 90%	10% of the monthly service fee
Below 90% but equal to or above 85%	25% of the monthly service fee
Below 85%	100% of the monthly service fee

Monthly Service Fee:the fees incurred by a client for using ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service under certain Tencent Cloud account within a calendar month. If a client has paid service fees for multiple months in a lump sum, the Monthly Service Fee will be calculated by dividing the service fees by the number of the months the client paid for.

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding period of Service unavailability shall not be counted toward Service downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any delay or drop of push messages resulted from the use in a manner exceeding the maximum service capacity as specified by the current version for sale;
- 4.8 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud; any Failed request caused by force majeure.
- 4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. End User Data

For the purposes of improving and optimizing the models and algorithm which this Feature and other Tencent Cloud features rely upon, we will need to process personal data, which may include sensitive personal data of your end users to the extent this is provided by you to us. In proceeding to install the Service, you represent, warrant and undertake that you shall provide all required disclosures and obtain on our behalf and maintain all necessary consents (including explicit consent, if applicable) from the relevant individuals in respect of such processing, and comply with all requirements under the **Terms of Service | Tencent Cloud** in respect to the processing of end user data. You agree that you will adhere to any Tencent Cloud's request for proof of such collection and disclosure. You also agree that you will indemnify and hold Tencent harmless from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this requirement.

6. Miscellaneous

6.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.

6.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

6.3 As an ancillary agreement to the Terms of Service | Tencent Cloud, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Mobile Game Hardening and Anti-Cheating Service Level Agreement

Last updated : 2024-08-06 16:32:43

1. ACE Mobile Game Hardening and Anti-Cheating Services

You are welcome to use the Tencent Game Security ACE Platform (“ACE”) mobile game hardening and anti-cheating services (the “Service(s)”).

This Service Level Agreement (“SLA”) specifies the availability level indicators and compensation plan for the mobile game hardening and anti-cheating services provided by ACE to customers, and does not apply to other services provided by ACE.

This Agreement has come into effect on July 5, 2024.

2. Service Guarantee Indicators

2.1 Service Availability

ACE mobile game hardening and anti-cheating services promise 99.9% Business Availability.

“Business Availability” = Business Availability Time within the mobile game hardening and anti-cheating Service term / Total service time within the mobile game hardening and anti-cheating service term × 100%. (If not specified, the default service term is one year)

Specific Matters	Definition of “Business Availability Time” During the Mobile Game Hardening and Anti-Cheating Service Term
ACE Platform	During the service term of the Services, you can access the ACE official website and console;
Hardening	During the service term of the Services, ACE can successfully reinforce the game package without causing the game to crash;
Anti-cheating	During the service term of the Services, the ACE console can view data, the SDK is available, and the game will not crash;
Anti-cheating API	During the service term of the Services, the interface can return success normally and will not cause the game to crash;
Server SDK	During the service term of the Services, data can be forwarded successfully without causing the game to crash;

Dynamic
Countermeasures

During the service term of the Services, cheating data can be viewed in the ACE console without causing the game to crash.

3. Compensation Plan

3.1 Applicable Scope

The compensation plan is applicable to the situation where the user's mobile game reinforcement and anti-cheating services cannot be used normally or are completely inaccessible due to ACE failure, and the user requires ACE to provide compensation for the accident or failure.

3.2 Principles of Compensation Standard

$99\% \leq \text{Service Availability} < 99.9\%$, Free extension of the Services for the game for 1 month;

$\text{Service Availability} < 99\%$, Free extension of the Services for the game for 3 months.

Note: The following situations are not included in the scope of compensation:

Service unavailability during routine system maintenance hours;

Service unavailability due to customer reasons, third-party reasons or force majeure.

3.3 Miscellaneous

ACE reserves the right to modify some of the terms of service of this Agreement according to any changes. Changes related to customers use will be pushed by email, announcement or other forms. If you do not agree with ACE's modification to this SLA, you have the right to stop using the ACE mobile game hardening and anti-cheating services. If you continue to use the Services, you shall be deemed to have accepted the modified SLA.

Cloud Security

CFW Service Level Agreement

Last updated : 2022-12-06 16:27:42

In order to use the Tencent Cloud Cloud Firewall Service(the “Service”or“CFW”), you shall read and comply with this Tencent Cloud Cloud Firewall Service Level Agreement (this “Agreement” or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability/Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Cloud Firewall Service, CFW

Cloud Firewall Service refers to the cloud firewall and related technical support services as shown on the official website of Tencent Cloud, subject to the specific services purchased by you and the services provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within Service Month) / Total Number of Minutes within Service Month) × 100%

2.2 Additional Definitions

Total Number of Minutes within Service Month(s) refer to the total cumulative minutes of the Service you purchase in a Service Month.

Service Downtime Calculated in Minutes within Service Month(s) refers to the minutes in which the Service is unavailable in a Service Month. If all attempts to connect to the Service fail in a certain minute, the Service would be deemed as unavailable in such minute.

2.3 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.5% (“Service Availability Standard”)**. If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on the official website of Tencent Cloud). Such voucher cannot be converted into cash, and no invoice will be issued in respect thereof. The voucher may only be used to purchase the Service via your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in a Service Month, the amount of compensation shall be calculated for such Service Month in which the Service fails to meet the Service Availability Standard separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for the Service in such Service Month** (the Monthly Service Fee in this paragraph shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.5% but is or higher than 99%	10% of the Monthly Service Fee

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) A detailed report describing the scanning process.
- (2) The specified date, time, duration and other details on the service unavailability, and related screenshots.
- (2) Other information Tencent Cloud reasonably requires you to provide.

4. Disclaimer of Liabilities

If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 The Service is unavailable or fails to meet the Service Availability Standard due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal.

4.2 The Service is unavailable or fails to meet the Service Availability Standard due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud).

4.3 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use the products in accordance with the specification required by Tencent Cloud.

4.4 The Service is unavailable or fails to meet the Service Availability Standard due to your violation of any Tencent Cloud product policy or documentation.

4.5 The Service is unavailable or fails to meet the Service Availability Standard due to your non-payment or delay in payment.

4.6 The Service is unavailable or fails to meet the Service Availability Standard due to serious failure of network operator.

4.7 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use Tencent Cloud products in accordance with applicable regulations or your illegal use of Tencent Cloud products.

4.8 The Service is unavailable or fails to meet the Service Availability Standard due to any event of force majeure.

4.9 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.

4.10 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

4.11 The Service shall be used for the normal commerce, scientific research and other businesses in compliance with the applicable laws and regulations, and shall not be used for any illegal businesses, otherwise Tencent has the right to stop providing the Service to you.

4.12 You shall read the guidelines and instructions of the Service carefully, make your own judgement about whether the functions of the Service and related services are suitable for your business, and operate in accordance with the relevant guidelines. You shall be responsible for any losses caused by the strategy failure due to your incorrect operation, so please take the risk and operate carefully.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the

Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

WAF Service Level Agreement

Last updated : 2023-05-11 15:28:31

In order to use the Tencent Cloud Web Application Firewall Service(the “Service”or WAF”), you shall read and comply with this Tencent Cloud Web Application Firewall Service Level Agreement (this “Agreement” or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention. Meanwhile, the Service involves security protection technology and some functions requires you configuration in accordance with the requirements of the Service. Please make sure to read the service rules of the Service carefully (including but not limited to the product documentation on the official website of Tencent Cloud).

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Cloud Web Application Firewall, WAF

Tencent Cloud Web Application Firewall refers to the web security protection provided by Tencent Cloud to you (“Customer”) through the Web Application Firewall, including website or App service security visualization analysis, OWASP TOP 10 protection, business BOT protection and website compliance protection, etc. The specific services are subject to the services you have purchased and the services provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Unavailability

The Service is deemed as unavailable (“**Service Unavailability**”) if the following conditions exist within a continuous period of 1 minute or more:

- (1) The service request cannot reach the service server due to WAF’s own reasons; or
- (2) The service server returns 4xx and 5xx status codes due to WAF’s own reasons.

If the Service is unavailable for less than 1 minute (i.e., the duration of service unavailability for a single instance does not exceed 1 minutes), such circumstance shall not be deemed as Service Unavailability. For example, if the Service is continuously unavailable for 59 seconds, such circumstance shall not be deemed as Service Unavailability.

1.4 Service Downtime

Service Downtime = the time Service Unavailability is fixed - the time Service Unavailability starts. The Service Downtime is calculated by minutes, and any time less than 60 seconds is calculated by 1 minute. For example, the Service Unavailability start moment is 14:01:01 on 10 January, the Service Unavailability fixed moment is 15:01:29 on 10 January, the Service Unavailability time is 60 minutes and 28 seconds. 28 seconds is less than 1 minute, and it needs to be calculated by 1 minute, so this Service Downtime is 61 minutes.

1.5 Service Downtime Calculated in Minutes within Service Month(s)

The sum of Service Downtime calculated in minutes in a Service Month is Service Downtime Calculated in Minutes within such Service Month. For example, if the Service is unavailable 3 times in a Service Month and such Service Downtimes last for 10 minutes, 20 minutes and 30 minutes respectively, the Service Downtime Calculated in Minutes within such Service Month would be 60 minutes.

1.6 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in Service Month(s) × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within Service Month(s) / Total Number of Minutes within Service Month(s)) × 100%

2.2 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.95% (“Service Availability Standard”)**. If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on the official website of Tencent Cloud). Such voucher cannot be converted into cash, and no invoice will be issued in respect thereof. The voucher may only be used to purchase the Service via your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in a Service Month, the amount of compensation shall be calculated for such Service Month in which the Service fails to meet the Service Availability Standard separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for the Service in such Service Month** (the Monthly Service Fee refers to the actual amount you pay in cash, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail**.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period and is not eligible for compensation by Tencent Cloud. Tencent Cloud will not be held liable to you for the corresponding Service Unavailability and the unavailability of your business (if any, including but not limited to the interruption and inaccessibility of your business):

4.1 The Service is unavailable or fails to meet the Service Availability Standard due to the illegal or fraudulent act of you or your end users or any other act that poses a security threat to the Service provided by Tencent Cloud.

4.2 The Service is unavailable due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud).

4.3 The Service is unavailable due to your failure to use the products in accordance with the configuration or service rules (including but not limited to [the product documentation on Tencent Cloud's official website](#), etc.) required by Tencent Cloud.

4.4 The Service is unavailable as the instance goes into the sandbox due to the peak value of your instance requests exceeding the quantity ordered by you (e.g., your business or attack traffic increase causes the instance requests peak value to exceed the quantity ordered).

4.5 The Service is unavailable, or your business is unavailable when the VIP address of the WAF changes because you have bound your business to the VIP address of the WAF instance.

4.6 In the circumstance where you authorize Tencent Cloud to create security group policies for the assets of your business source station on Tencent Cloud, the Service is unavailable, or your business is unavailable due to the failure of the distribution of the security group policy created by Tencent Cloud for reasons not attributable to the Tencent Cloud Web Application Firewall (e.g., your security group or source station instance restricts the issuance of policies for the Service, you change the security group policy by yourself, you cancel or skip the service role authorization to Tencent Cloud Web Application Firewall, etc.).

4.7 The Service is unavailable due to your non-payment or delay in payment.

4.8 The Service is unavailable due to serious failure of network operator.

4.9 The Service is unavailable due to various source station issues at your business side (e.g., source station bandwidth running full, source station IP exposure, source station server room failure, source station link network jitter, etc.).

4.10 Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#).

4.11 The Service is unavailable due to any event of force majeure.

4.12 The Service is unavailable due to any reason not attributable to Tencent Cloud.

4.13 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

5. Special Covenants

5.1 For SaaS-type Web Application Firewall, you should avoid binding your business to the VIP address of the WAF instance as the VIP address of the WAF may change. Otherwise, when the VIP address of the WAF changes, the Service will be unavailable, and your business connected to the WAF cannot be accessed normally.

5.2 For SaaS-type Web Application Firewall, as the back-to-origin EIP address of the WAF may change, you should adjust the security group policy configuration and release the changed back-to-origin EIP address segment of the WAF in time. Otherwise, when the back-to-origin EIP address of the WAF changes, the Service will be unavailable, and your business connected to the WAF cannot be accessed normally.

5.3 Tencent Cloud provides the Customers of SaaS-based Web Application Firewall with the function of automatically releasing the back-to-origin address of the WAF. You may authorize Tencent Cloud to release the back-to-origin EIP address segment of the WAF for the assets of your business source station on Tencent Cloud when the back-to-origin EIP address of the WAF changes, and Tencent Cloud will create a security group policy for the assets of your business source station on Tencent Cloud according to your authorization by calling the authorized interface. However, please note that the security group policies issued by Tencent Cloud are only limited to the back-to-origin EIP address segment after the change of the WAF, and other security group policies still need to be configured and adjusted by you, and you need to ensure that your security group and instance have no restriction on the security group policies issued by Tencent Cloud, otherwise the issuance of the related security group policies may fail.

6. Miscellaneous

6.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

6.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official

website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

6.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

CWPP Service Level Agreement

Last updated : 2022-09-22 11:16:04

Cloud Workload Protection Platform Service Level Agreement

In order to use the Tencent Cloud Workload Protection Platform service (the “Service”), you should read and observe this Cloud Workload Protection Platform Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/“Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud Workload Protection Platform Service: means the product features (both basic edition and professional edition) provided by Cloud Workload Protection Platform. The Service Availability of professional edition is no less than 99% while the basic edition is free to use with no guarantee of Service level. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Service Unavailability: The failure or malfunction of the security function caused by the abnormality of the Cloud Workload Protection Platform Service system (for example, the security feature cannot be used, and the product cannot be started or uninstalled).

1.3 Service Downtime Calculated in Minutes: Service Downtime Calculated in Minutes = the time when the Service Unavailability of the Service is fixed – the time when the Service Unavailability of the Service starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime is one (1) minute and one (1) second, the Service Downtime Calculated in Minutes is two (2) minutes. If the Service Unavailability of the Service is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted towards the Service Downtime.

1.4 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = ((total time of a Service Month calculated in minutes - Service Downtime Calculated in Minutes within a Service Month) / total time of a Service Month calculated in minutes) × 100%.

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible). **This section only applies to users of the professional edition of Cloud Workload Protection Platform. Users of the free basic edition are not entitled to the compensation specified herein, and the calculation of compensation therefor is based on the number of affected devices.**

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99% > Av ≥ 90%	10% of the monthly Service fee
90% > Av ≥ 80%	25% of the monthly Service fee
80% > Av	100% of the monthly Service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standards specified herein, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with at least the following documents:

- (1) a detailed incident description report, including the specific date, time, duration and other details relating to Service unavailability;
- (2) other information reasonably requested by Tencent Cloud.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 the Service is unavailable or fail to meet the Service Availability standard due to the act of You or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;
- 4.2 the Service is unavailable or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- 4.3 the Service is unavailable or fail to meet the Service Availability standard due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 the Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;
- 4.5 the Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delay in payment;
- 4.6 the Service is unavailable or fail to meet the Service Availability standard due to a severe malfunction of a network operator;
- 4.7 the Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;
- 4.8 the Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- 4.9 the Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;
- 4.10 the Service is unavailable or fail to meet the Service Availability standard due to your or your end users' failure to handle the security alerts in a timely manner;
- 4.11 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.12 the Service is unavailable or fail to meet the Service Availability standard due to compatibility issues caused by your or your end users' installation of Cloud Workload Protection Platform agent in a non-Tencent Cloud Standard System;
- 4.13 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document).

CSC Service Level Agreement

Last updated : 2024-08-19 15:36:35

To use the Tencent Cloud Cloud Security Center Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Cloud Security Center Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plan, disclaimer, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Cloud Security Center Service (CSC)

“Tencent Cloud Cloud Security Center Service” refers to the Services provided by Tencent Cloud through Tencent Cloud Cloud Security Center or Tencent Cloud Security Operation Center, such as automated asset inventory, Internet attack surface mapping, cloud security configuration risk inspection, compliance risk assessment, traffic threat awareness, leakage monitoring, log audit and retrieval investigation, security orchestration and automated response, and security visualization. In addition, Tencent Cloud Cloud Security Center is an upgraded version of Tencent Cloud Security Operation Center. There are differences in the functions and service content of such two products, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Unavailability

If the Services cannot be used normally for a period of 1 minute or more, it is considered as “**Service Unavailability**”; if the Services cannot be used normally for less than 1 minute (that is, the instance is unavailable for less than 1 minute), it is not considered as Service Unavailability. For example, if the Services cannot be used normally for 59 seconds, it is not considered as Service Unavailability.

1.4 Service Unavailability Time

“**Service Unavailability Time**” = Service Unavailability resolution moment - Service Unavailability start moment.

Each Service Unavailability Time is calculated in minutes, and the part less than 60 seconds is calculated as 1 minute.

For example, the Service Unavailability start moment is 14:01:01 on January 10, and the Service Unavailability resolution moment is 15:01:29 on January 10, the Service Unavailability Time is 60 minutes and 28 seconds. Since 28 seconds is less than 1 minute, it needs to be calculated as 1 minute, so the Service Unavailability Time shall be 61 minutes.

1.5 Unavailability Minutes within the Service Month

“**Unavailability Minutes within the Service Month**” refers to the sum of the Service Unavailability Time in the Service Month. For example, if 3 Service Unavailability occur in a Service Month, and the Service Unavailability Time is 10 minutes, 20 minutes and 30 minutes respectively, then Unavailability Minutes within the Service Month is 60 minutes.

2. Service Availability

2.1 Calculation of Service Availability

“**Service Availability**” = $(1 - \text{Unavailability Minute within the Service Month} / \text{total minutes within the Service Month}) \times 100\%$

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective Service Month (excluding fees offset by vouchers, coupons, service fee deductions, etc.).**

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of monthly service fee
Less than 99% but equal to or higher than 95%	25% of monthly service fee
Less than 95% but equal to or higher than 90%	100% of monthly service fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation only through the work order system of your corresponding account after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. **Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met. If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, **it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.**

4. Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Service Unavailability due to security threats posed by you or your end users to the Services provided by Tencent Cloud or fraud or illegal activities.
- 4.2 Service Unavailability due to equipment, software or technology of you or any third party (not directly controlled by Tencent Cloud).
- 4.3 Service Unavailability due to your failure to configure the product in accordance with Tencent Cloud regulations or use the product in accordance with the service rules of the Services.
- 4.4 Service Unavailability due to your non-payment or arrears.
- 4.5 Service Unavailability due to serious failure of the network operator.
- 4.6 Service Unavailability due to various source site problems on your business side (such as source site bandwidth being full, source site IP being exposed, source site data center failure, source site link network jitter, etc.).
- 4.7 Service Unavailability due to the number of assets exceeds the specifications for the Services you purchased.
- 4.8 Temporary service interruptions caused by routine maintenance and upgrades of Tencent Cloud as described in the Tencent Cloud Service Agreement.
- 4.9 Service request failure, service suspension or termination due to your violation of the Tencent Cloud Service Agreement, the terms of service, usage rules, etc. of the Services.
- 4.10 Service Unavailability due to force majeure.
- 4.11 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.12 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability.

5. Miscellaneous

- 5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If the service term of your use of the Services exceeds 12 months, the maximum liability of Tencent Cloud shall not exceed the total amount of fees you have paid to Tencent Cloud for the Services in the 12 months before the damage occurred (for the avoidance of doubt, the fees here refer to the actual cash you have paid for the use of the Services, excluding vouchers, prepaid but not actually consumed fees, etc.).
- 5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Tencent Cloud Security Center Terms Of Service

Last updated : 2024-08-19 15:37:34

The Tencent Cloud Security Center Terms of Service (the “Terms of Service”) is an agreement signed between Tencent Cloud and you regarding your use of the Tencent Cloud Security Center and Tencent Cloud Security Operations Center Service (collectively, the “Service(s)”), and constitute a supplementary agreement to the Tencent Cloud Service Agreement you have signed. The Tencent Cloud Security Center is an upgraded version of the Tencent Cloud Security Operations Center, so the relevant use of the Tencent Cloud Security Operations Center is subject to the provisions of the Terms of Service. To use the Services, you shall read and fully understand the terms and conditions of this Terms of Service.

Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

To use the Services, you shall comply with this Terms of Service, the [Tencent Cloud Service Agreement](#) and the Service Rules of the Services. “Service Rules” refers to the service terms, rules, instructions, standards, etc. related to the service content, service level, technical specifications, operation documents, billing standards, etc. of the Services. The Service Rules shall be based on the content displayed on the Tencent Cloud official website or other relevant pages. You must understand the Service Rules in advance and operate in accordance with the Service Rules to ensure smooth use of the Services. The Services will conduct security scans, detections and tests on your hosts, containers, public IPs, domain names and other assets, collect necessary data for analysis and provide repair suggestions. The normal operation of your system and assets may be affected during the Services (such as processing of large amounts of test data, occupation of service bandwidth, server anomalies, database anomalies). Before using the Services, please ensure that you have a detailed understanding of the Services and its related security detection principles. By clicking “Remove Assets”, “Select Assets”, “Confirm”, “Physical Examination Items”, “Physical Examination Item Configuration”, or purchasing or using the Services, or accepting this Terms of Service in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Terms of Service. This Terms of Service shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Service Content

1.1 The Services refer to the services provided by Tencent Cloud, such as automated asset inventory, asset security protection, port risk detection, vulnerability risk detection, weak password risk detection, cloud resource configuration risk detection, website content risk detection, risk service exposure mapping, leakage monitoring, simulated attack,

user behavior analysis, log audit and retrieval investigation, security orchestration and automated response and security visualization capabilities, and cloud security expert technical support, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 The Services may provide you with one or more service contents for selection. You can independently determine the specific service contents to purchase or use according to your own needs. Tencent Cloud will provide you with the Services in accordance with the Terms of Service, Service Rules and the service contents you choose.

1.3 Tencent Cloud may provide specific Services or parts of Services (the “Gifted Services”) to eligible customers for various reasons such as customer repay and marketing promotion. You understand and agree that the Gifted Services are additional discounts provided by Tencent Cloud to customers. The service contents of Gifted Services (including but not limited to service standards, etc.) may differ from that of full-priced Services. You need to pay attention to this and confirm that you agree to accept it. Otherwise, please do not use the Gifted Services.

2. Service Fees

2.1 The settlement method and billing standards of the Services are stated on the introduction page of the Service Rules. You should pay the service fees in full in advance or maintain a sufficient balance in your Tencent Cloud service account in accordance with the Service Rules to ensure continuous use of the Services.

2.2 After any part of Tencent Cloud Services are activated (such as cloud servers, cloud databases, etc.), even if you have not added new service items or resources, and have not performed any new operations, such Services will continue to occupy resources and will therefore continue to incur charges. You should renew or close the Services in a timely manner.

3. Rules of Use

3.1 You shall comply with all applicable laws, judicial interpretations, administrative regulations, rules, ordinances and other regulatory documents, including but not limited to the laws and regulations of overseas regions and countries (for example, the country or region where you are located when using the Services) (the “**Laws and Regulations**”).

3.2 You must obtain the registration, license or approval from the relevant departments as required, ensure that you have the corresponding business qualifications and capabilities, operate in accordance with the law, use the Services legally, and must not engage in any behavior that violates Laws and Regulations or facilitate any behavior that violates Laws and Regulations.

3.3 You agree and authorize Tencent Cloud to conduct asset security checks on host assets, container assets, local images, warehouse images, clusters, public IP assets, domain name assets, and other cloud resources (including but not limited to websites, hosts, APIs, etc., the “Assets”) to which you have legal rights, and authorize Tencent Cloud to scan and detect all ports of your selected Assets. The measures

that Tencent Cloud may take include but are not limited to automatic detection based on security products and security tools, and manual detection and verification based on security experts.

You agree to use the Services and consent to Tencent Cloud's operations on related systems and Assets, and commit that:

3.3.1 All information you provide during the use of the Services is true, accurate, legal and valid. All Assets you authorize are owned by you or have corresponding authorization. If the information you submit violates the foregoing commitments or relevant legal provisions, all consequences and responsibilities caused by it will be borne by you.

3.3.2 You understand and agree that the Services may cause risks such as business service interruption, data loss, data leakage, etc., and Tencent Cloud does not assume any responsibility for this. You will back up your data on your own and use the Services during business idle periods.

3.4 You agree to authorize Tencent Cloud to collect and use your information, including username, password, cookies for logging into the website, username, password or key for logging into the host, verification information for API authentication, etc., to provide you with corresponding Services. Tencent Cloud will continue to store the aforementioned information during your use of the Services and delete it after the Services is provided (unless otherwise permitted by Laws and Regulations or agreed by Tencent Cloud and you).

3.5 You agree to authorize Tencent Cloud to log in to your Assets through the verification information you provide, collect security feature information related to system accounts, operating system versions, software versions, processes, ports and system logs, and upload them to Tencent Cloud for security analysis.

3.6 You understand and agree that Tencent Cloud will respect and protect user privacy in accordance with the [Tencent Cloud Privacy Protection Statement](#) and the Data Processing and Security Agreement published by Tencent Cloud. In order to respond to your request for help in a timely manner and improve the Services, Tencent Cloud will record and analyze your service usage behavior, submitted support requests and other behavioral data, but will not include your business data and account information.

4. Service Level

4.1 For details on the service levels of the Services, please refer to the [CSC Service Level Agreement](#).

4.2 Tencent Cloud provides you with service availability guarantee within the scope of the Service Rules of the Services. If your service availability requirements are higher than the Service Rules of the Services, you will need to take measures such as setting up high availability for your own system according to your own needs, and Tencent Cloud can provide necessary assistance. If Tencent Cloud is required to cooperate, design and provide other assistance, both parties shall negotiate separately.

5. Disclaimer

5.1 You understand and agree that Tencent Cloud's Services are provided in accordance with the current status of existing technologies and conditions. Tencent Cloud will make every effort to ensure the continuity and security of the Services, but Tencent Cloud cannot guarantee that the Services it provides are flawless. Therefore, even if there are defects in the Services provided by Tencent Cloud, if the above defects are not caused by Tencent Cloud's intentional, fault or negligence, it will not be regarded as a breach of contract by Tencent Cloud, and Tencent Cloud does not need to bear any responsibility. Both parties should work together in a friendly manner to solve the problem.

5.2 You confirm that you have read and understood in detail all the content and service details of the Services, and are aware that the normal operation of your system and Assets may be affected during the service period (such as the processing of large amounts of test data, occupation of service bandwidth, server anomalies, and database anomalies), which may result in the inability to use your business or system normally. Tencent Cloud does not assume any responsibility for this.

5.3 You guarantee that you have the legal right to entrust Tencent Cloud to perform asset security check and other services on your designated Assets. Otherwise, all risks and liabilities arising therefrom shall be borne by you alone, and Tencent Cloud has the right to immediately stop providing relevant tools and Services.

5.4 Tencent Cloud cannot guarantee that all security vulnerabilities can be discovered through the Services, and you understand and agree that the security risks and repair suggestions in the service report provided by the Services are for reference only. You are responsible for determining whether the relevant information is consistent with your actual business. Tencent Cloud does not guarantee that the content of the report can solve all your security issues. You shall bear the relevant risks and consequences of all operations you perform in the Services and the security decisions you make by using or referring to the information provided by the Services.

5.5 You understand and agree that with respect to free services, Gifted Services, or trial or testing services (such as public beta, invitational beta, etc., whether or not charged), Tencent Cloud does not make any express or implied commitments or guarantees regarding the availability, applicability, reliability, etc. of such Services, and does not assume any responsibility for the results of your use of such Services (unless otherwise agreed by both parties).

5.6 To the extent permitted by applicable law, neither party shall be liable to the other party for any indirect, incidental, special or punitive damages and losses (such as loss of profits, loss of opportunity, fees paid to third parties, loss or damage to reputation/goodwill, etc.), whether based on contract, warranty, tort or any other liability theory, regardless of whether either party knew or should have known of the possibility of such losses or damages.

5.7 Regardless of whether there are other agreements, the total amount of compensation liability that Tencent Cloud bears to you based on the Terms of Service and the Services (whether based on contract, tort or any other liability theory) shall not exceed the total amount of fees you have paid to Tencent Cloud for the Services; if the service period of your use of the Services exceeds 12 months, the maximum compensation liability of Tencent Cloud shall not exceed the total amount of fees you have paid to

Tencent Cloud for the Services in the 12 months before the damage occurred (for the avoidance of ambiguity, the fees here refer to the actual cash you have paid for the actual duration/quantity of use of the Services, etc., excluding prepaid but not actually consumed fees, vouchers, discounts, etc.). If this clause conflicts or is inconsistent with other agreements between the parties or the Tencent Cloud Service Rules, the agreement in this clause shall prevail.

6. Miscellaneous

6.1 Tencent Cloud reserves the right to modify this Terms of Service when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Terms of Service, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.2 This Terms of Service, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement, and you shall comply with it during your use of the Services.

6.3 The Service Rules are important part of the Terms of Service, and shall have the same legal effect as the main text of the Terms of Service, and you shall comply with them.

6.4 You shall comply with the provisions in the Tencent Cloud Service Agreement for matters not specified in this Terms of Service. In the event of a conflict or inconsistency between the terms of this Terms of Service and Tencent Cloud Service Agreement, this Terms of Service shall prevail, but only to the extent of such conflict or inconsistency.

(No Text Below)

Data Security

DSGC Service Level Agreement

Last updated : 2024-07-24 20:05:00

In order to use the Tencent Cloud Data Security Governance Center Service (the “Service”), you shall read and comply with this Tencent Cloud Data Security Governance Center Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud Data Security Governance Center Service

Refers to sensitive data identification, classification and hierarchization, risk detection and other services provided by Tencent Cloud by connecting to your (the “Client”) data assets. The specific content of the services shall be subject to the Service you purchase, and the contents actually provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Total Number of Minutes within Service Month

Total Number of Minutes within Service Month(s) = the total number of days of the Service Month(s) × 24 (hours) × 60 (minutes).

1.4 Service Unavailability

Service Unavailability refers to the unavailability of the Service, which includes the following two types:

(1) Unavailability of management function: means that you cannot operate the relevant functional configuration items in the interface by the steps described in the operation guide, despite normal login of the service console within the scope of authorization.

(2) Unavailability of classification and hierarchization function: means that you cannot perform the operations such as data identification, classification and hierarchization to process the supportable data assets as committed in the operation guide through the Service, even though you make correct configuration in full compliance with the operation guide.

1.5 Service Downtime

Service Downtime = the time when the Service Unavailability is fixed – the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the time when the Service Unavailability starts is January 10 at 14:01:01, and the time when the Service Unavailability is fixed is January 10 at 15:01:29, the Service Downtime will be sixty (60) minutes and twenty-eight (28) seconds. Since twenty-eight (28) seconds is less than one (1) minute, it will be rounded up to one (1) minute, so the Service Downtime will be sixty-one (61) minutes.

1.6 Service Downtime within Service Month(s) Calculated in Minutes

Service Downtime within Service Month(s) Calculated in Minutes refers to the total number of minutes of the Service Downtime within Service Month(s). For example, if the Service Unavailability takes places three times within Service Month(s), and the Service Downtime is 10 minutes, 20 minutes, and 30 minutes respectively, the Service Downtime within Service Month(s) Calculated in Minutes will be sixty (60) minutes.

2. Service Availability

2.1 Calculation of the Service Availability

Service Availability = $\{(\text{Total number of minutes within Service Month(s)} - \text{Service Downtime within Service Month(s) Calculated in Minutes}) / \text{Total number of minutes within Service Month(s)}\} \times 100\%$.

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud should not be less than **99.9%**. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher (not cash)** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall be the cash you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.0%	10% of the Monthly Service Fee
Less than 99.0% but is or higher than 98.0%	20% of the Monthly Service Fee
Less than 98.0%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail**.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, **it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.**

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

(1) a detailed description of the incident;

- (2) the specific date, time, duration and other details related to the Service Unavailability;
- (3) the database and resources node IP, open port, database table name and other information related to the Service;
- (4) other information Tencent Cloud reasonably requires you to provide.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;

4.2 the Service is unavailable due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud);

4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;

4.4 the Service is unavailable due to your violation of any Tencent Cloud products' terms;

4.5 the Service is unavailable due to your non-payment or delay in payment;

4.6 the Service is unavailable due to a severe malfunction of a network operator;

4.7 the Service is unavailable due to your non-compliant or illegal use of Tencent Cloud products;

4.8 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);

4.9 the Service is unavailable due to any event of force majeure;

4.10 the Service is unavailable due to the number of databases exceeding the service specification of the Data Security Governance Center product you purchase;

4.11 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.12 any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);

4.13 any other circumstances in which Tencent Cloud will be exempted or disclaimed from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

You understand and agree that the functions of the Service including sensitive data identification, classification and hierarchization and risk detection, only provide you with the relevant mode identifications or detection results (the "Analysis Results") related to the request you submit, and you should analyze and judge whether the Analysis Results are in compliance with the data you submit. Tencent Cloud does not promise the authenticity, accuracy and applicability of the Analysis Results. The

Analysis Results provided by the Service do not constitute any explicit or implicit opinions or promises of Tencent Cloud to any entity, and do not stand for affirmative or negative position of Tencent Cloud. Tencent Cloud shall not be liable for any losses caused by your use or reference to the content or information of the Analysis Results.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).

5.2 You agree and acknowledge that, the data you store or upload to the Service, or use the Service to identify, analyze or process by any other means is the data you collect, obtain or produce legally, and you have the full authorization of the relevant information owners and promise to be entitled to process the data through the Service.

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

KMS Service Level Agreement

Last updated : 2024-08-01 16:56:51

In order to use the Tencent Cloud Key Management Service (the "KMS" or the "Service"), you should read and observe this Key Management Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Key Management Service (KMS): means a key service protecting the security of data and keys, by which a higher level of security of your information (including data and keys) will be ensured. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Failed Request: means a request with a returned error code "InternalError", excluding those in any circumstance as provided for in the release of liabilities provisions below.

1.3 Valid Request: means a request received by KMS server, excluding those in any circumstance as provided for in the release of liabilities provisions below.

1.4 Error Rate Per Five Minutes: $\text{Error Rate Per Five Minutes} = \frac{\text{the number of Failed Requests per five minutes}}{\text{the total number of Valid Requests per five minutes}} \times 100\%$

1.5 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.6 Monthly Service Fee: means KMS Service fees under your Tencent Cloud account within a Service Month.

2. Service Availability

2.1 Calculation of Service Uptime Rate

Service Availability = $1 - (\text{the sum of the Error Rate Per Five Minutes within a Service Month} / \text{the total number of five-minute measurement units within a Service Month}) \times 100\%$

2.2 Standard of Service Metrics

The Service Availability of the Service will be no less than 99.90%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned guaranteed standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability is less than 99.90%, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by the user for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit or any other non-cash portion).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.90\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% > Av$	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.

4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.3 any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.5 any mal-operation due to your negligence, or any operation authorized by you.

4.6 any failure of a user to abide by user guide or suggestions for using Tencent Cloud products, including without limitation:

(1) loss of the key to an account password and envelope encryption, resulting in the decryption failure of underlying data.

(2) failure to clear cache in a timely manner for envelope encryption, resulting in the leak of the plaintext of the key.

(3) deletion of CMK by mal-operation, resulting in the decryption failure of underlying data.

(4) other incorrect operation, resulting in the leak of data or decryption failure.

4.7 any request made by a user who has not yet activated the Service or has any unpaid overdue payment.

4.8 any event of force majeure.

4.9 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

SSM Service Level Agreement

Last updated : 2021-12-24 14:42:04

Secrets Manager Service Level Agreement

In order to use the Tencent Cloud Secrets Manager Service (the “Service”), you shall read and comply with this Secrets Manager Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Failed Request

Refers to a request returned with an “InternalError” error code after such request is sent by you during the use of the Service (excluding circumstances covered by provisions of release of liabilities).

1.2 Valid Request

A request received by the server end of the Secrets Manager is deemed as a Valid Request (excluding circumstances covered by provisions of release of liabilities).

1.3 Error Rate Per 5 Minutes

The Error Rate Per 5 Minutes is calculated on the basis of consecutive 5-minute periods. Error Rate Per 5 Minutes = Failed Requests per 5 minutes / Total Valid Requests per 5 minutes x 100%

1.4 Total Number of 5-Minute Periods in A Service Period

The Total Number of 5-Minute Periods in A Service Period = 12 * 24 * Number of Days in that Service Period.

1.5 Service Month(s)

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first

Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

2. Service Availability/Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

Service Availability = $(1 - \text{The Sum of Error Rate Per 5 Minutes in a Service Month} / \text{Total Number of 5-Minute Periods in a Service Month}) \times 100\%$

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.90%. The customer is entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability of the Secret Manager Service fails to meet the aforementioned standard, other than in any circumstance as provided in the Release of Liabilities provisions.

2.3 Examples

(1) Presume that the user accesses the Service and sends a total number of 1,000,000 requests in a 5-minute period, during which there is no node failure, and there are 1,000 responses with an "InternalError" error code, then the Error Rate = $(1,000 + 0) / 1,000,000 = 0.1\%$.

(2) Total Number of 5-Minute Periods in A Service Period = $12 \times 24 \times 30 = 8640$ (periods).

(3) If the Service Availability calculated with the aforementioned formula is less than 99.90%, the Service of that month under the SLA is deemed as failed to meet the Standard.

3. Compensation Plan

In respect of the Service, if the Service Availability is less than 99.90%, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher (and not cash)** by Tencent Cloud. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the non-cash fee deducted by a voucher, a promotional coupon, or otherwise).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.90% but is or higher than 99%	10% of the Monthly Service Fee

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation only through the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. **Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, **it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.**

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) a detailed description of the incident, which shall include the specified date, time, and duration when the Service was unavailable and other details on the Service unavailability.
- (2) other information Tencent Cloud reasonably requires you to provide.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding duration of Service unavailability shall not be considered when calculating the Service unavailability period, shall not be eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud, e.g., system cutover, maintenance, upgrade, malfunction simulation test, and other planned downtime;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;

4.3 any unavailability caused by a third-party other than Tencent Cloud, e.g., any availability caused by an attack by hackers or the negligence of a third-party supplier of yours;

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;

4.5 any incorrect operation resulted from your negligence or operation you have authorized;

4.6 any failure of you to abide by documentation or instructions for using Tencent Cloud products;

4.7 any request sent by the user who has not subscribed to the Service or has overdue service fees;

4.8 any force majeure;

4.9 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Security Services

PTS Service Level Agreement

Last updated : 2022-04-07 10:02:18

Penetration Test Service Level Agreement

In order to use the Penetration Test Service (the “Service”), you shall read and comply with this Penetration Test Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Penetration Test

Refers to a black-box security test method for binary programs on WEB, applets, mobile APP and PC platform, and their back-end servers and associated resources, which conducts security test on the target applications by the means of platforms, tools and human services to discover potential security risks and vulnerabilities.

1.2 Penetration Test Service

Penetration Test Service provided by the Tencent Cloud refers to the penetration test service provided by the Tencent Cloud. You may choose the corresponding service according to your needs. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud.

1.3 Validity Period of the Service

Validity Period of the Service refers to the validity period of the Service agreed in the contract (for customers who initiate online orders, the formal contract is signed after the needs of both parties have been confirmed).

1.4 Validity Timeout of the Service

Validity Timeout of the Service means that the Service fails to be completed within the time agreed in the contract.

1.5 Service Response Time

Service Response Time refers to the interval between the time you initiate a specified service request by phone or WeChat, and the time the Penetration Test Service team provides you with the expert service implementation plan and schedule by phone or WeChat.

The formula is: Service Response Time = the time the service team responds – the time the user initiates demand

1.6 Service Response Timeout

Service Response Timeout means that the response is not made within the Service Response Time of the specified service.

1.7 Service Availability

Service Availability means that the Service Response Time should meet the Service Response Standard during the Validity Period of the Service.

2. Service Availability

2.1 Service Response Standard

Content of the Service	Service Response Time
Penetration Test Service	Respond within 8 hours (10:00 - 12:00, 14:00 - 17:00 during legal working days)The test report shall be submitted within 5 working days after the Service is completed.

If the above Service Response Standard is not met (except the cases in the Disclaimer of Liabilities clause), you may be compensated in accordance with Section 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following clauses:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability fails to meet the standard under this agreement, or the Validity Timeout of the Service or Service Response Timeout occurs, the compensation shall be made on a pro rata basis (the Service Fee referred to

herein shall be the cash you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability	Value of Compensational Voucher
Validity Timeout of the Service	10% of the Service Fee
Service Response Timeout	30% of the Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA. If necessary, Tencent Cloud may require you to provide the following relevant information:

- (1) a detailed description of the incident, including the specific date, time, duration and other details related to the Service Unavailability;
- (2) other information Tencent Cloud reasonably requires you to provide.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 The Service Response Timeout caused by system maintenance after Tencent Cloud's advance notice to you, including but not limited to cutover, repair, upgrade and simulated failure drills.

4.2 Your service application lacks relevant key information, including your primary contact information such as phone number, email address and address.

4.3 The service timeout occurs for the reason that the engineer fails to contact you within the valid time due to your fault after your service request is initiated.

4.4 The Service Response Timeout caused by your failure to follow the service process of Tencent Cloud products.

4.5 You understand that Tencent Cloud cannot guarantee that the Services it provides are flawless (for example, Tencent Cloud security products cannot guarantee the absolute security of your hardware or software), but Tencent Cloud promises to continuously improve service quality and service level. Therefore, you agree that even if there are defects in the service provided by Tencent Cloud, the abovementioned defects are unavoidable due to the technical level of the industry at that time and will not be regarded as a breach of contract by Tencent Cloud. You agree to cooperate with Tencent Cloud to solve the abovementioned defects.

4.6 You understand and agree that, due to the complexity of computer systems and the special nature of the Internet, the risk of system downtime, business interruption and data loss may occur in the course of providing Penetration Test Service, and you clearly know and accept the risk and should be prepared in advance. Tencent Cloud is not responsible for the consequences and losses of system downtime, business interruption and data loss arising from Penetration Test Service.

4.7 The Service is unavailable or fails to meet the standard due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal.

4.8 The Service is unavailable or fails to meet the standard due to your failure to use the products in accordance with the specification required by Tencent Cloud, or your failure to use Tencent Cloud products in accordance with regulations or in violation of the law.

4.9 The Service is unavailable or fails to meet the standard due to your non-payment or delay in payment.

4.10 The Service is unavailable or fails to meet the standard due to a severe malfunction of a network operator.

4.11 The Service is unavailable or fails to meet the standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles).

4.12 The Service is unavailable or fails to meet the standard due to any event of force majeure.

4.13 The Service is unavailable or fails to meet the standard for the reason that a vulnerability fix plan has been provided in the Service, but the vulnerability is not addressed by you or your end user in a timely manner.

4.14 The Service is unavailable or fails to meet the service standard due to your or your end-user's irregularities or misconduct when handling the event.

4.15 If the service request fails, the service is suspended or terminated due to your violation of the [Tencent Cloud Service Agreement](#), the service terms and usage rules of the Service, the terms of Tencent Cloud products, etc.

4.16 Any other circumstances in which Tencent Cloud will be exempted or disclaimed from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

4.17 The Service is unavailable or fail to meet the service standard due to any reason not attributable to Tencent Cloud.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Network Security

Anti-DDoS Service Level Agreement

Last updated : 2024-07-08 10:35:00

To use Tencent Cloud Anti-DDoS Service (the “Service(s)”), you shall read and comply with this Anti-DDoS Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clauses, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability clause, disclaimer clause, and other terms involving your material rights and interests may be highlighted in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Tencent Cloud Anti-DDoS Service

“Tencent Cloud Anti-DDoS Service” refers to the anti-DDoS service provided by Tencent Cloud for the DDoS advanced package instances and the DDoS advanced IP instances you purchase, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 Service Unavailability

“Service Unavailability” refers to packet loss rate higher than 20% or TCP connection success rate lower than 30% caused by Anti-DDoS Service system, which is not applicable to the availability of the entire link (e.g. full bandwidth of the customer's source station, computer room failure of the customer's source station, etc.).

1.3 Service Unavailability Minutes

“Service Unavailability Minutes” refers to the sum of unavailability minutes of the Anti-DDoS Service within a Service Month. The Anti-DDoS Service regards each minute as a sampling point, and the sum of sampling points for which the Anti-DDoS Service is unavailable within a Service Month is the sum of Service Unavailability Minutes.

1.4 Service Month

“**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service Availability will be accounted separately for each Service Month.

2. Service Availability/Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

“Service Availability” = (Total minutes within the Service Month – Service Unavailability Minutes) / Total minutes within the Service Month x 100%.

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.9% (the “**Service Availability Standard**”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

1. Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.
2. If the Service Availability Standard is not met in a Service Month, **the compensation will be calculated separately according to the corresponding Service Month, and the total amount of compensation shall not exceed the corresponding monthly service fee paid by you for the Services for that respective month** (the “**Monthly Service Fee**”, excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.9% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee

Less than 95%

100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, **you may claim for compensation only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Application Materials for Compensation

If you believe that the Services do not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the following information:

- (1) A detailed event description report.
- (2) Details of date, time, duration and other related details of Service Unavailability, cleaning time or proportion of normal traffic.
- (3) If your claim for compensation is based on abnormal proportion of normal traffic, you should provide snatching documents lasting at least one hour that can clearly prove the existence and quantity of abnormal traffic.
- (4) Other information that Tencent Cloud requests from you for reasonable reasons.

4. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability Minutes do not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability or failure to meet the Service Availability Standard due to security threat, fraud or other illegal acts caused by you or your end users to the Services provided by Tencent Cloud.
- 4.2 Unavailability or failure to meet the Service Availability Standard due to the equipment, software or technology of you or any third party (not directly controlled by Tencent Cloud).

- 4.3 Unavailability or failure to meet the Service Availability Standard due to your failure to use the products in accordance with the configuration of Tencent Cloud.
- 4.4 Unavailability or failure to meet the Service Availability Standard due to your breach of any Tencent Cloud product terms.
- 4.5 Unavailability or failure to meet the Service Availability Standard due to your non-payment or arrears.
- 4.6 Unavailability or failure to meet the Service Availability Standard due to severe network operator failure.
- 4.7 Unavailability or failure to meet the Service Availability Standard due to your failure to comply with regulations or illegal use of Tencent Cloud products.
- 4.8 Unavailability or failure to meet the Service Availability Standard due to the problems of various source stations at the back end of the Anti-DDoS Service (such as full bandwidth of the source station, IP exposure of the source station, computer room failure of the source station, link network jitter of the source station, etc.).
- 4.9 Unavailability or failure to meet the Service Availability Standard due to maintenance or upgrade of network, hardware or Services (Tencent Cloud will give you advance notice of the maintenance schedule in accordance with reasonable commercial principles).
- 4.10 Unavailability or failure to meet the Service Availability Standard due to force majeure.
- 4.11 Unavailability or failure to meet the Service Availability Standard due to traffic attack that exceeds the specifications of the Anti-DDoS Service you purchase, resulting in a black hole in IP.
- 4.12 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.13 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. MISCELLANEOUS

- 5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.**
- 5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.
- 5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.

EdgeOne Service Level Agreement

Last updated : 2023-07-10 17:31:52

In order to use the Tencent Cloud EdgeOne Service (the “Service”), you shall read and comply with this Tencent Cloud EdgeOne Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Uptime Metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Cloud EdgeOne

Tencent Cloud EdgeOne Service refers to the acceleration and security services for the content and network services based on the edge computing nodes of Tencent Cloud. The SLA described herein applies to the data and request services of a single product (instance) only.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Region(s)

The Service Region(s) in which the Tencent Cloud EdgeOne Service is available shall be subject to the information on the Tencent Cloud official website.

1.4 Monthly Service Fee

The Monthly Service Fee refers to the accumulated service fee for the services you use within a Service Month.

1.5 Time Unit

The usage statistics of the Service takes 5 minutes as a time unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.6 Service Downtime within Service Month(s) Calculated in Minutes

Any Time Unit of the Service shall be considered as abnormal if the error rate within such Time Unit in the following situations (error rate within one Time Unit = the number of failed requests within such Time Unit / the total number of requests within such Time Unit) is more than 0.1%:

- (1) The business request of a zone proxy fails to reach the business server due to reasons solely attributable to the Tencent Cloud EdgeOne;
- (2) The business server of a zone proxy returns 4xx and 5xx status codes due to reasons solely attributable to the Tencent Cloud EdgeOne;
- (3) The packet loss rate by the Layer 4 proxy is higher than 20% or the success rate of TCP connections is lower than 30% due to reasons solely attributable to the Tencent Cloud EdgeOne.

The Service Availability is only applicable to the Tencent Cloud EdgeOne Service and does not apply to abnormalities caused by related services other than the Service (including, without limitation, full bandwidth or server room failure of the Customer's source station). If two consecutive Time Units are deemed to be abnormal, the 10 minutes is counted as unavailable unit time; and the abnormal time less than two consecutive Time Units is not counted as Service Downtime. The unavailable unit time in each Service Month is added up to get the Service Downtime within Service Month(s) Calculated in Minutes.

1.7 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days of the Service Month(s) × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = ((Total Time of the Service within a Service Month Calculated in Minutes - Service Downtime within a Service Month Calculated in Minutes) / Total Time of the Service within a Service Month Calculated in Minutes) × 100%. The Service Availability will be calculated separately for each security and acceleration zone (instances) involved in the Service you use.

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99.9% ("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability for a single instance of the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability Standard is not met for any Service Month, the amount of compensation will be calculated for each such Service Month independently, and **the aggregate amount shall be no more than the aggregate Monthly Service Fee for the Service Month in which the Service Availability fails to meet the Service Availability Standard** (the Monthly Service Fee referred to herein shall be the cash amount you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.). Standards of Compensation are as follows.

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.0%	10% of the Monthly Service Fee
Less than 99.0% but is or higher than 95.0%	25% of the Monthly Service Fee
Less than 95.0%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- Any service unavailability due to the act of You or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;
- Any service unavailability due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- Any service unavailability due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- Any service unavailability due to your non-payment or delay in payment;
- Any service unavailability due to a severe malfunction of a network operator;
- Any request error due to the malfunction of the Customer's source station;
- Any error due to a ban on or block of a domain name for any non-compliant content of the Customer or otherwise;
- Any change to configuration of an source station or DNS of an accelerated domain by the Customer without prior notice to the Tencent Cloud, resulting in the failure of a Tencent Cloud node server to access the Customer 's source station;
- Any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of the Customer;
- Any upgrade of the operation system by the Customer on its own;
- Any impromptu increase of traffic of the Customer (increasing by 30% or more of the billed bandwidth in the preceding month) without at least three (3) business days prior written notice to Tencent Cloud;
- Any service unavailability due to various source station issues at your business end (e.g., source station bandwidth running full, source station IP exposure, source station server room failure, source station link network jitter, etc.);

- Any system maintenance with prior notice by Tencent Cloud to the Customer, including system cutover, maintenance, upgrade and malfunction simulation test; or any service unavailability due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);
- Any service unavailability due to any event of force majeure;
- Any service unavailability due to any reason not attributable to Tencent Cloud;
- Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the maximum liability of Tencent Cloud for damages shall not exceed the fees you have paid to Tencent Cloud for the Service in the 12 months immediately preceding the date that event giving rise to the liability first occurred (for the avoidance of doubt, the fees refer to the cash that you have actually paid for your use of the Service, excluding vouchers and fees prepaid but not actually consumed).

Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy.

The Service purchased by you shall be used only for your own business. If you operate without any applicable license or provide the Service to a third party by means of resale, sublease or otherwise, you shall be solely responsible for

the liabilities arising therefrom. If Tencent Cloud suffers from any losses as a result thereof, you shall indemnify and hold Tencent Cloud harmless from such losses arising therefrom. (End)

Big Data

Data Analysis

EMR Service Level Agreement

Last updated : 2024-07-30 12:10:21

In order to use the Tencent Cloud Elastic MapReduce ("EMR") service (the "Service"), you should read and observe this Elastic MapReduce Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Elastic MapReduce (EMR): means services provided by Tencent Cloud including Hadoop cluster creation, Hadoop installation and deployment, elastically scalable clusters, computing and storage engines, and monitoring, operation and maintenance support. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Unit Time: For measuring the Service, each 5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.3 Error Rate within Unit Time: means the percentage of the number of failed requests within Unit Time due to any reason attributable to Tencent Cloud out of the total number of valid requests within Unit Time. $\text{Error Rate within Unit Time} = \frac{\text{the number of failed requests within Unit Time}}{\text{the total number of valid requests within Unit Time}}$. Failed requests refer to valid requests with HTTP returned error code of 500 (Internal Error) or 503 (Service Unavailable). Valid requests refer to the calling of any function of the Service via [API](#), excluding any traffic restriction requests due to the triggering of frequency control and any failed requests due to the upgrade, alteration or shutdown of the Service. Any request of Service via API from a user due to hacker attack shall not be deemed as a valid request.

1.4 Service Unavailability: The Service unavailability will be calculated based on the Error Rate within Unit Time, excluding any circumstance as provided for in the release of liabilities provisions below. If you do not make any request within a Unit Time, it will be deemed that the Service is 100% available within such Unit Time.

1.5 Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.6 Monthly Service Fee: Monthly Service Fee will be calculated based on the use of clusters (i.e., elastic MapReduce clusters) of the Service per Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Error Rate within Unit Time = the number of failed requests within Unit Time / the total number of valid requests within Unit Time

Service Availability = $1 - (\text{the sum of the Error Rate within Unit Time within a Service Month} / \text{the total number of Unit Time measurement units within a Service Month}) \times 100\%$

2.2 Standard of Service Availability / Service Metrics

The Service Availability for the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable**

Monthly Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Coupon
$99.9\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	20% of the Monthly Service Fee
$95\% > Av$	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) your account information, including your account ID and APP ID.
- (2) explanation of the grounds for the application, specifying the Service Availability calculated by you and the calculation method, and details of each failed request (including the initiation time of the request, the interface name of the request and the return value).
- (3) any other information reasonably required by Tencent Cloud.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any malfunction attributable to user mode, including without limitation improper configuration parameters, unreasonable use of resources, and business logic bug.
- 4.2 any malfunction due to any device, software or other technology of you or any third party (other than any third party directly controlled by the Service).
- 4.3 any malfunction on user mode due to any bug within the scope of open source community components.
- 4.4 any malfunction attributable to you or any third-party collaborator (such as CVM resource restriction, COS capacity restriction, CAM role, security group, and VPC configuration).
- 4.5 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.6 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

ES Service Level Agreement

Last updated : 2019-05-10 16:23:20

In order to use the Tencent Cloud Elasticsearch service (the "Service"), you should read and observe this Elasticsearch Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Cloud Elasticsearch Service(ES): Elasticsearch service means the Elasticsearch cluster hosting service provided by Tencent Cloud, including Elasticsearch cluster and Kibana service which is compatible with various Elasticsearch standard APIs. You may develop different application services based on Tencent Cloud Elasticsearch service according to your business needs. Tencent Cloud Elasticsearch service provides you with cluster operation, maintenance and management functions, such as cluster monitoring, cluster warning, cluster expansion and configuration modification.

1.2 Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated separately for each Service Month.

1.3 Service Downtime: If all attempted connections within five (5) minutes to designated Elasticsearch cluster fail, such five (5) minutes shall be deemed Service Downtime.

1.4 Total Time of a Service Month Calculated in Minutes: the number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Service Downtime Calculated in Minutes within a Service Month: If the Service is unavailable within five (5) minutes as described in article 1.3 above, such five (5) minutes shall count towards the Service Downtime of the

Service Month; if the Service is available, such five (5) minutes shall count towards Service available time of the Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).**

Service Availability for a Service Month	Value of Compensation Coupon
≥ 99% and < 99.9%	10% of the monthly service fee
≥ 95% and < 99%	25% of the monthly service fee
< 95%	100% of the monthly service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure attributable to grounds beyond reasonable control of Tencent Cloud (e.g., force majeure event, internet access or beyond the scope of the Service product);

4.2 any failure due to your negligence in authorization, loss of password or mal-operation, or due to any of your equipment, third-party software or device;

4.3 any cluster failure due to insufficient physical capacity limit of the storage and computing of your choice to satisfy the de factor demands;

4.4 any possible failure due to noncompliance with the guidelines for using the cluster specified in the Elasticsearch use guidance;

4.5 any failure of data request or other failure due to the potential and undisclosed bug of underlying Elasticsearch software;

4.6 any failure due to use non-compliant with the manner of usage, version compatibility, API and other rules supported by Elasticsearch version;

4.7 any node for testing which is not advisable for use in production (e.g. 1 core 2G node) is beyond the scope of the agreement;

4.8 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;

4.9 any failure by you to make corresponding modification for using the Service after being advised by Tencent Cloud of such modification;

4.10 any possible failure due to the use of informal version (e.g. Alpha version and Beta version) or a version with no more maintenance; or

4.11 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of services, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Elastic MapReduce Lite HBase Service Level Agreement

Last updated : 2024-07-30 16:18:57

To use the Tencent Cloud Elastic MapReduce Lite HBase Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Elastic MapReduce Lite HBase Service Level Agreement (the “Agreement” or the “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plan, disclaimer, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Elastic MapReduce Lite HBase Service provided by Tencent Cloud

“Elastic MapReduce Lite HBase Service” refers to the managed HBase instance services Tencent Cloud provides you, which are compatible with HBase standard API. Tencent Cloud Elastic MapReduce Lite HBase provides you with instance creation, instance scaling, monitoring and alarm functions, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Definitions Related to Services

1.2.1 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.2.2 Service Unavailability

“Service Unavailability” refers to that all attempts to establish a connection to a specified Lite HBase instance fail for a period of one (1) minute.

1.2.3 Total Minutes within the Service Month

“Total Minutes within the Service Month” is counted as the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.2.4 Unavailability Minute within the Service Month

As described in Section 1.2.2, if the Services are unavailable within a certain minute, then that one minute will be counted as **“Unavailability Minute within the Service Month”**. If a connection is successfully established with the designated Lite HBase instance within that one minute, that one minute will still be counted as **“Availability Minute within the Service Month”**.

1.2.5 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fees you pay for the Services in the Service Month, excluding the portion that has been purchased but not consumed. The Monthly Service Fee does not include the fees deducted by vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

“Service Availability” = (1 - Unavailability Minute within the Service Month / Total Minutes within the Service Month) × 100%

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.9% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of

Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and **the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within the Service Month	Compensation Voucher Amount
Less than 99.9% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, **you may claim for compensation only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

4.1 Failures beyond the reasonable control of Tencent Cloud, including any force majeure events, Internet access or failures caused by factors beyond the boundaries of this service product.

4.2 Failures caused by your negligent authorization, loss of password, incorrect operation, your own equipment or third-party software or equipment.

- 4.3 Instance failure caused by the physical capacity limits of storage and computing power selected by you being insufficient to cope with actual usage requirements.
- 4.4 Instance usage anomalies or failures caused by failure to follow Tencent Cloud product usage documentation or usage recommendations.
- 4.5 Failures such as data request failures caused by potential, undisclosed bugs in the underlying HBase software.
- 4.6 Failure to use HBase in accordance with the supported usage, version compatibility, API and other specifications leads to errors.
- 4.7 Failures caused by system maintenance Tencent Cloud notifies you in advance, including cutover, repair, upgrade and simulated failure drills.
- 4.8 Possible errors caused by using unofficial versions (such as Alpha versions, Beta versions) or versions that are no longer maintained.
- 4.9 Unavailability due to risk of data loss on the local disk, and the local disk or local disk data being used as a startup dependency.
- 4.10 The time it takes for the instance to be restarted or forced to restart during operation.
- 4.11 Unavailability due to your application being attacked by hackers.
- 4.12 Unavailability or failure to meet the Service Availability Standard due to reasons not attributed to Tencent Cloud.
- 4.13 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Tencent Cloud TCHouse-C Service Level Agreement

Last updated : 2024-07-30 17:00:05

In order to use the Tencent Cloud Cloud Data Warehouse Service(the “Service”), you shall read and comply with this Tencent Cloud Cloud Data Warehouse Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Cloud Data Warehouse, CDW

Refers to the easy-to-use, flexible, stable, cost-effective and efficient cloud data warehouse hosting services provided by Tencent Cloud, which are mainly applied to business analysis and decision-making, log analysis, user behavior insight, business operations and management and other scenarios, subject to the services actually purchased by you and provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Unavailability

In a certain minute, if all your continuous requests to establish a connection to a specified Cloud Data Warehouse Cluster ("Cluster") fail attributable to Tencent Cloud, the Service is deemed as unavailable ("Service Unavailability") in such minute, except under the circumstances as set forth in Article 4 of this Agreement.

1.4 Service Downtime Calculated in Minutes within Service Month(s)

The sum of unavailable unit time in a Service Month is Service Downtime Calculated in Minutes within such Service Month.

1.5 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

1.6 Monthly Service Fee

Each Cluster calculates the Monthly Service Fee separately based on the actual consumption in a Service Month. If you purchase a Cluster on October 20, even if you pay for services in multiple months in a lump sum, the Monthly Service Fee for October only refers to the fee incurred for using such Cluster from October 20 to October 31.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability is calculated **on a single Cluster basis** as follows:

Service Availability = (Total Number of Minutes within a Service Month - Service Downtime Calculated in Minutes within such Service Month) / Total Number of Minutes within such Service Month × 100%.

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.9%** ("**Service Availability Standard**"), which means that the Service Availability for a single Cluster **shall be no less than 99.9% in each Service Month**.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage

rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail**.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

(1) Account information, including Account ID and APPID.

(2) Reasons for the application, the information of the Cluster in an abnormal status and the specific time period of the Service Unavailability.

(3) Any other information that Tencent Cloud reasonably requests you to provide.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any failure due to your customized code or configuration files, including but not limited to failures due to improper configuration parameters, improper resource usage and business logic bug.

4.2 Any failure due to the device, software or other technology of you or any other third party (except the third parties directly controlled by the Service).

4.3 Any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade, malfunction simulation test and any other planned downtime.

4.4 Any slow response and system hang under ultra-high performance pressure.

4.5 Any Service Unavailability due to the attack on your application program or data information by hackers.

4.6 Any Service Unavailability during the process of the node type change, expansion and reduction of capacity of the Service.

4.7 Any Service Unavailability due to the unavoidable insert operations in the process of expanding the capacity of the Service.

4.8 Any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.9 Any negligence of you or any operation authorized by you.

4.10 Any Service Unavailability due to your configuration of the Cluster as “Non-High-Availability” mode or you configuration of data copy as a single copy.

4.11 Any force majeure event and any Service Unavailability or failure to meet the Service Availability Standard due to reasons not attributable to Tencent Cloud.

4.12 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the

Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

Tencent Cloud TCHouse-D Service Level Agreement

Last updated : 2024-07-18 11:20:45

To use the Tencent Cloud TCHouse-D Service (the "Service(s)"), you shall read and comply with this Tencent Cloud TCHouse-D Service Level Agreement (the "Agreement" or the "SLA") and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plan, disclaimer, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking "Agree" or "Next", or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud TCHouse-D Service

Tencent Cloud TCHouse-D ("**TCHouse-D**") refers to the cloud data warehouse hosting service provided by Tencent Cloud that is easy to use, flexible, stable, and cost-effective. It is mainly used in business analysis and decision-making, log analysis, user behavior insights, enterprise management and other scenarios, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Service Month

"**Service Month**" refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Unavailability

If all your consecutive attempts to establish a connection with the designated cloud data warehouse cluster fail within a minute due to Tencent Cloud, the Services will be deemed "**Service Unavailability**" within that minute, except for

the circumstances specified in the Article 4 disclaimer of this Agreement.

1.4 Monthly Service Unavailable Minutes

"**Unavailability Minutes within a Service Month**" refers to the sum of the unavailable unit time in the Service Month.

1.5 Total Minutes within the Service Month

"**Total Minutes within the Service Month**" is counted as the total number of days for a within the Service Month \times 24 (hours) \times 60 (minutes).

1.6 Monthly Service Fee

The "**Monthly Service Fee**" for each cluster is calculated based on the actual consumption in a Service Month. For example, if you purchase a cluster on October 20, even if you pay for multiple months at once, the Monthly Service Fee for October only refers to the fees incurred from October 20 to October 31 for using the cluster.

2. Service Availability/Service Success Rate

2.1 Service availability calculation method

Service Availability is calculated based on a single cluster as follows: "**Service Availability**" = (Total Minutes within the Service Month - Unavailability Minutes within a Service Month) / Total Minutes within the Service Month \times 100%

2.2 Service Availability Standard

The Service Availability of the Services shall not be less than 99.9% (the "**Service Availability Standard**"), which means that the Service Availability of a single cluster in each service cycle shall be no less than 99.9%.

3.Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective Service Month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service availability for the Service Month (Av)	Compensation Voucher Amount
99.9% > Av ≥ 99.0%	10% of Monthly Service Fee
99.0% > Av ≥ 95.0%	25% of Monthly Service Fee
95.0% > Av	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail**.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Compensation Application Materials

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Tencent Cloud may require you to provide the following materials, which you must provide in cooperation.

- (1) Account information, including account ID and APP ID.
- (2) Explain the reason for your application, list the cluster information of your service abnormality, and the time period when the problem occurred.
- (3) Other information that Tencent Cloud reasonably requires you to provide.

4. Disclaimer

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Failures caused by your customized code or configuration files include but are not limited to: improper configuration parameters, unreasonable resource usage, business logic bugs, etc.
- 4.2 Failures caused by your or a third party's equipment, software or other technology (except third parties directly controlled by the Services).
- 4.3 System maintenance conducted by Tencent Cloud with prior notice, such as cutover, upgrade, simulated failure drills, and other planned downtime.
- 4.4 The response of the Services slows down or the system freezes under the pressure of ultra-high performance.
- 4.5 Unavailability due to hacker attacks on your application or data information.
- 4.6 Unavailability due to changes in node types or capacity expansion or reduction.
- 4.7 Unavailability due to unavoidable write operations during the expansion process.
- 4.8 Unavailability due to loss or leakage of data, passwords, etc. caused by your improper maintenance or improper confidentiality.
- 4.9 Unavailability due to erroneous operation due to your negligence or operation authorized by you.
- 4.10 Unavailability due to your configuring the cluster to "non-high availability" mode or using a single data copy, resulting in service unavailability.
- 4.11 Other force majeure (see Article 7 of the Tencent Cloud Service Agreement) and Unavailability or failure to meet the Service Availability Standard caused by reasons not attributed to Tencent Cloud.
- 4.12 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service.

Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

CDW Service Level Agreement

Last updated : 2022-11-10 15:08:13

In order to use the Tencent Cloud Cloud Data Warehouse Service(the “Service”), you shall read and comply with this Tencent Cloud Cloud Data Warehouse Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Cloud Data Warehouse, CDW

Refers to the easy-to-use, flexible, stable, cost-effective and efficient cloud data warehouse hosting services provided by Tencent Cloud, which are mainly applied to business analysis and decision-making, log analysis, user behavior insight, business operations and management and other scenarios, subject to the services actually purchased by you and provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Unavailability

In a certain minute, if all your continuous requests to establish a connection to a specified Cloud Data Warehouse Cluster (“Cluster”) fail attributable to Tencent Cloud, the Service is deemed as unavailable (“Service Unavailability”) in

such minute, except under the circumstances as set forth in Article 4 of this Agreement.

1.4 Service Downtime Calculated in Minutes within Service Month(s)

The sum of unavailable unit time in a Service Month is Service Downtime Calculated in Minutes within such Service Month.

1.5 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

1.6 Monthly Service Fee

Each Cluster calculates the Monthly Service Fee separately based on the actual consumption in a Service Month. If you purchase a Cluster on October 20, even if you pay for services in multiple months in a lump sum, the Monthly Service Fee for October only refers to the fee incurred for using such Cluster from October 20 to October 31.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability is calculated **on a single Cluster basis** as follows:

Service Availability = (Total Number of Minutes within a Service Month - Service Downtime Calculated in Minutes within such Service Month) / Total Number of Minutes within such Service Month × 100%.

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.9%** ("**Service Availability Standard**"), which means that the Service Availability for a single Cluster **shall be no less than 99.9% in each Service Month**.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud

account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail**.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

(1) Account information, including Account ID and APPID.

(2) Reasons for the application, the information of the Cluster in an abnormal status and the specific time period of the Service Unavailability.

(3) Any other information that Tencent Cloud reasonably requests you to provide.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any failure due to your customized code or configuration files, including but not limited to failures due to improper configuration parameters, improper resource usage and business logic bug.

4.2 Any failure due to the device, software or other technology of you or any other third party (except the third parties directly controlled by the Service).

4.3 Any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade, malfunction simulation test and any other planned downtime.

4.4 Any slow response and system hang under ultra-high performance pressure.

4.5 Any Service Unavailability due to the attack on your application program or data information by hackers.

4.6 Any Service Unavailability during the process of the node type change, expansion and reduction of capacity of the Service.

4.7 Any Service Unavailability due to the unavoidable insert operations in the process of expanding the capacity of the Service.

4.8 Any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.9 Any negligence of you or any operation authorized by you.

4.10 Any Service Unavailability due to your configuration of the Cluster as “Non-High-Availability” mode or you configuration of data copy as a single copy.

4.11 Any force majeure event and any Service Unavailability or failure to meet the Service Availability Standard due to reasons not attributable to Tencent Cloud.

4.12 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

DLC Service Level Agreement

Last updated : 2024-07-30 11:07:38

In order to use the Tencent Cloud Data Lake Compute Service (the “Service”), you shall read and comply with this Tencent Cloud Data Lake Compute Service Level Agreement (this “Agreement”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Data Lake Compute, DLC

Refers to agile and efficient data lake analysis and computation services provided by Tencent Cloud. The users do not need to carry out traditional data hierarchical modeling with the Service, which significantly reduces the preparation time for massive data analysis. Instead, users can use standard SQL to complete the analysis and computation of object storage services (COS) and other cloud data facilities.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Unavailability

If all your requests to establish a connection to the Service fail for five consecutive minutes attributable to Tencent Cloud, the Service is deemed as unavailable (“**Service Unavailability**”) for such five-minute period, except under the circumstances as set forth in Section 4 of this Agreement.

1.4 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

1.5 Service Downtime Calculated in Minutes within Service Month(s)

If Service Unavailability lasts for a certain five-minute period as set forth in Section 1.3, such five minutes will be counted as Service Downtime Calculated in Minutes within such Service Month. If the Service is once running normally within a certain five-minute period, such five minutes will be counted as available minutes with such Service Month.

1.6 Monthly Service Fee

Refers to the accumulated service fees you pay for the Service within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within a Service Month / Total Number of Minutes within such Service Month) × 100%.

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99.5% ("**Service Availability Standard**"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.5% but is or higher than 98%	10% of the Monthly Service Fee
Less than 98% but is or higher than 95%	25% of the Monthly Service Fee

Less than 95%

100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

- (1) Account information, including Account ID and APPID.
- (2) Reasons for the application, the abnormal status information and the specific time period of the Service Unavailability.
- (3) Any other information that Tencent Cloud requests you to provide with reasonable causes.

4. Disclaimer of Liabilities

If the Service is unavailable or fails to meet the Service Availability Standard due to any of the following reasons, the corresponding Service Downtime is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any unavailability beyond the reasonable control of Tencent Cloud, including any force majeure event and failures caused by factors such as Internet access or exceeding the boundaries of the Service (**see the Tencent Cloud Service Agreement**).

4.2 Any user-state unavailability caused by bugs within the scope of open source components.

4.3 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.

4.4 Any unavailability caused by your negligent authorization, loss of password, wrong operation, your own equipment or third-party software or equipment.

4.5 Any unavailability caused by your failure to use the Service according to the usage, version compatibility, API and other specifications supported by the DLC version.

4.6 Any unavailability due to third-party collaborators (e.g., CVM resource limits, EKS resource limits, COS capacity limits, CAM roles, security groups, VPC configuration, etc.).

4.7 Any unavailability caused by your failure to make the appropriate modifications after Tencent Cloud recommends that you modify the use of the Service.

4.8 Any unavailability caused by your choice of the insufficient physical capacity of the storage and computing capacity to cope with actual use demands.

4.9 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

Face Recognition

Face Recognition Service Level Agreement

Last updated : 2024-07-30 17:42:48

In order to use the Tencent Cloud Face Recognition Service (the “Service”), you shall read and comply with this Tencent Cloud Face Recognition Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 **Face Recognition Service provided by Tencent Cloud:** refers to a series of face recognition services provided to you by Tencent Cloud, such as face detection and analysis, facial features locating, face comparison, face search, face verification, personnel catalog management, and static/live face detection.

1.2 **Service Month:** means the calendar month(s) within the term of the Service purchased by you. For example, if you subscribe to the Service on March 17 and stop using the Service on June 16, there will be 4 Service Months, within which the first Service Month is from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16. The Service Availability will be calculated separately for each Service Month.

1.3 **Failed Request:** the Face Recognition Service deems any request with an error code of “Internal Error” as a Failed Request, excluding any of the following requests:

(1) any error request or unavailability of the Service due to reasonable upgrades, modifications, or suspensions initiated by the Face Recognition Service.

(2) any request resulting from a hacker’s attack on the customer’s application.

1.4 **Valid Request:** any request received by the server end of the Face Recognition Service is deemed as a Valid Request, excluding any of the following requests:

(1) any request that is sent without subscription to or authorization of the Service, that fails the authentication, or that

is sent with overdue fees or with incorrect keys.

(2) any request sent by the customer's application suffering attacks by hackers.

1.5 Error Rate Per 5 Minutes = (Count of Failed Requests per 5 minutes / Count of all requests per 5 minutes) * 100%

1.6 Monthly Service Fee: means the total service fee paid by the customer for using the Face Recognition Service within a calendar month. If the customer has paid service fees for multiple months in a lump sum, the Monthly Service Fee will be calculated by dividing the service fees by the number of the months the customer paid for.

2. Service Availability

2.1 Calculation of the Service Success Rate

The Service Availability of the Face Recognition Service is calculated on the basis of Service Months. The average of the Error Rate Per 5 Minutes is calculated by dividing the sum of Error Rate Per 5 Minutes within a Service Month by the total number of 5-minute periods in that Service Month, from which the Service Availability is then derived, i.e.,

Service Availability = (1 – The sum of Error Rate Per 5 Minutes in a Service Month / The total number of 5-minute periods in that Service Month) * 100%.

Note:

The total number of 5-minute periods in a Service Month = 12 * 24 * number of days in that Service Month

2.2 Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than **99.9%**. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the aforementioned standard (other than in any circumstance as provided in the Release of Liabilities provisions).

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than **99.9%**, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 95%	10% of the Monthly Service Fee
Less than 95% but is or higher than 90%	25% of the Monthly Service Fee
Less than 90%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding period of Service unavailability shall not be counted toward Service downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

4.1 ordinary system maintenances and upgrades;

4.2 maintenance or malfunction of any external object on which the Service relies;

4.3 any circumstance where the Service is unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.4 any other circumstance where Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

eKYC Service Level Agreement

Last updated : 2024-08-01 11:21:42

[Copyright Statement]

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[Trademark Statement]

"Tencent Cloud" and all other trademarks related to Tencent Cloud services are owned by Tencent Cloud Computing (Beijing) Co., Ltd. and its affiliates. Trademarks of third-party entities involved in this documentation are legally owned by the right holders thereof.

Service Statement

This documentation is intended to introduce an overview of all or part of Tencent Cloud products and services to customers for the time being. Content of some products and services may be subject to changes. The type and standard of service of Tencent Cloud products and services you purchased shall be stipulated in the commercial agreements between you and Tencent Cloud. Unless otherwise agreed by both parties, Tencent Cloud does not make any express or implicit guarantees or warranties with regard to the content of this documentation.

Face Recognition Service Level Agreement

In order to use the Tencent Cloud Face Recognition Service (hereinafter referred to as the "Service"), you shall read and comply with this Tencent Cloud Face Recognition Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or the Service Success Rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud Face Recognition Service: the Tencent Cloud Face Recognition Service provided by Tencent Cloud is a technical method to identify a user by comparing his/her face in the selfie (or selfie video) with that in the ID

photo. The Service mainly implements AI technologies such as liveness detection and facial recognition.

1.2 Service Period: a Service Period is one calendar month. The Service Availability is calculated on the basis of one Service Period, which is one calendar month. Any period shorter than one calendar month will not be counted as a Service Period and no Service Availability will be calculated for such period.

1.3 Failed Request: the Tencent Cloud Face Recognition Service deems any request with an error code of "InternalError" and any request that fails to reach the server end of the Face Recognition Service due to the malfunction of the Tencent Cloud Face Recognition Service as a Failed Request, excluding any of the following requests:

(1) any request failed by the Face Recognition Service due to requests in excess of the QPS (Query Per Second) of the Face Recognition Service (error code: InternalError) which results from the adoption of inappropriate access modes.

(2) any error request or unavailability of the Service due to reasonable upgrades, modifications, or suspensions initiated by the Face Recognition Service.

(3) any request failed by the Face Recognition Service (error code: InternalError) due to hacker attacks on your application.

1.4 Valid Request: any request received by the server end of the Tencent Cloud Face Recognition Service will be deemed as a Valid Request, **excluding any of the following requests:**

(1) any request that is sent without subscription to or authorization of the Service, that fails the authentication, and that is sent with overdue fees or with incorrect keys.

(2) any request sent by your application suffering attacks by hackers.

Error Rate Per 5 Minutes: Error Rate Per 5 Minutes = (Count of Failed Requests per 5 minutes / Count of all requests per 5 minutes) * 100%

1.5 Monthly Service Fee: The total of service fees you paid for the Face Recognition Service within a calendar month. If you have paid service fees for multiple months in a lump sum, the Monthly Service Fee will be calculated by dividing the service fees by the number of the months you paid for.

2. Service Availability

The [Tencent Cloud eKYC Service](#) promises a Service Availability of **99.9%**. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the Service Availability promised above.

2.1 Calculation of the Service Availability

The Service Availability of the Tencent Cloud Face Recognition Service is calculated on the basis of Service Periods. The average of the Error Rate Per 5 Minutes is calculated by dividing the sum of Error Rate Per 5 Minutes within a Service Period by the total number of 5-minute periods in that Service Period, from which the Service Availability is then derived, i.e., Service Availability = (1 – The sum of Error Rate Per 5 Minutes in a Service Period / The total number of 5-minute periods in that Service Period) * 100%.

Note:

the total number of 5-minute periods in a Service Period = 12*24*number of days in that Service Period.

2.2 The Scope of Release of Liability

If the Service is unavailable due to any of the following circumstances, such unavailability of the Service will be excluded from the scope of compensation:

- (1) ordinary system maintenances and upgrades;
- (2) maintenance or malfunction of any external object on which the Service relies;
- (3) where the Service is unavailable due to reasons attributable to you or any third party, or due to *force majeure*;
- (4) any circumstance where the Service is unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- (5) any other circumstance where Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than 99.9%, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

- (1) Compensations will be made in the form of **voucher (and not cash)** by Tencent Cloud. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.
- (2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Note:

the Service Month in this Agreement means every calendar month within the term of the Service purchased by you. For example, if you purchase the Service for a term of two months starting from March 17, the first Service Month will be from March 17 to March 31, the second will be from April 1 to April 30, and the third will be from May 1 to May 16.

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 95%	10% of the Monthly Service Fee
Less than 95% but is or higher than 90%	25% of the Monthly Service Fee

Less than 90%

100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

3.1 If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

3.2 You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Requirements of Legal Compliance

When you use the Tencent Cloud Face Recognition Service, you shall ensure that the following conditions are met before you submit the subject's information to Tencent Cloud for ID verification:

4.1 The subject's information is obtained with legitimate and valid methods or means.

4.2 You shall include in relevant agreements of services provided by you to the public the following terms or similar terms: "The user authorizes Company XX (i.e., "you" in this Agreement), unless otherwise provided by laws and regulations, to provide the information provided by the user to Company XX and the information generated by using Company XX's services (including the information provided and generated before the signing of this authorization provision), etc., to Company xx and the partners with whom Company XX cooperates or to whom Company XX entrusts (including the necessary service providers of such partners) due to the necessity of services, so as to provide services and recommend products to customers, carry out market surveys and data analysis of the information and so forth. Company XX promises to, and will require its partners (including their necessary service providers) to, keep the abovementioned information strictly confidential and take measures to protect the information security." In addition, you shall keep the authorization agreement signed by you and your users on file on Tencent Cloud for future reference. You shall inform the information subject of the legal implications of such authorization.

4.3 The authorization of the information subject shall cover the identification activities by Tencent Cloud and the legitimate and reasonable scope of use of the subject's information by Tencent Cloud.

4.4 Otherwise, Tencent Cloud has the right to terminate the Service, and you shall be liable for compensating all losses incurred by Tencent arising therefrom.

5. The Reviewability of the Service

In accordance with existing laws and regulations, Tencent Cloud may provide relevant information, including the operation logs of key components, maintenance personnel's operation records, customers' operation records and other information for the needs of cooperating with supervisions, or security investigations and evidence collection of regulatory agencies of the government, provided that procedures are obeyed and formalities are complete.

6. The Accuracy of Measurement of Services

Fees of Tencent Cloud services are expressly displayed both in the customer management center and on the order page. Customers can select specific types of services on their own and purchase such services at the specified prices.

7. Miscellaneous

Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

AI and Machine Learning

AI Infrastructure

Voice Technology

TTS Service Level Agreement

Last updated : 2022-09-23 10:37:38

In order to use the Tencent Cloud Text to Speech Public Cloud Service (the “Service”), you shall read and comply with this Text to Speech Public Cloud Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Text to Speech Public Cloud Service

Refers to the public cloud text to speech interface call service provided by Tencent Cloud. You can use the Service to achieve the conversion from text to speech. The specific content of the Service is subject to the service you use.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service you use. For example, if you start the Service on March 17, there will be four (4) Service Months as of June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 30). The Service Availability will be calculated separately for each Service Month.

1.3 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all your continuous requests to the Service through the API or SDK return with internal errors within that minute. If none of or only a part of your requests to the Service through the API or SDK within a minute return with internal errors, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a Service Month. If you make no requests to the Service in a minute, that minute shall not be counted towards the Unavailable Minutes. The sum of the unavailable minutes of the Service within a Service Month shall be the Unavailable Minutes within a Service Month.

1.4 Internal Error

The Internal Error means the abnormal return of API or SDK due to the malfunction of the Service. The Internal Error can be determined by the error return code of the Service and be identified by the Internal Error return code or 500 return code in the error return code of the Service. Any request return error of API or SDK caused by the problems not attributable to Tencent Cloud, such as a network failure, user request parameter error (for example, an illegal request parameter or an invalid URL) or a format error of an audio input shall not be deemed as an Internal Error.

1.5 Total Number of Minutes within a Service Month

Total Number of Minutes within a Service Month = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 – Unavailable Minutes within a Service Month / Total Number of Minutes within a Service Month) × 100%

2.2 Service Availability Standard

The Service Availability of the Service should not be less than 99.9%. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 (Compensation Plan) of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following terms:

Service Availability in a Service Month	Value of Compensational Voucher
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Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	20% of the Monthly Service Fee
Less than 95%	50% of the Monthly Service Fee

3.1 Standards of Compensation

(1) **Compensations will be made in the form of voucher (not cash) by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules** (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). **Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.**

(2) If the Service Availability in a Service Month fails to meet the service availability standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

3.2 Time Limit for Compensation Application

(1) **If the Service Availability in a Service Month fails to meet the Service Availability standard, you may apply for compensation only through the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month.** Tencent Cloud will verify and ascertain your application upon receipt of such application. **If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this Agreement, and you should at least provide the following information together with your compensation application:

- (1) the AppID and UIN used by the Service;
- (2) the specific time period of the service unavailability, down to the minute.

4. Disclaimer of Liabilities

4.1 If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- (1) any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- (2) any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- (3) any attack on your application interface or data, or any other misconduct;
- (4) any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- (5) any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- (6) any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- (7) any use exceeding the Service capacity limit indicated for the current version of the Service;
- (8) any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- (9) any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Warranties and Covenants

5.1 You undertake that you are the end-user of the Services. If you are an agent procuring the Service for a third party, you shall confirm that you have had the full authority of the end-user to accept and agree to all the terms of this Agreement.

5.2 You undertake that the specific business data identified by the Service (including, without limitation, the voice data submitted by you using the voice replication and the voice customization service, and the contents submitted by you using the text to speech service) have been obtained by you through legal

means and fully authorized by the information owner to use such business data, and undertake that you will not infringe upon the intellectual property rights and other legitimate rights and interests of any third party. Tencent Cloud reminds you to prudently review the legitimacy of the data source and content. You undertake not to use the Service to engage in any acts in violation of laws and regulations or public order and good morals, or to provide assistance for the above acts.

5.3 You undertake that any outputs or results (including, without limitation, AI synthesized audio files) obtained as a result of your use of the Service shall be used for your personal use only and shall be marked as AI-generated works in the course of your use, and shall not be disclosed, provided, forwarded or transmitted to any third party by yourself or through others in any manner or medium.

5.4 If you violate your undertakings, you shall be solely liable for all consequences and liabilities caused thereby and Tencent Cloud shall have the right to take immediate measures, including but not limited to deleting your relevant information and data, suspending or terminating the provision of the Service, restricting or prohibiting your use of some or all functions, freezing or deactivating the account until deregistration, or unilaterally terminating or rescinding this Agreement without any liabilities. If Tencent Cloud suffers any loss or is subject to any penalty as a result thereof, you shall fully indemnify all losses.

6. Miscellaneous

6.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use the Service due to any breach by Tencent Cloud, the total aggregate liability of Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud for damages shall not exceed the total fees you have paid to Tencent Cloud for the Service in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

6.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

6.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy.

ASR Service Level Agreement

Last updated : 2022-09-23 10:35:55

In order to use the Tencent Cloud Speech Recognition Public Cloud Service (the “Service”), you shall read and comply with this Tencent Cloud Speech Recognition Public Cloud Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability or success rate, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Speech Recognition Public Cloud Service

Refers to the public cloud speech recognition interface call service provided by Tencent Cloud, including audio file recognition, one-sentence recognition and real-time speech recognition, etc., subject to the specific services you use. You can use the Service to achieve the conversion from speech to text.

1.2 Service Month(s)

Service Month(s) refers to the full calendar month(s) within the term of the Service you use. For example, if you start the Service on March 17, there will be four (4) Service Months as of June 16 (the first Service Month from March 1 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 30). The Service Availability will be calculated separately for each Service Month.

1.3 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all your continuous requests to the Service through the API or SDK return with internal errors within that minute. If none of or only a part of your requests to the Service through the API or SDK within a minute return with internal errors, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a

Service Month. If you make no requests to the Service in a minute, that minute shall not be counted towards the Unavailable Minutes. The sum of the unavailable minutes of the Service within a Service Month shall be the Unavailable Minutes within a Service Month.

1.4 Internal Error

The Internal Error means the abnormal return of API or SDK due to the malfunction of the Tencent Cloud Speech Recognition Service. The Internal Error can be determined by the error return code of the Service and be identified by the Internal Error return code, negative error return code or 500 return code in the error return code of the Service. Any request return error of API or SDK caused by the users' problems such as a network failure, user request parameter error (for example, an illegal request parameter or an invalid URL) or a format error of an audio input shall not be deemed as an Internal Error.

1.5 Total Number of Minutes within a Service Month

Total Number of Minutes within a Service Month = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of the Service Success Rate

Service Availability = (1 – Unavailable Minutes within a Service Month / Total Number of Minutes within a Service Month) × 100%

2.2 Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud should not be less than **99.9%**. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher (not cash)** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be

issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the service availability standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	20% of the Monthly Service Fee
Less than 95%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) the AppID and UIN used by the Service;
- (2) the specific time period of the service unavailability, down to the minute.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1** any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2** any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3** any attack on your application interface or data, or any other misconduct;
- 4.4** any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5** any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6** any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7** any use exceeding the Service capacity limit indicated for the current version of the Service;
- 4.8** any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.9** any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately;
- 4.10** you understand and agree that the Service provided by Tencent Cloud is provided based on the current technology and conditions. Due to the limitation of current technology and conditions, or changes of relevant information, data, etc. provided by you or other circumstances that are not Tencent Cloud's fault, or beyond Tencent Cloud's control or reasonable foreseeability, Tencent Cloud cannot guarantee that the Services it provides are flawless and that the identification results are completely accurate. In this case, it will not be regarded as a breach of contract by Tencent Cloud, and Tencent Cloud can be exempted from liability, while both parties should work together in good faith to solve the problem;
- 4.11** you shall ensure the legitimacy of the voice source you submit for speech recognition. If your voice audio comes from a third party, you shall ensure that you have obtained the appropriate permission of the third party to use the voice audio, otherwise, you shall be solely responsible for the liabilities arising therefrom.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the total aggregate liability of Tencent Cloud for damages

shall not exceed the total fees you have paid to Tencent Cloud for the Service in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy.

TMT Service Level Agreement

Last updated : 2022-11-01 13:34:28

In order to use the Tencent Cloud Tencent Machine Translation Service (the “Service”), you shall read and comply with this Tencent Cloud Tencent Machine Translation Service Level Agreement (this “Agreement”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

1. Terms and Definitions

1.1 Tencent Machine Translation Service provided by Tencent Cloud (TMT)

Refers to the public cloud translation interface calling services provided by Tencent Cloud, including text translation, voice translation, picture translation, language identification and other types of translation services provided by Tencent Machine Translation products, subject to the services you actually use. You can use the Service to realize text, voice and picture translation.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you activate the Service from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Service Downtime Calculated in Minutes within Service Month(s)

In a certain minute, only if all your constant requests via the Service’s API (at least 100 requests in such minute) fail, such minute will be counted as Service Downtime Calculated in Minutes within the Service Month. If all or some of your requests via the Service’s API in a certain minute succeed, the Service will be deemed available in such minute and such minute will not be counted as Service Downtime Calculated in Minutes within the Service Month. The sum of Service Downtime Calculated in Minutes in a Service Month is Service Downtime Calculated in Minutes within such Service Month.

1.4 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

2. Service Availability / Service Availability Standard

2.1 Calculation of Service Availability

Service Availability = (1- Service Downtime Calculated in Minutes within a Service Month / Total Number of Minutes within such Service Month) × 100%.

2.2 Service Availability Standard

The Service Availability for the Service provided by Tencent Cloud **shall be no less than 99.9% **("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, **and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement, and you should at least provide the following information together with your compensation application:

- (1) the AppID and UIN used by the Service;
- (2) the specific time period of the service unavailability, down to the minute.

4. Disclaimer of Liabilities

If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 Any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility.
- 4.3 Any attack on your application interface or data or any other misconduct.
- 4.4 Any loss or leakage of data, passcode or password due to your improper maintenance or confidentiality.
- 4.5 Any authorization due to your negligence, any maloperation or any of your own equipment, or third-party software or device.
- 4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products.
- 4.7 Any use exceeding the service capability limitation marked in the current paid version.
- 4.8 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.

4.9 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

Tencent Cloud TI Platform Service Level Agreement

Last updated : 2022-03-05 17:15:15

In order to use the TI Platform TIONE (the “Service”), you shall read and comply with this TI Platform TIONE Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and disclaimer of liabilities. Unless otherwise stipulated, this Agreement does not apply to functions of the Service’s closed beta testing. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.2 Total Time of a Service Month Calculated in Minutes

Total Time of a Service Month Calculated in Minutes = The number of days of the Service Month × 24 (hours) × 60 (minutes).

1.3 Service Downtime Calculated in Minutes within a Service Month

Refers to the service downtime that lasts longer than 5 minutes due to the platform anomalies. Intermittent service unavailability of less than 5 minutes cannot be counted towards the Service Downtime of the Service Month.

1.4 Scope of Services Unavailability

Refers to the circumstances where the platform interface is accessible due to the platform anomalies as confirmed by the logs of the TIONE platform.

1.5 Service Area Applicable to the Service

Refers to all area covered by the Service.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the disclaimer of liabilities provisions below.

3. Compensation Plan

3.1 Scope of Compensation

Tencent Cloud TI Platform TIONE provides compensation for affected product features including without limitation the following:

- (1) Data loss or data access anomalies due to the Tencent Cloud TI Platform TIONE services.
- (2) Training task anomalies due to model training components of Tencent Cloud TI Platform TIONE.
- (3) Anomalies of service publishing function and service access function due to online service components of Tencent Cloud TI Platform TIONE.

Note :

The following features are beyond the scope of compensation for Standards of Service Availability of the Service.

- Effect caused open-source software Kubernetes, Docker, operating system kernel, TensorFlow, Pytorch and other open-source portions.
- Effect caused by relevant Tencent Cloud products per se, e.g., failure for online service publishing and access due to CLB interface anomaly, anomaly for the platform to create resources because the quota has

been reached or the resources are sold out.

- Data, tasks and service anomalies due the user's failure to use the platform reasonably in accordance with its operating rules.

3.2 Standards of Compensation

The Service Availability for each TI Service is calculated separately and the compensation amount is calculated according to the criteria in the table below. The compensation shall be limited to vouchers used to purchase the TI products and the total amount of compensation shall not exceed the monthly service fee paid by the user for the TI Service during the month in which the Service Availability is not reached (excluding the offset with vouchers).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.90% but is or higher than 95.00%	10% of the Monthly Service Fee
Less than 95.00%	30% of the Monthly Service Fee

3.3 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;

4.2 Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;

- 4.3 Any attack on your application interface or data, or any other misconduct;
- 4.4 Any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;
- 4.5 Any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud;
- 4.8 Any other circumstances in which Tencent Cloud will be exempted or disclaimed from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

Before using the Tencent Cloud TI Platform TIONE, you should read carefully the relevant service description, technical specification and operation guide, etc. in official documentation of Tencent Cloud, and fully understand the relevant content and potential consequences. You understand and agree that, your use of the Tencent Cloud TI Platform TIONE is based on your sole independent and prudent judgement, and you shall be responsible for your own judgement or actions, including without limitation:

- (1) You should decide on your own the compatibility between the model training, inference and other related services, and the frame mirror and hardware computing power you choose;
- (2) The TI Platform TIONE Service does not guarantee the availability of operating system and kernel defects caused by the community;
- (3) You shall be responsible for your own operations (e.g., resource limitation configuration, container image configuration, code writing and business logic setting);
- (4) If you use other paid Tencent Cloud products while using the Service, you shall pay for such products in accordance with the corresponding pricing arrangement and observe corresponding service terms;
- (5) The Service is only responsible for the availability of its own service module of the machine learning platform, including training tasks, notebook and service publishing, etc. For other Tencent Cloud products such as TKE, CLB, CBS and API Gateway, please refer to relevant service level agreements. You shall be solely responsible for correctness and usability of custom parts (e.g. inference code, training code, training data, model files, etc.).

5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary with notice in light of changes in due course. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the

right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Enterprise Applications

Domain Management

Private DNS Service Level Agreement

Last updated : 2021-09-14 10:31:42

In order to use the Tencent Cloud Private DNS service (the “Service”), you should read and observe this Private DNS Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

Tencent Cloud Private DNS: Private DNS means a private DNS management service based on Tencent Cloud Virtual Private Cloud (VPC) provided by Tencent Cloud.

Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Unavailability means malfunction of the Services due to causes other than system maintenance.

Service Availability = (1 - Service Downtime within the Service period of Private DNS service / total time within the Service period of Private DNS service) × 100%

If we guarantee a Service Availability of 99.99%. Then, for example, the Service available period of Private DNS service is 43,195.68 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.99%). That is, the Service Downtime is 4.32 minutes (= 43,200 minutes – 43,195.68 minutes).

Explanations:

(1) Duration of Malfunction = the time when the malfunction is resolved – the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 11 minutes and 1 second, it will be calculated as 12 minutes.

(2) Only the users who have purchased Private DNS service and have incurred fees are eligible to compensations.

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%. If the Service Availability fails to meet the aforementioned standard (other than circumstances set forth in the Release of Liabilities Section below), you are entitled to the compensation as set forth in Section 3 below.

3. Service Compensation

In respect of this Service, if the Service Availability is lower than the aforementioned standard, compensations will be made as follows:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.99% > Av ≥ 99.00%	10% of the monthly Service fee
99% > Av ≥ 95%	25% of the monthly Service fee
95% > Av	100% of the monthly Service fee

3.2 Time Limit for Compensation Application

1) If the Service Availability in a Service Month fails to meet the aforementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service unavailable time shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance or update with prior notice by Tencent Cloud to users.

4.2 any failure of a user to follow the relevant guidelines in using the Service.

4.3 any malfunction of a user's network or application.

4.4 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.5 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Domains and Websites

SSL Service Level Agreement

Last updated : 2019-07-11 17:58:42

In order to use the Tencent Cloud SSL Certificate service (the "Service"), you should read and observe this SSL Certificate Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime level metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 The SSL Certificate service provided by Tencent Cloud means an SSL certificate with a fixed valid term issued by a digital certificate authority provided to you by Tencent Cloud.

1.2 Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime: If the digital certificate CRL/OCSP service remains unavailable for 5 minutes or more, such duration will be counted into Service Downtime. Any period less than 5 minutes during which such Service is unavailable does not count towards the Service Downtime.

1.4 Definition of "Unavailable": The duration of unavailability of the Service due to TrustAsia (certificates provider), server room issue, product functionality issue or improper operation should be counted toward the Service Downtime.

2. Service Availability

2.1 Calculation of Service Availability/ Service Uptime Level

Service Availability = (1 - Service Downtime within the Service period of SSL certificate CRL/OCSP service / total time within the Service period of SSL certificate CRL/OCSP service) × 100%

If we guarantee a Service Availability of 99.99%. Then, for example, for June, the Service available period of SSL CRL/OCSP service is 43,195.68 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.99%). That is, the Service Downtime is 4.32 minutes (= 43,200 minutes – 43,195.68 minutes).

Explanations:

(1) Duration of Malfunction = the time when the malfunction is resolved – the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 11 minutes and 1 second, it will be calculated as 12 minutes.

(2) Only the users who have purchased an SSL paid certificate and have incurred fees are eligible to compensations.

2.2 Service Availability/ Service Metrics Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.99% > Av ≥ 99.00%	10% of the monthly Service fee
99% > Av ≥ 95%	25% of the monthly Service fee
95% > Av	100% of the monthly Service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified above, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

1. a statement of malfunction of the CRL/OCSP service issued by an SSL certificate provider
2. order information of the SSL certificate

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any system maintenance or update with prior notice by Tencent Cloud to users.
- 4.2 any failure of a user to follow the relevant guidelines in using the Service.
- 4.3 any malfunction of a user's network or application.
- 4.4 any event of force majeure (please refer to the relevant provision in the master contract).
- 4.5 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.6 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Communication

SMS Service Level Agreement

Last updated : 2022-02-10 19:04:35

In order to use the Tencent Cloud messaging service (the "Service"), you should read and observe this Tencent Cloud Messaging Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, level indicators of the Service availability and Service success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud provides messaging service, which includes domestic and international verification code message, industry notification message, member marketing message, voice verification code, voice notification and other functions, and provides you with APIs and gateways for sending message, gateway operation support and other services. For details, please refer to the Service you purchase and the content of the Service provided by Tencent Cloud.

1.2 Apparent Failure: means the failure to submit the messages sent from the APIs or control penal provided by Tencent Cloud to the Valid Number terminal due to reasons attributable to Tencent Cloud.

1.3 Effective Number of Sent Messages: means the total number of the messages sent to Valid Number via the APIs or control penal provided by Tencent Cloud. The messages sent to invalid number shall not be count towards the Effective Number of Sent Messages.

1.4 Valid Number: means the number you submitted that can be used normally, excluding:

(1) numbers identified by telecom operators as being used abnormally, including non-existing numbers, numbers linked to a switched-off device or a device with suspended service;

(2) numbers which cannot receive messages normally due to reasons attributable to user terminal, including without limitation overdue payments, power off, out of coverage area, non-subscription of messaging service, terminal network connection, mobile phone interception and other unstable situations; and

(3) blocked number defined by Tencent Cloud and telecom operators.

1.5. Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated separately for each Service Month.

1.6 Monthly Service Fee: Monthly Service Fee means the aggregate service fee for cloud messages actually consumed by you in one (1) Service Month, excluding paid but unconsumed portion.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{number of Apparent Failures out of Effective Number of Sent Messages within a Service Month} / \text{Effective Number of Sent Messages within a Service Month}) \times 100\%$

2.2 Standards of Service Indicator

The Service Availability of this Service provided by Tencent Cloud will be no less than 95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of messages in a number corresponding to the compensation amount** by Tencent Cloud. The price of a single message is subject to the official rate card price published by Tencent Cloud messaging service. You should follow the rules for using the messaging service (including the valid term; for details, please refer to the rules of the messaging service published on Tencent Cloud's official website). You cannot redeem such number of messages for cash or request to issue an invoice. Such number of messages can only

be used through your Tencent Cloud account. You cannot give such number of messages to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (excluding the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability(Av)	Number of Messages Compensated
95% > Av ≥ 90%	Number of messages corresponding to 10% of the Monthly Service Fee
90% > Av	Number of messages corresponding to 30% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure attributable to the user;

4.2 any loss or leak of data, pin, password, etc. due to improper maintenance or improper confidentiality measures of a user, or faking views using verification code;

4.3 any hacker attack on a user's application;

- 4.4** any failure by a user to abide by documentation or suggestions for using Tencent Cloud messaging service;
- 4.5** any negligence of, or operation authorized by, a user;
- 4.6** any violation of platform rules such as information control, flow control, information security (e.g. sensitive word) control;
- 4.7** any business deemed as harassment business by terminal recipient;
- 4.8** any control by the Ministry of Industry and Information Technology, bureau of communication administration and telecom operators;
- 4.9** any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.;
- 4.10** any soaring business needs without prior notification, millions of messages per day per account for normal messaging service users, hundreds of millions of messages per day per account for gateway messaging service users;
- 4.11** any use of number extension, number with fixed ending digits, three-network-in-one number, fixed number, designated number configuration and other products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.12** any announcement with prior notice by Tencent Cloud due to significant activity or promotion;
- 4.13** any system maintenance with prior notice by Tencent Cloud to the user, including system cutover, maintenance, upgrade and failure simulation test;
- 4.14** any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.15** any force majeure event or accident;
- 4.16** any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;
- 4.17** any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

- 5.1** The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Tencent Push Notification Service Service Level Agreement

Last updated : 2024-07-30 16:12:55

In order to use the Tencent Push Notification Service (Basic Version, not including any trial version)(the "Service"), you should read and observe this Tencent Push Notification Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#) . This Agreement contains, among others, the terms and definitions of the Service, Service availability/Service uptime metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention. Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next" or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Push Notification Service (Basic Version, not including any trial version) Service: refers to the push notification service provided by Tencent Cloud to you through Tencent Cloud Tencent Push Notification Service platform, including without limitations to iOS push, Android push (including third party push channels), REST API push, push statistics and other categories of push services provided by Tencent Cloud. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You can integrate the mobile push functions, manage push notifications, and promptly push notifications or messages to users of your application to interact with the users.

1.2 Service Month(s): Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated separately and independently for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month: If (and only if) all your continuous attempts within one (1) minute to push information by calling Push API or through the management platform fail, it shall be deemed that the Service is unavailable within such one (1) minute. If your attempts within one (1) minute to push information by calling Push API or through the management platform succeed in whole or in part, the Service

shall be deemed available within such one (1) minute. The accumulated Service downtime so calculated in minutes within a Service Month is the Service Downtime Calculated in Minutes for such Service Month.

1.4 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month \times 24 (hours) \times 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime calculated in minutes within a Service Month / total time of the Service within a Service Month calculated in minutes) \times 100%

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%** (“**Service Availability Standard**”). You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as set forth in the disclaimer of liabilities provisions.

3. Service Compensation

In respect of this Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month (Av)	Value of Compensation Voucher
$99.9\% > Av \geq 99.0\%$	10% of the monthly service fee
$99.0\% > Av \geq 98.0\%$	20% of the monthly service fee
$98.0\% > Av$	50% of the monthly service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability Standard, you may apply for compensation **through (and only through) the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for such compensation no later than the sixtieth day following the end of the applicable Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1** any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test and any other scheduled downtime;
- 4.2** any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3** any attack on your application endpoint or data, or any other mal-operation;
- 4.4** any loss or leak of any data, passcode, password due to your improper maintenance or improper confidentiality measures;
- 4.5** any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6** any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.7** any delayed or discarded push resulting from exceeding the Service capacity limit indicated for the current Paid version of the Service;
- 4.8** any Service unavailability or failure of the Service to meet the Service Availability Standard not attributable to Tencent Cloud;
- 4.9** any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document.)

IM Service Level Agreement

Last updated : 2020-06-19 17:07:08

Tencent Cloud Instant Messaging Service Level Agreement

In order to use the Tencent Cloud Instant Messaging (“IM”) service (the “Service”), you should read and observe this Tencent Cloud Instant Messaging Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics**, compensation plan** and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Instant Messaging (IM): means a comprehensive instant messaging solution provided by Tencent Cloud featuring international access, one-to-one chat, group chat, push notification, profile and Web SDK hosting, account authentication, etc., with requisite capacities of APP integration and back-end management interface. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Service Month(s): means the effective term within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be three (3) Service Months (the first Service Month from March 17 to April 16, the second from April 17 to May 16, and the third from May 17 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Monthly Service Fee: means the aggregate service fees actually consumed by you within one (1) Service Month, excluding the portion paid yet to be consumed.

1.4 Apparent Failure: If all continuous attempts of a user to log in or send a message (including one-to-one messages and group chat messages) when using an APP or conducting back-end management through an interface of the Service fail within one (1) minute, it shall be deemed an Apparent Failure of the Service. However, if the log-in attempts succeed or the messages are successfully sent, in full or in part, when a user uses an APP or conducts back-end management through an interface of the Service, it will be deemed that the Service is available within such one (1) minute.

1.5 Apparent Failure Calculated in Minutes: means the accumulated Apparent Failure calculated in minutes within a Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Apparent Failure Calculated in Minutes within a Service period} / \text{total time of a Service period calculated in minutes}) \times 100\%$

2.2 Standard of Service Metrics

The Service Availability of the Service provided by Tencent Cloud will be no less than 99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99\% > Av \geq 95\%$	10% of the Monthly Service Fee
$95\% > Av \geq 90\%$	20% of the Monthly Service Fee
$90\% > Av$	30% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any malfunction on the part of a user.

4.2 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a user.

4.3 any hacker attack on a user's application or data.

4.4 any failure of a user to abide by user guide or suggestions for using IM products.

4.5 any negligence of a user or any operation authorized by a user.

4.6 any use by a user of any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.

4.7 any impromptu increase of the needs to use the audio-visual chatroom functions by a user without prior notification.

4.8 Any use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud.

4.9 any significant event or promotion publicly announced by Tencent Cloud in advance.

4.10 any system maintenance with prior notice by Tencent Cloud to users, including system cutover, maintenance, upgrade and malfunction simulation test.

4.11 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.12 any event of force majeure or accident.

4.13 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.14 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Cloud Contact Center Service Level Agreement

Last updated : 2024-07-30 18:11:24

To use the Cloud Contact Center Service (the “Service(s)”), you shall read and comply with this Cloud Contact Center Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Cloud Contact Center

“Cloud Contact Center” refers to the Cloud Contact Center which provides you with a fast unified communication solution that integrates phone calls, online conversations and audio-visual calls. The Cloud Contact Center SDK supports embedding the communication workbench into your own business system, providing you with a solid, stable, integrated and unified communication base, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service Availability will be accounted separately for each Service Month.

1.3 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for the Services in a Service Month. If you purchase more than one prepaid package at a time, the Monthly Service Fee is based on the actual consumption in the Service Month, excluding the portion that has been purchased but not yet consumed.

1.4 Call Success Rate

Number of “Call Failures”: normal Call Requests that fail to reach the server side of the Cloud Contact Center due to the failure of the Cloud Contact Center.

Total number of “Call Requests”: normal Call Requests sent by you to the server side of the Cloud Contact Center under the Tencent Cloud account.

“Call Success Rate” = (1-number of Call Failures/total number of Call Requests) * 100%.

1.5 Service Unavailability Minute

It is deemed as “Service Unavailability” within a unit time if the Success Rate of the Service is less than 99% within a unit time (one unit time per minute) due to the reason of Tencent Cloud. It is counted as “Service Unavailability Minute” when Service Unavailability lasts for 1 minute or more. Minutes less than 1 minute are not counted as Service Unavailability Minutes.

Description:

Service statistics of Cloud Contact Center take 1 minute as a unit, with 1440 statistics points every day. The time interval represented by 00:00:00 is 00:00:00-00:00:59, and so on.

1.6 Total Minutes within the Service Month

“Total Minutes within the Service Month” = the total number of days within the Service Month × 24 (hours) × 60 (minutes).

1.7 Data Storage Durability

Cloud Contact Center uses Tencent Cloud storage service, and the data storage durability is not less than 99.99999% (the “Data Storage Durability”), which means when user store 10,000,000 files per month, only 1 file per month may be lost during the contract period.

1.8 Data Destructibility

When you request to delete the incoming and outgoing call data and configuration data, Cloud Contact Center will use advanced zeroing to clear the data file to ensure that the deleted data cannot be restored to its original data by software.

1.9 Data Migration

The data migration of Cloud Contact Center mainly supports three data migration methods:

- (1) Export service records, call records and chat histories through the management platform.
- (2) Pull through the [Tencent Cloud API](#), or push service records and call records in real time.
- (3) Rollover the call records to your Tencent Cloud object storage COS bucket via console configuration.

1.10 Data Privacy

Cloud Contact Center adopts transparent data encryption (TDE) and other technologies to ensure that data such as call bills, account numbers and call records between different users cannot be exchanged.

1.11 Right to Know of Data

1.11.1 At present, cloud servers are deployed in Singapore Data Center.

1.11.2 Data centers known to users are in compliance with applicable relevant laws.

1.11.3 All data of users will not be made available to any third party (except for exceptions mentioned in the Service Agreement, such as legitimate order by government regulatory authorities). All data will be stored in the Singapore

Data Center.

1.12 Auditability

According to the existing laws and regulations, Tencent Cloud can provide relevant information about the cloud server, including operation logs of key components, operation records of operation and maintenance personnel, operation records of users and other information, for reasons such as cooperating with the supervision of the government regulatory authorities or security evidence collection investigation, etc., provided that the processes and procedures are complete.

1.13 Service Functions

All functions are provided with detailed function introduction and instruction documents, see [Cloud Contact Center Function List](#).

1.14 Service Resource Deployment Capability

Cloud Contact Center supports customers to flexibly expand the number of seats, and a single expansion or contraction of less than 2,000 seats can be self-deployed.

1.15 Failure Recovery Capability

Tencent Cloud Server has the capability of failure migration, which can automatically migrate the cloud server to the new host server without user participation when the host server fails, ensuring the continuity of customer service. At the same time, Tencent Cloud provides a professional team to assist in maintenance for 7 × 24 hours.

1.16 Accuracy of Service Measurement

The price of Tencent Cloud Service is clearly shown on the user's purchase page and order page, and the user can choose the specific type of Service and purchase at the listed price. The specific price is subject to the price announced on the official website of Tencent Cloud. Tencent Cloud charges according to the specifications and usage duration of the Services selected by users. After payment, the bill can be downloaded through the fee center on the official website of Tencent Cloud to view the bill details.

2. Service Availability

2.1 Calculation of Service Availability

“Service Availability” = (1 - Unavailability Minutes within the Service Month / Total Minutes within the Service Month) × 100%.

For example, if the Call Success Rate of each minute is 98% (less than 99%) in 30 minutes between 10:00 a.m. and 10:30 a.m. on a day in March 2019, the unavailability time is 30 minutes, and the Service Availability in March 2019 = $1 - (30 / (31 \times 24 \times 60)) \times 100\% = 99.93\%$.

2.2 Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.5% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of vouchers issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to [the voucher-related rules published on the website of Tencent Cloud](#)). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	50% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation only through the work order system of your corresponding account after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, both parties agree that Tencent Cloud's backend records shall ultimately prevail.

(2) The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met. If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the

following information:

- (1) A detailed event description report.
- (2) Details of the date, time, duration and other related details of the Service Unavailability, including service records of incoming or outgoing failures.
- (3) Other information that Tencent Cloud requests for reasonable reasons.

4. Third-Party Software or Technology

4.1 This software (the “Software”) may use third-party software or technology (including open-source code and public domain code that may be used by the Software, the same below), and such use has been legally authorized.

4.2 If the Software uses third-party software or technology, Tencent Cloud will, in accordance with relevant laws and regulations or agreements, display relevant agreements or other documents through attachments to this Agreement, packaging in specific folders of the installation package of the Software, or through [open-source software](#) pages, etc. They may be expressed as “Software License Agreement”, “Authorization Agreement”, “Open-Source License”, or other forms. The aforementioned relevant agreements, other documents and web pages displayed in various forms are an indivisible part of this Agreement and have the same legal effect as this Agreement, and you shall comply with these requirements. If you do not comply with these requirements, the third party or the state authority may bring a lawsuit, impose a fine or take other sanctions against you, and require Tencent to provide assistance, and you shall bear the legal responsibility.

4.3 Any dispute arising from the third-party software or technology used in this Software shall be settled by the third party, and Tencent Cloud shall not assume any responsibility. Tencent Cloud does not provide customer service support for third-party software or technology. If you need support, please contact the third party.

5. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud’s compensation, and Tencent Cloud shall not be responsible for you:

- 5.1 Unavailability due to your own network, system, software or equipment.
- 5.2 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 5.3 Unavailability due to hacker attacks to your application or data information.
- 5.4 Unavailability due to your failure to follow the product usage documentation or usage recommendations of the Services, including but not limited to exceeding the maximum frequency, etc.
- 5.5 Unavailability due to your negligence or your authorized operation.
- 5.6 Unavailability due to any illegal information involving pornography, gambling, fraud, etc.

- 5.7 Unavailability due to large business concurrent demand without your prior notice, resulting in concurrent volume of 5.0QPS and above.
- 5.8 Unavailability due to your use of trial products, functions and rights not publicly announced on the official website of Tencent Cloud.
- 5.9 Unavailability due to the control of local relevant authorities.
- 5.10 Failed request due to your passing in an illegal number (e.g. unregistered, billing number not found, number forbidden, malicious call, etc.).
- 5.11 Unavailability that Tencent Cloud notifies you in advance of any major events or promotions.
- 5.12 Unavailability due to system maintenance, including cutover, repair, upgrade and simulated fault drills, after Tencent Cloud notifies you in advance,
- 5.13 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 5.14 Unavailability due to force majeure and accidents.
- 5.15 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 5.16 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.
- 5.17. If you violate the local laws, regulations, you will be solely responsible for any legal liability arising from improper use of the Cloud Contact Center Services.
- 5.18. Unavailability due to your non-compliance with local laws and regulations, causing the phone number to be unavailable.

6. MISCELLANEOUS

- 6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If you use the Services for more than 12 months, Tencent Cloud's total compensation amount shall not exceed the total service fees you paid for the Services in the past 12 months when the damage occurred.
- 6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.
- 6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement

and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.

7. SERVICE CHANGE AND TERMINATION

7.1 If you notify Tencent Cloud in writing not to accept the new service agreement modified by Tencent Cloud, Tencent Cloud has the right to suspend or terminate the Services to you at any time.

7.2 Either party has the right to terminate the Agreement at any time if you cannot continue to use the Services or Tencent Cloud cannot provide the Services due to force majeure.

7.3 If other suspension or termination conditions agreed in this Agreement occur or are fulfilled, Tencent Cloud has the right to suspend or terminate the Services to you at any time.

7.4 After Tencent Cloud terminates the Services to you in accordance with this Agreement due to your violation of the Agreement, Tencent Cloud has the right to directly and unilaterally suspend or terminate the Services if you subsequently register to use the Services directly or indirectly, or in the name of another person.

7.5 If this Agreement or this Services is terminated for any reason, Tencent Cloud will retain all data in your cloud service account or any information such as data stored in the Tencent Cloud server due to your use of the Tencent Cloud Services for 15 days. You shall bear the cloud service fees incurred during the retention period and settle the fees and complete the migration and backup of all data before the retention period expires. After the retention period expires, Tencent Cloud will terminate the Services and the service system will automatically delete all of your data.

7.6 If this Agreement or this Services is terminated for any reason (including but not limited to your arrears), you shall handle the backup of information such as data, settlement of expenses and the relationship with your customers.

8. USER CONSTRAINTS

8.1 The user must use the Cloud Contact Center for lawful purposes and must comply with the laws or relevant regulations of People's Republic of China in the use of the Services;

8.2 The user warrants the legality of the data source used and assumes all responsibilities resulting from improper access;

8.3 The user shall strictly control outgoing calls to ensure that outgoing calls are only used for services such as immediate return and consultation agreed by the called users;

8.4 The user shall not cause any harassment or discomfort to other third parties. Do not make harassing phone calls or provide convenience for harassing phone calls, and the rest time of the called user should be avoided while using the phone for outgoing calls in compliance. Otherwise, the user shall be solely responsible for all consequences.

Enterprise Applications

Tencent Cloud Enterprise Drive Service Level Agreement

Last updated : 2024-03-06 10:19:22

In order to use the Tencent RPC service (the "Service"), you should read and observe this Tencent RPC Service Level Agreement (this "Agreement", or this "SLA") and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and Service success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/"Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 Tencent Cloud provides RPC service which provides you with APIs and gateways for sending request to blockchain. For details, please refer to the Service you purchase and the content of the Service provided by Tencent Cloud.

1.2 Apparent Failure: means the failure to send request from the APIs provided by Tencent Cloud to the block chain due to reasons attributable to Tencent Cloud.

1.3 Effective Number of RPC requests: means the total number of the request sent to block chain via the APIs provided by Tencent Cloud. The free request shall not be counted towards the Effective Number of RPC requests.

1.4. Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the unit package of Service on March 17th, there will be twelve (12) Service Months (from March 17th of this year to the same day of next year). The availability of the Service will be calculated separately for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{number of Apparent Failures out of Effective Number of RPC requests within a Service Month} / \text{Effective Number of RPC requests within a Service Month}) \times 100\%$

2.2 Standards of Service Indicator

The Service Availability of this Service provided by Tencent Cloud will be no less than 99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of unit in a number corresponding to the compensation amount by Tencent Cloud. The price of a single unit is subject to the official rate card price published by Tencent Cloud RPC service. You should follow the rules for using the RPC service. You cannot redeem such number of units for cash or request to issue an invoice. Such number of units can only be used through your Tencent Cloud account. You cannot give such number of units to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (excluding the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability(Av)	Number of Messages Compensated
$95\% > Av \geq 90\%$	Number of units corresponding to 10% of the Monthly Service Fee
$90\% > Av$	Number of units corresponding to 30% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the above mentioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any

other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any failure attributable to the user;
- 4.2 any loss or leak of data, pin, password, etc. due to improper maintenance or improper confidentiality measures of a user ;
- 4.3 any hacker attack on a user's application;
- 4.4 any negligence of, or operation authorized by, a user;
- 4.5 any violation of platform rules such as flow control
- 4.6 any announcement with prior notice by Tencent Cloud due to significant activity or promotion;
- 4.7 any system maintenance with prior notice by Tencent Cloud to the user, including system cutover, maintenance, upgrade and failure simulation test;
- 4.8 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.9 any force majeure event or accident;
- 4.10 any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;
- 4.11 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent CloudService Agreement. In case of any conflict or discrepancy between thisAgreement and the Tencent Cloud Service Agreement, this Agreement prevails tothe extent of such conflict or discrepancy. (End of Document)

Office Collaboration

Tencent Cloud Enterprise Drive Service Level Agreement

Last updated : 2024-01-11 14:58:54

To use the Tencent Cloud Enterprise Drive Service (the “Service(s)”), you shall read and comply with this Enterprise Drive Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability, compensation plans, disclaimers, and other relevant contents, please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability clause, disclaimer clause, and other terms involving your material rights and interests may be highlighted in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree”、 “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Tencent Cloud Enterprise Drive

“Tencent Cloud Enterprise Drive” is a one-stop cloud content management platform that helps enterprises, universities, governments, and other types of enterprise-level customers to improve their data management efficiency, enjoy a smarter collaborative office experience, and tap the business value of their data to a greater extent.

1.2 Service Month

Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Total Minutes within the Service Month

“Total Minutes within the Service Month” = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Unavailability Minutes within the Service Month

Within a certain minute, if all consecutive attempts to establish a connection with the Services fail, it will be considered that the Services are unavailable within that minute. If the consecutive attempt fails for less than 1 minute, it will not be counted as unavailable time. The sum of the unavailability minutes of the Services within the Service Month is the “Unavailability Minutes within the Service Month”.

1.5 Monthly Service Fee

“Monthly Service Fee” means the fees incurred for the actual use of the Services under a particular Tencent Cloud account of the user in a Service Month, excluding the unused portion.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

Service Availability is calculated on a monthly basis as follows: $\text{Service Availability} = ((\text{Total Minutes within the Service Month} - \text{Unavailability Minutes within the Service Month}) / \text{Total Minutes within the Service Month}) \times 100\%$.

2.2 Service Availability Standard

The Service Availability shall not be less than 99.9% (the “Service Availability Standard”). If the Service Availability is lower than the Service Availability Standard (excluding cases covered by disclaimers), you shall be entitled to compensation through a work order claim to Tencent Cloud in accordance with Article 3 of this Agreement.

3. COMPENSATION

3.1 Compensation Method

(1) Compensation will be provided in the form of **voucher** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers can not be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for that respective month** (excludes non-cash fees offset by vouchers, service fee deductions, etc.).

3.2 Compensation Standard

Service Availability in a Service Month (the “AV”)	Compensation Voucher Amount
99.9% > AV ≥ 99.0%	10% of the Monthly Service Fee

99.0% > AV \geq 95.0%	20% of the Monthly Service Fee
95.0% > AV	50% of the Monthly Service Fee

3.3 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the following month after the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, both parties agree that Tencent Cloud's backend records shall ultimately prevail.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding service unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.2 Unavailability due to network, device failure or configuration adjustments other than Tencent Cloud devices.
- 4.3 Unavailability due to attacks or other misconduct on your application interfaces or data.
- 4.4 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 4.5 Unavailability due to your negligent authorization, incorrect operation, your own equipment or third party software or equipment.
- 4.6 Unavailability due to your failure to follow the Tencent Cloud solution usage documentation or usage recommendations.
- 4.7 Push delays or drops caused by using more than the upper limit of the service capacity calibrated for the current paid version.
- 4.8 Unavailability due to force majeure, including but not limited to, natural disasters such as earthquakes, floods, plague epidemics, etc. and social events such as wars, unrest, governmental actions, interruption of

telecommunication backbone lines, hacking, network blocking, technical adjustments by telecommunication departments and governmental controls.

4.9 Suspension or termination of servers due to the customer's violation of the [Tencent Cloud Service Agreement](#) , including but not limited to suspension of the Services or deletion of data due to non-payment of fees.

4.10 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.11 The circumstances described in relevant laws and regulations, related agreements, applicable rules or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. MISCELLANEOUS

5.1 Both parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as a subsidiary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, the Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Industry Applications

Game Services

GME Service Level Agreement

Last updated : 2019-11-05 16:40:16

In order to use the Game Multimedia Engine (GME) service (the “Service”), you should read and observe this Game Multimedia Engine (GME) Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

Game Multimedia Engine (GME) Service provided by Tencent Cloud means the voice platform service provided by Tencent Cloud to you (“**Client**”), including without limitation real-time voice chat, voice messaging, audio-text conversion, audio filtering and other categories of audio services provided by Tencent Cloud Game Multimedia Engine. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may achieve various voice features in an application through integrating SDKs provided by the Service.

Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

Service Unavailable: For each one minute, if the number of users which are not able to use voice functions in the application within which you uses GME to achieve various voice functions exceeds 5% of the number of total users, the Service within such one minute shall be deemed unavailable.

Service Downtime: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for GME service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

2. Service Availability/ Service Success Rate

2.1. Calculation of Service Availability

Service Availability = (1 - Service Downtime calculated in minutes within a Service Month / total time of a Service Month calculated in minutes) × 100%

2.2. Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

If it takes less than 5 minutes for the Service to recover from malfunction, such period shall not be counted into Service Downtime. Service Downtime means the time period starting from the malfunction to the recovery back to normal use, which shall include the time period for maintenance.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the aforementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1. Standards of Compensation

3.1.1. Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

3.1.2. If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
$\geq 99\%$ and $< 99.95\%$	10% of the monthly service fee
$\geq 95\%$ and $< 99\%$	25% of the monthly service fee
$\geq 90\%$ and $< 95\%$	30% of the monthly service fee
$< 90\%$	50% of the monthly service fee

3.2 Time Limit for Compensation Application

3.2.1. If the Service Availability for a Service Month fails to meet the aforementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

3.2.2. You should apply for such compensation no later than sixty (60) calendar days following the expiration of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1. any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.2. any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3. any attack on your application interface or data, or any other misconduct;
- 4.4. any loss or leak of any data or key due to your improper maintenance or improper confidentiality measures;
- 4.5. any negligence in authorization or maloperation by you, or any of your equipment, or third-party software or device;

- 4.6. any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7. any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.8. any failure due to use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.9. any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud;
- 4.10. any failure due to a ban on or block of application or Service caused by non-compliant voice content or otherwise;
- 4.11. any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Information Storage

5.1. In the GME voice messaging and audio-text conversion service, the audio data uploaded by you through the SDK interface will be temporarily stored for 90 day before being completely deleted by Tencent Cloud. If you need a longer storage time, you shall transfer the storage of the audio data on your own.

6. Miscellaneous

- 6.1. The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
- 6.2. Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 6.3. As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

GSE Service Level Agreement

Last updated : 2021-04-20 15:20:22

In order to use the Tencent Cloud Game Server Elastic-scaling (GSE) (hereinafter referred to as the “Service”), you shall read and comply with this Tencent Cloud Game Server Elastic-scaling (GSE) Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or the Service Success Rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 The Game Server Elastic-scaling (GSE) provided by Tencent Cloud

Refers to the services provided by the Tencent Cloud Game Server Elastic-scaling (GSE) to you (also referred to as the “customer”), which includes, among others, the management of servers and the management and allocation of game servers.

1.2 Service Month(s)

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all of your continual use of the SDK API of the Service fails within that minute. If all or a part of your use of the SDK API of the Service within a minute succeeds, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a Service Month. The Unavailable Minutes within a Service Month are the total number of minutes in which the Service is unavailable within a Service Month.

1.4 Total Minutes of Service within a Service Month

Calculated by the number of dates in a Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of the Service Success Rate

Service Availability = (1 – Unavailable Minutes within a Service Month / Total Minutes of Service within a Service Month) × 100%

2.2 Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%**. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided in the Release of Liabilities provisions.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee

Less than 95%

100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the abovementioned Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding period of Service unavailability shall not be counted toward Service downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any delay or drop of push messages resulted from the use in a manner exceeding the maximum service capacity as specified by the current version for sale;
- 4.8 any circumstance where the Service was unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.9 any other circumstance where Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Medical Services

Tencent HealthCare Omics Platform Service

Terms Of Use

Last updated : 2024-07-26 14:58:38

Thank you for using Tencent HealthCare Omics Platform Service!

To use the Tencent HealthCare Omics Platform Service (the “Service(s)”), you shall read and comply with these Tencent HealthCare Omics Platform Service Terms of Use (these “Terms”), the Tencent Cloud Terms of Service and other terms and conditions and policies as may be stated to be applicable.

Please ensure that you read and fully understand these Terms, especially the clauses that exempt or limit liability.

Unless you have read and accepted these Terms and all other applicable terms and conditions and policies, you do not have the right to use the Services.

By using the Services, you are deemed to have read and agreed to be bound by this Terms, and all other terms and conditions and policies referenced herein. If you violate any of these Terms, we have the right to unilaterally restrict, suspend or terminate the provision of the Services to you at any time and to pursue any remedies against you, in accordance with our legal rights.

Any reference to “**Tencent**”, “**we**”, “**our**” or “**us**” in these Terms is a reference to the applicable Tencent contracting entity as stated in the Tencent Cloud Terms of Service, or in any other written agreement entered into between you and us in respect of the use of the Services.

1.Scope of this Agreement

1.1 Use of Tencent HealthCare Omics Platform

You may only use the Tencent HealthCare Omics Platform and related services in accordance with these terms and conditions.

1.2 Relationship and Conflict

These Terms shall be read with and shall incorporate the terms and conditions of the [Tencent Cloud Terms of Service](#) (the “**Tencent Cloud Terms of Service**”) as may be updated from time to time, and which shall likewise apply to the provision and use of the Services. In the event of a conflict between the terms of the Tencent Cloud Terms of Service and these Terms, these Terms shall apply to the extent of the conflict. The use of the Services shall also be subject to any additional policies, terms and directions that we may publish from time to time.

2.Services

2.1 The Services hereunder is a platform tool for task and resource scheduling and management mainly targeted for the life sciences industry.

2.2 In order to use the Services, you will need to complete the service activation process via your Tencent Cloud account(s) (the “**Account**”). Please note that the use of the Tencent Cloud Account is likewise subject to the terms and conditions of the Tencent Cloud Terms of Service.

2.3 The Services is intended for your internal use only. You shall not use the Services for any commercial purposes, resale or further distribution without our prior written consent.

2.4 You acknowledge and agree that the Services are not intended to be used for diagnosis, prevention, monitoring, treatment or alleviation of diseases, injuries and other medical and diagnostic related purposes, or any other purposes that require additional approvals, licenses or consent in the medical, healthcare or life sciences industry.

2.5 You are responsible for the use of the Services and the activity under your Account, and to ensure that such use and activities comply with all applicable laws and regulations, including but not limited to any industry-specific laws, regulations, codes, directions, guidelines and policies, such as, but not limited to those in the healthcare, medical and life sciences industry.

In addition, you shall ensure that your use of the Services do not:

reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of the Services;
sell, distribute or provide the Services to others separately or provide any content of the Services to others in the form of an application interface or create a service that is identical or similar to the Services based on the Services;
use, rent, lend, copy, modify, link, reprint, compile, publish, or create a mirror site for the content to which we own the intellectual property rights to other than as provided for in these Terms;
copy, modify, add, delete, mount or create any derivative works of the data released to any terminal memory during the operation of the Services or the software involved in the Services, the interactive data between the client and the server during the operation, and the system data necessary for the operation, including but not limited to the use of plug-ins, external tools or third-party tools/services not authorized us to access the software and related systems;
retrieve or index any content of the Services through any means or tools (such as web search/retrieval programs, crawlers, etc.), or collect user-related information without the authorization of the user or other right holders;
add, delete, or change the functions or operating results of the Services by modifying or forging instructions or data used in the operation of the Services, or operate or disseminate to the public the software or methods used for the above purposes, regardless of whether such actions are for commercial purposes;
log into or use the Services through any third-party software, plug-ins, external plugins, or systems not developed or authorized by Party B, or create, publish, or disseminate the aforementioned tools, or use the Services in an abnormal or malicious manner; and/or
interfere with the Services and its components, modules, or data by yourself or authorize others or third-party software to do so.

2.6 You are responsible for obtaining all registration, license or approval (if necessary) required under applicable laws and regulations for the conduct of your business and your business activities using the Services.

3.Customer Data

3.1 “Customer Data” refers to data hosted on the Tencent Cloud Services (such as, Tencent Cloud Object Storage COS), and processed in any way using the Services, and other application processes, computing scheduling records, task analysis logs and other data involved or generated in the course of using the Services.

3.2 You shall be responsible for backing up Customer Data. The Services do not provide any data backup function. We are not responsible for any losses caused by your failure to back up data, and any data loss.

3.3 You shall ensure that the data processed using the Services and uploaded by you or under your Account does not violate any applicable laws and regulations, medical and life sciences ethics and guidelines, social public order and good customs.

3.4 You may be able to modify, or otherwise process the data (application processes, computing scheduling records, task analysis logs, etc.) involved or generated during the operation of the Services, using the functions made available to you within the Services. Please exercise caution in the use of these functions in respect of your data, and back up your data appropriately according to your needs.

4.Indemnification

You will defend, indemnify and hold harmless us, our affiliates and each of our respective agents, licensors, employees, officers and directors from and against any third-party claim, allegation, suit or proceeding (the “**Claims**”) to the extent they arise out of or in relation to:

(a) your use of the Services, the activity under your Account in relation to the Services and/or your Customer Data, including without limitation, their alleged infringement or misappropriation of the Intellectual Property Rights of any third party and their alleged violation of any applicable laws and regulations; and

(b) your breach of these Terms.

5.Miscellaneous

We may update or modify these Terms from time to time, as we deem necessary, which shall be published herein.

Your continued use of the Services shall constitute your acceptance to the updates and modifications. If you disagree to the updates or modifications, please cease to use the Services.

Education Services

TIW Service Level Agreement

Last updated : 2024-08-06 11:03:11

In order to use the Tencent Interactive Whiteboard Service (the “Service” or “TIW”), you shall read and comply with this Tencent Interactive Whiteboard Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Interactive Whiteboard, TIW

Tencent Interactive Whiteboard Services provided by Tencent Cloud refers to interactive doodling, real-time synchronization of tracks, document sharing, media sharing, document transcoding, real-time synchronized recording of whiteboard, audio and video, playback, terminal SDK access, backend interface and other functions. The specific content of the Service is subject to the services actually purchased by you and provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Monthly Service Fee

The Monthly Service Fee refers to the aggregate service fees actually consumed by you for the Service within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will be subject to the actual consumption during the then current Service Month, and the portion yet to be consumed will be excluded.

1.4 Whiteboard Entry Success Rate

Once you make a request for entering a whiteboard room, it will be counted as one request (“**Whiteboard Entry Request**”). Once you enter such whiteboard room successfully, it will be deemed that such whiteboard entry is successful (“**Successful Whiteboard Entry**”).

Whiteboard Entry Success Rate = (number of Successful Whiteboard Entries / total number of Whiteboard Entry Requests) × 100%

1.5 Service Downtime Calculated in Minutes

If the Whiteboard Entry Success Rate is lower than 99% within one unit time (each 5 minutes as one calculation time unit) due to any reason attributable to Tencent Cloud, it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for five (5) minutes or more, such time shall be counted into the service downtime, while any such situation that lasts less than five (5) minutes will not be counted into the service downtime.

Note :

5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.6 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in such Service Month(s) × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within a Service Month / Total Number of Minutes within such Service Month) × 100%

For example, assuming that the Whiteboard Entry Success Rate from 10:00 a.m. to 10:30 a.m. on a certain day in March 2019 is 98% (i.e., the Whiteboard Entry Success Rate is lower than 99% and the situation lasts for more than five (5) minutes), the Service Downtime Calculated in Minutes would be 30 minutes, and the Service Availability of March 2019 is 99.93% (i.e., $1 - (30 / 31 \times 24 \times 60) \times 100\%$).

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%** (“**Service Availability Standard**”). You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the Disclaimer of Liabilities provisions below.

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations for the Services will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, **the amount of compensation shall be calculated for such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.5%	10% of the Monthly Service Fee of such Service Month
Less than 99.5% but is or higher than 99%	20% of the Monthly Service Fee of such Service Month
Less than 99%	50% of the Monthly Service Fee of such Service Month

3.2 Time Limit for Compensation Application

(1) **If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may apply for compensation only through the Tencent Cloud ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month.** Tencent Cloud will verify and ascertain your application upon receipt of such application. **If there is any dispute over the calculation of the**

Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4.Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any failure attributable to Customer.

4.2 Any negligence of Customer or any operation authorized by Customer.

4.3 Any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of Customer.

4.4 Any hacker attack on Customer's website, application or data.

4.5 Any failure of Customer to observe the documentation or guideline for using the TIW.

4.6 Any impromptu increase of traffic of Customer (the number of users in a single room exceeds 5,000 or the number of new concurrent users exceeds 30,000) without five (5) business days prior written notice to Tencent Cloud (through the Tencent Cloud ticket system or contacting business managers).

4.7 Any use of products, functions and access for trial operation which are not launched on the official website of Tencent Cloud.

4.8 Any use by Customer in connection with any illegal content, including but without limitation to pornography, gambling, illegal drugs, fraud, etc.

4.9 Any significant event or promotion publicly announced by Tencent Cloud in advance.

4.10 Any system maintenance with prior notice by Tencent Cloud to Customer, including system cutover, maintenance, upgrade and failure simulation test.

4.11 Any failure or configuration adjustment of network or equipment that is not owned or controlled by Tencent Cloud.

4.12 Any force majeure event or accident.

4.13 Any Service unavailability or failure of the Service to meet the Service Availability standard not attributable to Tencent Cloud.

4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to applicable laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

weiling Service Level Agreement

Last updated : 2022-03-05 18:56:52

To use the Tencent Cloud Weiling service (hereinafter referred to as the "Service"), you must read and comply with the Service Level Agreement for Tencent Cloud Weiling (hereinafter referred to as this "Agreement" or "SLA") and the Tencent Cloud Service Agreement. This Agreement contains the terms associated with the Service and their definitions, metrics for service availability and service success rate level, compensation, and disclaimer. Please be sure to carefully read and fully understand the provisions hereof. The limitation of liability and disclaimer clauses or other clauses which relate to your major rights and interests may be highlighted in bold or underlined for emphasis.

Unless you have fully read and completely understand and accept all of the provisions hereof, do not purchase the Service. By clicking "Agree" or "Next", purchasing or using the Service, or accepting this Agreement otherwise expressly or implicitly, you acknowledge that you have read this Agreement and agree to be bound by it, and this Agreement will enter into force between you and Tencent Cloud (each a "Party" and collectively the "Parties") and become a legal instrument that is binding upon the Parties.

1. Terms and Definitions

1.1 Tencent Cloud Weiling: Tencent Cloud Weiling provided by Tencent Cloud is an IoT building operating system well adapted to smart building scenarios. It provides connection, management, and digital operations services for various resources in buildings, such as hardware devices, applications, and services.

1.2 Service cycle: a service cycle is a natural month. The service availability is determined on a service cycle basis. The service cycle is calculated monthly, and any period of less than one natural month will not be counted as a service cycle, nor the service availability will be determined for that period.

1.3 Failed request: Tencent Cloud Weiling regards requests that return an error code of "internal error" and normal user requests that fail to arrive at its server due to any failure in it as failed requests. However, failed requests shall not include the following types of request: (1) requests that are made failed by Tencent Cloud Weiling due to excess of its QPS (queries per second) caused by the use of inappropriate access modes; (2) failed requests or service unavailability caused by reasonable upgrades, changes, or shutdowns initiated by Tencent Cloud Weiling; (3) requests made failed by Tencent Cloud Weiling due to hacker attacks against your applications; and (4) requests not successfully sent to your devices by Tencent Cloud Weiling or not successfully reported to it by your devices due to ISP network failures.

1.4 Valid requests: all requests received by the Tencent Cloud Weiling server are regarded as valid requests, **excluding the following types of request:** (1) requests that are initiated to the service before it is activated and authorized, fail to be authenticated, or are initiated with an incorrect key; (2) requests initiated by your applications after they are attacked by hackers; (3) requests to platform server APIs that are throttled due to excessive call

frequency or return an error due to network disconnections; (4) requests that are throttled due to excessive device reporting frequency (the limit is 1 QPS per device); (5) requests sent to your devices by the platform that are throttled (the limit is 1 QPS per device); and (6) requests that are discarded due to noncompliance with the data format requirements of Tencent Cloud Weiling.

5-minute error rate: (number of failed requests per 5 minutes/total number of requests per 5 minutes) * 100%

1.5 Monthly service fees: it refers to the total service fees paid for Tencent Cloud Weiling by you in a natural month. If you pay service fees for multiple months at a time, the monthly service fees will be calculated by apportioning the total service fees among the number of months purchased.

2. Service Availability

Tencent Cloud Weiling guarantees a 99% service availability. If such guarantee is not honored, you may get compensation as specified in Article 3 of this Agreement.

2.1 Calculation method for service availability

The service availability of Tencent Cloud Weiling is determined on a service cycle basis. It is calculated from the average 5-minute error rate, which is calculated by dividing the sum of 5-minute error rates in a service cycle by the total number of 5-minute periods in the service cycle, i.e., service availability = (1 - sum of 5-minute error rates in a service cycle/total number of 5-minute periods in the service cycle) * 100%.

Note :

Total number of 5-minute periods in a service cycle = 12 * 24 * number of days in the service cycle.

2.2 Exclusions from compensation

Any service unavailability caused by the following shall not be entitled to compensation:

- (1) Any system maintenance performed by Tencent Cloud with prior notice to you, including cutover, repair, upgrade, and failure emergency response drill;
- (2) The maintenance of or failure in any external objects that the Service depends on;
- (3) Any causes attributable to you or a third party or force majeure;
- (4) Any failures in your own networks, systems, software, or devices;
- (5) Any loss or leakage of your data or passwords due to any breaches of security by you;
- (6) Hacking of your devices or applications;
- (7) Any failure to follow the user guide or usage recommendations for Tencent Cloud Weiling by you;
- (8) Your negligence or any operations authorized by you;
- (9) Any controls implemented by regulatory authorities such as the MIIT and communications administration bureaus

or ISPs;

(10) Any failures or configuration adjustments in any networks or devices other than Tencent Cloud networks and devices;

(11) Force majeure or accidents;

(12) The unavailability of the Service or the failure of the Service to reach the specified standard caused by any other reasons not attributable to Tencent Cloud.

(13) Any circumstances in which Tencent Cloud shall not be liable under applicable laws, regulations, agreements, or rules, or applicable terms of service, rules, or instructions that are issued by Tencent Cloud separately.

3. Compensation

If the service availability of the Service is lower than 99%, you may get compensation as specified below:

3.1 Compensation standard

(1) Tencent Cloud will compensate you by **issuing vouchers (non-cash)**, which may only be used by you for purchasing the Service rather than other Tencent Cloud services and may not be transferred or gifted to any third parties.

(2) If the Service fails to reach the service availability standard in a certain service month, you will be compensated as calculated for such service month, **and the aggregate liability of Tencent Cloud to you shall not exceed the service fees paid by you for the Service for such service month** (the monthly service fees herein shall not include non-cash deductions made to the service fees through vouchers or coupons).

Note :

For the purposes of this Agreement, a service month shall refer to each natural month included in the term for which you purchase the Service. For example, if you purchase the Service for two months, and the Service is activated on March 17, then the 1st service month will refer to the period from March 17 to March 31, the 2nd from April 1 to April 30, and the 3rd from May 1 to May 16.

Service Availability for Service Month	Amount of Voucher Issued as Compensation
Lower than 99% but equal to or higher than 95%	10% of the monthly service fees.
Lower than 95% but equal to or higher than 90%	25% of the monthly service fees
Below 90%	100% of the monthly service fees

3.2 Time limit for submitting a compensation claim

3.2.1. If the Service fails to reach the service availability standard in a certain service month, you may submit a claim for compensation **only by contacting your Tencent Cloud rep by email** after the fifth (5) business day of the month following such service month. Tencent Cloud will review your claim for compensation. In case of any dispute over the calculation of the service availability for a certain service month, **the Parties agree that the records on the backend of Tencent Cloud shall apply.**

3.2.2. **You shall submit any claim for compensation no later than sixty (60) natural days after the end of the service month in which the Service fails to reach the service availability standard.** If you fail to submit a claim for compensation within such period, or if you submit a claim for compensation after such period, or if you submit a claim for compensation not pursuant to this Agreement, you will be deemed to have waived your claim for compensation and your other claims against Tencent Cloud, and Tencent Cloud shall have the right not to accept your claim for compensation or compensate you.

4. Legality Requirements

If you use Tencent Cloud Weiling, before you submit the information of the entity that needs to be verified by Tencent Cloud, you must warrant the following:

4.1 Such information has been legally obtained;

4.2 You shall have included the following or similar provision in the relevant service agreement provided to the public: "The User authorizes XX (i.e. "you" in this Agreement) to offer the information provided to XX by the User and the information generated from the use of the services provided by XX (including the information provided or generated before the signing of this authorization provision) to XX and its partners which are necessary for the provision of its services (including the service providers necessary for its partners) in order to provide services, recommend products, and conduct market research and information and data analysis for users. XX undertakes to maintain and request its partners (including their necessary service providers) to maintain strict confidence of such information and take measures to protect the information security.", have submitted the authorization agreement entered into by and between you and users to Tencent Cloud for the record, and have informed the entity of the legal consequences of such authorization.

4.3 The entity's authorization can meet Tencent Cloud's needs for identification and legal and reasonable use of its information.

4.4 Otherwise, Tencent Cloud may terminate the Service, and you shall compensate Tencent Cloud for all the losses thus incurred.

5. Service Auditability

Tencent Cloud may provide relevant information, including the execution logs of key components and the operation records of OPS personnel and customers, as necessary to assist regulatory authorities with regulation, evidence collection, or investigation under the existing system of laws and regulations and after completing all the necessary formalities.

6. Service Measurement Accuracy

The fees for Tencent Cloud services are clearly indicated in the business contract and on the order page. You can select the specific service types and purchase them at the indicated price.

7. Miscellaneous

Tencent Cloud shall have the right to amend the provisions of this Agreement in due course or as necessary, and you can check the latest version of this Agreement on Tencent Cloud's official website.

If you do not agree to such amendments, you shall have the right to stop using the Service. By continuing to use the Service, you acknowledge that you agree to the amended Agreement.

This Agreement shall constitute a supplementary agreement to and have the same legal force and effect as the Tencent Cloud Service Agreement. Any issues not covered by this Agreement shall be governed by the Tencent Cloud Service Agreement. In case of any conflict or inconsistency between the provisions hereof and those of the Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.

Developer Services

Monitor and Operations

Application Performance Management

Service Level Agreement

Last updated : 2024-08-05 16:30:30

To use the Tencent Cloud Application Performance Management Service (the “Service(s)”), you shall read and comply with this Application Performance Management Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability, disclaimer clause, and other terms involving your material rights and interests may be highlighted in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Application Performance Management provided by Tencent Cloud (APM)

“APM” refers to a background service performance management platform provided by Tencent Cloud, which is based on the mainstream OpenTelemetry open source protocol and supports a variety of mainstream frameworks and programming languages to provide you with a one-stop link tracking solution.

1.2 Service Period

The availability of APM statistics is counted according to service period. A “**Service Period**” is 1 natural month.

1.3 Valid Request

“**Valid Request**” refers to each request received by the server side of APM.

1.4 Failed Request

“**Failed Request**” refers to each request that the server side of APM failure to receive.

1.5 Error Rate per 5 Minutes

Error rate is calculated in units of 5 minutes as follows. **"Error Rate per 5 Minutes"** = (Failed Requests per 5 minutes/Total Valid Requests per 5 minutes) × 100%.

1.6 Monthly Service Fee

"Monthly Service Fee" refers to the total service fees paid by a client for the Services under a Tencent Cloud account in a natural month.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

"Service Availability" = $(1 - (\sum \text{Error Rate per 5 Minutes within the Service Period} / \text{Total Number of 5 Minutes within the Service Period})) \times 100\%$

(Note: **"Total Number of 5 Minutes within the Service Period"** = 12 × 24 × the number of calendar days within the Service Period)

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.5% (the **"Service Availability Standard"**). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a service month (the **"Service Month"**), the compensation will be calculated separately according to the corresponding Service Month, and **the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for that respective month (excluding fees offset by vouchers, coupons, service fee deductions, etc.)**.

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may **claim for compensation only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, **both parties agree that Tencent Cloud's backend records shall ultimately prevail.**

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. DISCLAIMER

For service unavailability ("Service Unavailability") caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud's compensation, and Tencent Cloud shall not be responsible for you:

4.1 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.

4.2 Unavailability due to network, device failure or configuration adjustments other than Tencent Cloud devices.

4.3 Unavailability caused by third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party supplier.

4.4 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.

4.5 Unavailability due to the misoperation caused by your negligence or the operation authorized by you. For example, user active reconstruction, etc.

4.6 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.

4.7 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.8 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

4.9 Other force majeure factors.

5. THIRD-PARTY SOFTWARE OR TECHNOLOGY

5.1 This software (the “**Software**”) may use third-party software or technology (including open source code and public domain code that may be used by the Software, the same below), and such use has been legally authorized.

5.2 If the Software uses third-party software or technology, Tencent Cloud will, in accordance with relevant laws and regulations or agreements, display relevant agreements or other documents through attachments to this Agreement, packaging in specific folders of the installation package of the Software, or through open source software pages, etc. They may be expressed as “Software License Agreement”, “Authorization Agreement”, “Open Source License”, or other forms. The aforementioned relevant agreements, other documents and web pages displayed in various forms are an indivisible part of this Agreement and have the same legal effect as this Agreement, and you shall comply with these requirements. If you do not comply with these requirements, the third party or the state authority may bring a lawsuit, impose a fine or take other sanctions against you, and require Tencent to provide assistance, and you shall bear the legal responsibility.

6. MISCELLANEOUS

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud’s compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud’s breach of contract during your use of the Services.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud’s modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency.

Prometheus Service Level Agreement

Last updated : 2022-10-10 11:34:34

In order to use the Tencent Cloud Managed Service for Prometheus (the “Service”), you should read and observe this Managed Service for Prometheus Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.。

1. Terms and Definitions

1.1 Tencent Cloud Managed Service for Prometheus:

Managed Service for Prometheus means a lightweight, secure and high-performance management service for Prometheus. In addition to maintaining the monitoring function of the open source Prometheus, Managed Service for Prometheus provides high-performance Prometheus management service, self-serving data source configuration, open source Grafana and cloud monitoring alert ability, which will save your user development and maintenance costs.

1.2 Single Instance:

means one (1) Prometheus instance. The Service Availability will be calculated on a Single Instance basis.

1.3 Total Time of a Single Instance within a Service Month:

equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability:

If Prometheus fails to collect or query data due to the causes of the platform, it will be deemed that the instance is unavailable.

1.5 Single Instance Service Downtime Calculated in Minutes:

Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Service downtime means the time commencing from the malfunction until the recovery of Service, including any unscheduled maintenance time. Instance Unavailability that lasts for more than five (5) minute will be counted in the Service downtime. However, when the Instance Unavailability is fixed within five (5) minute, which means that the actual downtime of the Service is less than five (5) minute, such downtime will not be counted in the Service downtime defined herein.

1.6 Service Month(s):

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.7 Monthly Service Fee:

means the aggregate service fees in cash paid by you for a Single Prometheus Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (total time of a Single Instance within a Service Month calculated in minutes - Single Instance Service Downtime) / total time of a Single Instance within a Service Month calculated in minutes × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

If the total available time of a Single Instance in a Service Month is 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime of the instance in such month would be 43200 -- 43178.4 = 21.6 minutes.

3. Service Compensation

In respect of this Service, if the Service Availability is lower than the aforementioned standard, compensations will be made as follows:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.95\% > Av \geq 99\%$	10% of the monthly Service fee
$99\% > Av \geq 95\%$	25% of the monthly Service fee
$\leq 95\%$	100% of the monthly Service fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.

4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.3 any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.5 any mal-operation due to your negligence, or any operation authorized by you, such as active reconstruction by the user.

4.6 any failure by you to abide by user guide or suggestions for using Tencent Cloud products.

4.7 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.

4.8 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

4.9 any event of force majeure.

5. Miscellaneous

5.1 **You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.**

5.2 **The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as

the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

TCMG Service Level Agreements

Last updated : 2022-10-10 11:38:13

In order to use the Tencent Cloud Managed Service for Grafana (the “Service”), you shall read and comply with this Tencent Cloud Managed Service for Grafana Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Cloud Managed Service for Grafana (TCMG)

Refers to a managed service developed by Tencent Cloud in collaboration with Grafana Lab, based on a popular open-source visualization project, Grafana. TCMG provides secure, operation-and-maintenance-free Grafana capabilities and built-in Tencent Cloud plug-ins for various data sources, such as Managed Service for Prometheus, Container Service, Logging Service, Graphite and InfluxDB, to achieve unified visualization of data. The specific services are subject to the services you have purchased and the service content provided by Tencent Cloud.

1.2 A Single Instance

Refers to a Grafana instance whose unit number is 1. The Service Availability (as defined below) shall be calculated based on a Single Instance.

1.3 Total Number of Minutes within Service Month(s) for a Single Instance

Total Number of Minutes within Service Month(s) for a Single Instance = the total number of days in Service Month(s) for a Single Instance × 24 (hours) × 60 (minutes).

1.4 Service Unavailability for a Single Instance

Grafana's failure to display visualized data properly for reasons attributable to Tencent Cloud shall be deemed as Service Unavailability for a Single Instance.

1.5 Service Downtime Calculated in Minutes for a Single Instance

Service Downtime Calculated in Minutes for a Single Instance = the time when Service Unavailability for a Single Instance is fixed - the time when Service Unavailability for a Single Instance starts.

Service Downtime refers to the time period from the start of a service failure to the time the services are back to normal, including system maintenance time without prior notice. If the duration of a service failure lasts for more than 5 minutes, such duration would be counted as Service Downtime Calculated in Minutes. If the duration of a service failure lasts for less than 5 minutes (i.e., the duration of Service Unavailability for a Single Instance does not exceed 5 minutes), such duration wouldn't be counted as Service Downtime Calculated in Minutes.

1.6 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated cash service fee you pay for a Single Instance within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted by vouchers, coupons, service fee reduction or exemption, etc.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Number of Minutes within a Service Month for a Single Instance - Service Downtime Calculated in Minutes for a Single Instance) / Total Number of Minutes within a Service Month for a Single Instance × 100%.

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.95%** ("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Article 4 (Disclaimer of Liabilities)), you may claim compensation in accordance with Article 3 of this Agreement (Compensation Plan).

Assuming that Total Number of Minutes within a Service Month for a Single Instance is 43,200 minutes (=30 × 24 × 60), Service Downtime Calculated in Minutes for a Single Instance shall be less than 21.6 minutes (=43,200 - 43,200 × 99.95%).

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee refers to the actual amount you pay in cash, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.95% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail**.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3. Disclaimer of Liabilities

If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you^{.*}**

4.1 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test and other planned downtime.

4.2 Any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility.

4.3 Any Service Unavailability caused by a third party other than Tencent Cloud, such as any Service Unavailability due to an attack by hackers or negligence of your third-party supplier.

4.4 Any loss or leakage of data, passcode or password due to your improper maintenance or confidentiality.

4.5 Any maloperation due to your negligence or any operation authorized by you, such as user-initiated reconstruction.

4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products.

4.7 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.

4.8 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

4.9 Any event of force majeure or accidents.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease

using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

Mobile Performance Monitoring Service Level Agreement

Last updated : 2024-05-09 14:23:31

To use the Tencent Cloud Mobile Performance Monitoring Service (the “Service(s)”), you shall read and comply with this Mobile Performance Monitoring Service Level Agreement (the “Agreement” or the “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clauses, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may be highlighted in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Mobile Performance Monitoring Service

Mobile Performance Monitoring (“MPM”) is a tool to detect the performance and user experience of iOS and Android applications in an all-round way, and can automatically analyze suspicious performance defects in each dimension from multiple dimensions. It can help you accurately measure the performance of iOS and Android applications, and find all kinds of application problems with low cost and high efficiency.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Total Minutes within the Service Month

“Total Minutes within the Service Month” is counted as the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Unavailability Minutes of the Mobile Performance Monitoring Service

“**Unavailability Minutes**” of the Mobile Performance Monitoring Service = Unavailability Minutes of the Mobile Performance Monitoring Service Console + Unavailability Minutes of the Interface.

“**Unavailability Minutes of the Mobile Performance Monitoring Service Console**” refers to **the time when the console can't normally create and edit the business system, create and edit the application, and view the application performance data due to business failure, including the system maintenance time without prior notice. If the time for business failure to return to normal is less than 5 minutes (that is, the unavailability time of the console is less than 5 minutes, not including 5 minutes), it will not be counted as Unavailability Minutes of the Mobile Performance Monitoring Service Console.**

“**Unavailability Minutes of the Interface**” refers to the time difference between the time the interface becomes unavailable due to business failure and the time it returns to normal use, including the system maintenance time without prior notice. If the time of business failure is more than 5 minutes, it is counted as Unavailability Minutes of the Interface. If the time for business failure to return to normal is less than 5 minutes (that is, the unavailability time of the interface is less than 5 minutes, not including 5 minutes), it will not be counted as Unavailability Minutes of the Interface.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

“Service Availability” = ((Total Minutes within the Service Month - Unavailability Minutes within the Service Month) / Total Minutes within the Service Month) x 100%.

2.2 Service Availability Standard

The Service Availability of the **Services provided by Tencent Cloud shall not be less than 99.0%** (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers issued** by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers

can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and **the total amount of compensation shall not exceed the corresponding monthly service fee paid by you for the Services for that respective month** (the “**Monthly Service Fee**”, excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.0% but equal to or higher than 98.0%	10% of Monthly Service Fee
Less than 98.0% but equal to or higher than 95.0%	25% of Monthly Service Fee
Less than 95.0%	50% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may **claim for compensation only through the work order system of your corresponding account after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met**. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, both parties agree that Tencent Cloud’s backend records shall ultimately prevail.

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met**. If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

4. DISCLAIMER

For service unavailability (“Service Unavailability”) caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud’s compensation, and Tencent Cloud shall not be responsible for you:

4.1 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.

4.2 Unavailability due to network, device failure or configuration adjustments other than Tencent Cloud devices.

4.3 Unavailability due to attacks or other misconduct on your application interfaces or data.

4.4 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.

4.5 Unavailability due to your negligent authorization, incorrect operation, your own equipment or third-party software or equipment.

4.6 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.

4.7 Push delays or drops caused by using more than the upper limit of the service capacity calibrated for the current paid version.

4.8 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.9 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

5. MISCELLANEOUS

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

5.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency.

DSA Single Point of Contact

Last updated : 2024-05-30 17:13:23

DSA Single Point of Contact for EU Commission and Member State Authorities

In compliance with Article 11 of the DSA, we have designated a specific channel for communications regarding the DSA with relevant regulatory bodies. All such authorities should direct their DSA related inquiries and correspondence to dsa.enquiries@global.tencent.com.

The email address serves as the single electronic point of contact for the European Commission, Member States' Authorities, and the European Board for Digital Services concerning the DSA.

For effective communication, we request that all messages to this address include the following information:

In the subject line and body of the email, the name of the relevant online service/product in which the communications relate to (if applicable) ;

The sender's full name;

The designation of the EU-based authority they represent;

A contact email affiliated with the respective authority for any necessary follow-up.

Preferred language(s) for communication: English (or Dutch if preferred).

DSA Single Point of Contact for users

In compliance with Article 12 of the DSA, our designated electronic single point of contact for users in the EU is: dsa.reach-us@global.tencent.com.

Illegal Content Complaint Form

Please check the following link for Illegal Content Complaint Form on Tencent Cloud International Portal:

[Tencent Cloud International Portal Illegal Content Complaint Form](#)

Information Requests Europe

Law Enforcement Data Request Guidelines

Europe

Last updated : 2021-07-30 15:11:36

INTRODUCTION

These operational guidelines are for any law enforcement authority or other government authority (the **Requesting Authority**) making a request to Tencent Cloud Europe B.V. or any other Tencent group company (**we, our, us** or **Tencent Cloud Group Europe**) that operates cloud services in the European Economic Area, the United Kingdom and Switzerland (**Tencent Cloud Europe Services**), for disclosure of data about our users of Tencent Cloud Europe Services (a **Request**).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines.

We provide (access to) user information in response to Requests when legally required to do so. We will scrutinize all requests to make sure they comply with the applicable laws and regulations. Where permitted, relevant or necessary, we may require appropriate legal and/or supporting documentation to be furnished by the Requesting Authority before we can provide the relevant user information requested. Such documents may include a court order, subpoena, search warrant, authorization document(s) and/or other valid legal process, as the case may be.

We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Group Europe or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud Group Europe: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud Group Europe but a separate entity.

The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with applicable laws and regulations from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this form to make a Preservation Request. If we do not receive formal legal request in accordance with applicable laws and regulations for the preserved information before the end of the preservation period, the preserved information may be deleted when the preservation period expires where permitted by applicable laws and regulations. In addition to the information described below (in "Form of Request"), Preservation Requests must, to the extent permitted by applicable laws and

regulations, be sent on law enforcement letterhead, signed, and must include a statement with details about steps that are being taken to obtain legal process for the data sought to be preserved. In specific cases, we may need further supporting and/or legal documentation before we can respond to a Preservation Request. All our rights in this regard are fully and expressly reserved.

Emergency Requests

Requests from Requesting Authorities that give us a good faith belief regarding an imminent emergency involving risk of death, serious physical injury to a person or any risk of harm to a child. Please note that we evaluate Emergency Requests on a case-by-case basis in compliance with applicable laws and regulations. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request, without unnecessarily jeopardizing or delaying our response(s) to the Requests. Please complete this form to make an Emergency Request.

Legal Process Requests

All other Requests made by a Requesting Authority in accordance with applicable laws and regulations. This may include Requests arising from valid search warrants and subpoenas and other valid legal process, or valid Requests made in accordance with applicable mutual legal assistance arrangements and channels. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request. Please complete this form to make a Legal Process Request.

RETAINING AND DISCLOSING OF DATA

We will only retain and disclose data in accordance with our [Terms of Service](#) and [Privacy Policy](#), subject always to applicable laws and regulations.

FORM OF REQUEST

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

the Requesting Authority's identity;

the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "Request Contact"), including their rank, badge/identification number and identification documents;

the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable; contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;

a reasonable date that we should respond to the Request by;

if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Europe Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;

list and specific type of data being requested;

purpose for which each type of data is to be used in relation to the Request;

why is the requested type of data considered necessary for the purpose; and the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

The form to be used to make an Emergency Request, certifying the truthfulness and correctness of the Request, can be found [here](#).

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such disclosure may create imminent serious danger or risk for us or any third party.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. It is the Requesting Authority's responsibility to request that we do not notify a user of your Request because it would jeopardize a law enforcement investigation, including but not limited to providing the appropriate court order or legal process prohibiting such notification. We will carefully consider your Request and our compliance with the same will be subject to applicable laws or regulations. All our rights in this regard are expressly reserved. If your Request draws attention to an ongoing violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

MUTUAL LEGAL ASSISTANCE TREATY REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("MLAT") and other applicable conventions, treaties, protocols or documents of a similar nature entered into between the Netherlands and other countries. The MLAT and other applicable conventions, treaties, protocols, or documents of a similar nature will usually determine how the Netherlands and these other countries can assist one another in legal matters such as criminal investigations or enforcement proceedings. Through an MLAT or other request, a foreign government can request the Dutch government for assistance in procuring evidence from Tencent Cloud Europe B.V.. If the Dutch government approves the MLAT or other request from the foreign government, and such documentation of approval is provided to us, we will give our best endeavors to render our support in accordance with applicable laws and regulations.

Also, a Requesting Authority may be able to rely on MLAT or other applicable conventions to request data, not held by Tencent Cloud Group Europe, in the country of the relevant Tencent entity.

REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

TESTIMONY SUPPORT

We do not provide expert testimony support, except to the extent required by applicable laws and regulations.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE_TCE@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

we may take longer to respond to any Requests not sent to the above contact details;

we will not review correspondences sent by anyone other than Law Enforcement Authorities to the above contact details; and

if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy Europe

Last updated : 2021-07-30 15:11:47

1.INTRODUCTION

We receive various requests from governmental authorities in relation to the cloud services we provide in the European Economic Area (**EEA**), the United Kingdom and Switzerland (**Tencent Cloud Europe Services**). Where such request is made:

(a)by any law enforcement authority or other governmental authority regarding disclosure of data about users of our Tencent Cloud Europe Services and in accordance with legal processes (e.g. court injunction, court orders, subpoenas, police investigations), we will treat such request in accordance with our Law Enforcement Data Request Guidelines; and

(b)in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy (**Policy**) (all such request under this paragraph (b) being a **Request**).

Requests that fall under paragraph (b) include but are not limited to:

(a)take down requests;

(b)general information requests; and

(c)requests to engage in discussions with governmental authorities.

This Policy applies to Requesting Authorities (as defined below) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.2The Tencent Cloud Group Europe complies with the laws and regulations pertaining to the individual entities that control our data and we provide details and/or take steps as legally required in relation to Requests.

1.3We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against the Tencent Cloud Group Europe or any other member of the Tencent group.

1.4In addition to the terms defined above, in this Policy:

(a)**we, us, our** or **Tencent Cloud Group Europe** means Tencent Cloud Europe B.V. and its affiliates that operate the Tencent Cloud Europe Services.

(b)**Request** means any request pursuant to Section 1.1 (b) that this Policy applies to.

(c) **Requesting Authority** or **you** means the law enforcement authority or other governmental authority making the relevant Request.

2.our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud Europe Services (including any data that is held by or regarding such other platforms or services). It is the Requesting Authority's responsibility to make the appropriate request(s) to such other platforms or services (and their operators) as necessary.

3.general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 **We act in accordance with Requests when legally required to do so.** The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content in one or more jurisdictions.

3.2 **We do not retain all user information and content, and such information and content may be deleted, de-personalised and/or revised from time to time.** Our end users maintain the right to treat their information, and we will treat their information, in accordance with our Terms of Service and Privacy Policy. This means that we do not retain all such information, and they may from time to time be revised or deleted. Further information regarding our data handling practice is set out in Terms of Service and Privacy Policy.

3.3 **We aim to apply this Policy consistently and fairly across all jurisdictions where we operate Tencent Cloud Europe Services, and in accordance with all applicable laws and regulations and our interpretation of potential differences between jurisdictions.** Tencent Cloud Europe Services are available in the EEA, the United Kingdom and Switzerland, and to that end we aim to apply all of our terms (including this Policy) fairly and consistently across those jurisdictions.

3.4 **Further to Section 3.3, we may depart from this Policy from time to time for various reasons,** including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.5 **We aim to be transparent with our users in the actions that we take.** Before and/or after we comply with a Request (depending on the Request and applicable laws and regulations), we reserve the right to notify our users of the Request (including the actions being sought by the Request) unless we are explicitly requested by the Requesting Authority or prohibited from doing so by applicable laws and regulations and subject to Section 7. This is to ensure that our users have a right to respond to the Request. In addition, where the Request is in relation to actions that may affect other users, we may also notify other users of the relevant Request that we have complied with, subject to applicable laws and regulations.

3.6 We do not automatically comply with all Requests. We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

As above, we aim to apply this Policy fairly and consistently in the EEA, the United Kingdom and Switzerland. We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content differently for different jurisdictions.

(b) **We will carefully review all Requests to make sure they comply with the applicable laws and regulations.** Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) **Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion.** We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Whether it is permitted, necessary and/or appropriate to notify the affected user(s) (also see Sections 3.6 and 7).
- (c) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;
- (d) be sent in accordance with Section 9;
- (e) be drafted in, or translated to, **English**; and

(f) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities, consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the **Request Contact**), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- (e) a reasonable date that we should respond to the Request by;
- (f) if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Europe Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- (g) list and specific type of data and actions being requested;
- (h) purpose for which each type of requested data is to be used in relation to the Request;
- (i) why is the requested type of data considered necessary for the purpose; and
- (j) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7.NOTIFICATION OF OUR USERS

Further to Section 3.5, we respect our users' rights and privacy. We may notify the relevant user about any Requests prior to acting on them, unless we are explicitly requested by the Requesting Authority or prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such actions may create imminent danger or risk for us or any third party. This notification may allow the end user to seek appropriate protective relief.

Requesting Authorities who believe that notification would jeopardize an ongoing legal investigation should obtain an appropriate court order or legal process that specifically prohibits notification of our users or otherwise substantiate its Request on the basis of the applicable laws and regulations. It is the Requesting Authority's responsibility to Request and substantiate in conformance with by applicable laws and regulations that we do not notify a user of the Request.

If your Request is in relation to an ongoing or prior violation of our Terms of Service and Privacy Policy, we will take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct, all subject to and in conformance with by applicable laws and regulations. If you believe in good faith that such actions will jeopardize an ongoing investigation, it is your responsibility to request that we defer such action, whenever possible pursuant to applicable laws and regulations including providing to us the appropriate court order or legal process prohibiting such notification.

We reserve the right to challenge any non-disclosure requests or orders, pursuant to applicable laws and regulations.

8.REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

9.WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE_TCE@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details;
and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

10.QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Information Requests North-America

Law Enforcement Data Request Guidelines

North-America

Last updated : 2021-07-30 15:11:57

INTRODUCTION

These guidelines are for any law enforcement or other federal, state or local government authority (the “**Requesting Authority**”) making a request to Tencent Cloud LLC or any other Tencent group company (“**we**”, “**our**”, “**us**” or “**Tencent Cloud NA**”) that operates cloud services in North America (“**Tencent Cloud Services - NA**”), for disclosure of data about our users of Tencent Cloud Services - NA (a “**Request**”).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines. Applicable laws include, but are not limited to, the Electronic Communications Privacy Act, Title 18 U.S. Code, § 2510, *et seq.* (“**ECPA**”), the Stored Communications Act, Title 18 U.S. Code, § 2701 *et seq.* (“**SCA**”), and the California Electronic Communications Privacy Act, Cal. Penal Code §§ 1546 – 1546.4 (“**CalECPA**”).

Except in emergency circumstances as described in these Guidelines, Tencent Cloud NA will not release customer information without valid legal process properly served on us. Depending on the customer information being requested, the required legal process may include a court order, subpoena, or search warrant, as described in these Guidelines.

We may amend these guidelines at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud LLC or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud LLC: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud LLC but a separate entity. The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with SCA § 2703(f) from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this [form](#) to make a Preservation

Request. In compliance with SCA § 2703(f), we will preserve requested information for up to 90 days, and upon receipt of a preservation extension request, one additional 90 day period. If we do not receive formal legal request for the preserved information before the end of the initial or extended preservation period, the preserved information may be deleted when the preservation period expires. In addition to the information described below (in “Form of Request”), Preservation Requests must be sent on law enforcement letterhead and signed by a representative of the Requesting Authority.

Legal Process Requests

Depending on the type of information sought, we may provide user information in response to a subpoena, administrative summons, court order or search warrant issued by a U.S. governmental entity or court of competent jurisdiction as those terms are defined in the SCA.

Tencent Cloud NA requires a judicially issued search warrant for all Requests for user content. Content includes the substantive content of data stored in a user’s account, which may include documents, media files or other data that the user stores or processes on Tencent Cloud NA.

Tencent Cloud NA requires a subpoena to produce user information in response to a Request for basic subscriber information, such as the customer’s name, contact information, billing information, types of services used or purchased and dates of account creation and termination. Tencent Cloud NA may also provide this information in response to a court order or search warrant.

For Requests submitted by a California state Requesting Authority (e.g., a county sheriff’s department, city or state police or district attorney’s office) Tencent Cloud NA requires a search warrant to produce all information about a user.

Emergency Disclosure Requests

We may provide information in response to an urgent law enforcement request without receipt of formal legal process where information provided by the Requesting Authority gives us a good faith belief that an emergency involving danger of death or serious physical injury to a person requires disclosure without delay. Please note that we evaluate Emergency Requests on a case-by-case basis and in our sole discretion. Please complete this [form](#) to make an Emergency Request.

INFORMATION TO BE INCLUDED IN REQUESTS

In order to process any Request, we require that each Request clearly specify the following in writing:

- the Requesting Authority;
- the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the “**Request Contact**”) and his or her rank, badge/identification number and identification documents;

- contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- a Request response date;
- the IP address, Uniform Resource Locator or user of the Tencent Cloud Services - NA to which the Request relates (including users' identification, account details and/or email address);
- list and specific type of data being requested from us regarding the relevant user/account and its relationship to the investigation to which the Request relates;
- purpose of which each type of data is to be used in relation to the Request;
- why is the request type of data considered necessary for the purpose; and
- the basis of the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a court issued confidentiality order), or where we reasonably believe that such disclosure may create imminent danger or risk for us or any third party.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. If your Request draws attention to an ongoing violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

INTERNATIONAL REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("**MLAT**") or an Executive Agreement entered between the United States and a foreign government pursuant to the CLOUD Act and other applicable conventions, treaties, protocols or documents of a similar nature. Such requests should be made to the U.S. Department of Justice's Office of International Affairs.

REIMBURSEMENT OF COSTS

We may seek reimbursement of our costs in responding to a Request in accordance with SCA § 2706 or other applicable law.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE_TCL@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

- we may take longer to respond to any Requests not sent to the above contact details;
- we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details;
and
- if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy North-America

Last updated : 2021-07-30 15:12:05

1. INTRODUCTION

We receive various requests from governmental authorities in relation to the cloud services we provide in North America ("**Tencent Cloud Services - NA**"). Where such request is made:

(a) by any federal, state or local law enforcement authority or other governmental authority regarding disclosure of information about users of our Tencent Cloud Services - NA and in accordance with legal processes (e.g. court injunction, court orders, subpoenas, police investigations), we will treat such request in accordance with our [Law Enforcement Data Request Guidelines](#); and

(b) in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy ("**Policy**") (all such request under this paragraph (b) being a "**Request**").

Requests that fall under paragraph (b) and this Policy include but are not limited to:

- (i) Subpoenas, civil investigative demands, court orders or search warrants for Tencent company information, not including user data;
- (ii) general information requests;
- (iii) requests to engage in discussions with governmental authorities; and
- (iv) content removal requests.

This Policy applies to Requesting Authorities (as defined below) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.1 Tencent Cloud NA complies with the applicable laws and regulations , and we provide details and/or take steps as legally required in relation to Requests.

1.2 We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against the Tencent Cloud NA or any other member of the Tencent group.

1.3 In addition to the terms defined above, in this Policy:

(a) "**we**", "**us**", "**our**" or "**Tencent Cloud NA**" means Tencent Cloud LLC.

(b) "**Request**" means any request pursuant to Section 1.1(b) that this Policy applies to.

(c) **"Requesting Authority"** or **"you"** means the law enforcement authority or other governmental authority making the relevant Request.

2. our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud Services - NA (including any data that is held by or regarding such other platforms or services).

3. general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 **We act in accordance with Requests when legally required to do so.** The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content.

3.2 **We may depart from this Policy from time to time for various reasons**, including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.3 **We do not automatically comply with all Requests.** We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content differently for different jurisdictions.

(b) **We will carefully review all Requests to make sure they comply with the applicable laws and regulations.** Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) **Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion.** We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;
- (d) be sent in accordance with Section 9;
- (e) be drafted in, or translated to, **English**; and
- (f) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities, law enforcement agencies and consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the **"Request Contact"**), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;

- (e) a reasonable date that we should respond to the Request by;
- (f) list of specific type of data and actions being requested;
- (g) purpose of which each type of requested data is to be used in relation to the Request;
- (h) why is the requested type of data considered necessary for the purpose; and
- (i) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

8. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE_TCL@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details; and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

9. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Information Requests South-Korea

Law Enforcement Data Request Guidelines

South-Korea

Last updated : 2021-07-30 15:23:28

INTRODUCTION

These operational guidelines are for any law enforcement authority or other government authority (the “**Requesting Authority**”) making a request to Tencent Korea Yuhan Hoesa (“**we**”, “**our**”, “**us**” or “**Tencent Cloud Korea**”), which operates cloud services in the Republic of Korea (“**Tencent Cloud Korea Services**”), for disclosure of data about our users of Tencent Cloud Korea Services (a “**Request**”).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines.

We provide (access to) user information in response to Requests when legally required to do so. We will scrutinize all requests to make sure they comply with the applicable laws and regulations. Where permitted, relevant or necessary, we may require appropriate legal and/or supporting documentation to be furnished by the Requesting Authority before we can provide the relevant user information requested. Such documents may include a court order, subpoena, search warrant, authorization document(s) and/or other valid legal process, as the case may be.

We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Korea or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud Korea: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud Korea but a separate entity. The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with applicable laws and regulations from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this [form](#) to make a Preservation Request. If we do not receive formal legal request in accordance with applicable laws and regulations for the preserved information before the end of the preservation period, the preserved information may be deleted when

the preservation period expires where permitted by applicable laws and regulations. In addition to the information described below (in "Form of Request"), Preservation Requests must, to the extent permitted by applicable laws and regulations, be sent on law enforcement letterhead, signed or affixed with seal, and must include a statement with details about steps that are being taken to obtain legal process for the data sought to be preserved. In specific cases, we may need further supporting and/or legal documentation before we can respond to a Preservation Request. All our rights in this regard are fully and expressly reserved.

Emergency Requests

Requests from Requesting Authorities that give us a good faith belief regarding an imminent emergency involving risk of death, serious physical injury to a person or any risk of harm to a child. Please note that we evaluate Emergency Requests on a case-by-case basis in compliance with applicable laws and regulations. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request, without unnecessarily jeopardizing or delaying our response(s) to the Requests. Please complete this [form](#) to make an Emergency Request.

Legal Process Requests

All other Requests made by a Requesting Authority in accordance with applicable laws and regulations. This may include Requests arising from valid search warrants and subpoenas and other valid legal process, or valid Requests made in accordance with applicable mutual legal assistance arrangements and channels. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request. Please complete this <https://cloudcache.intl.tencent-cloud.com/document/Legal%20Process%20Request%20-%20Preservation%20Request%20Form.docx> to make a Legal Process Request.

RETAINING AND DISCLOSING OF DATA

We will only retain and disclose data in accordance with our [Terms of Service](#) and [Privacy Policy](#), subject always to applicable laws and regulations.

FORM OF REQUEST

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- the Requesting Authority's identity;
- the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "Request Contact"), including their rank, badge/identification number and identification documents;
- the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;

- contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- a reasonable date that we should respond to the Request by;
- if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Korea Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- list and specific type of data being requested;
- purpose for which each type of requested data is to be used in relation to the Request;
- why is the requested type of data considered necessary for the purpose and
- the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

The form to be used to make an Emergency Request, certifying the truthfulness and correctness of the Request, can be found [here](#).

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify (and in certain cases, obtain consent from) the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such disclosure may create imminent serious danger or risk for us or any third party.

If we are required or choose to legally provide a Requesting Authority with our users' data, to the extent such data contains personal information, in compliance with applicable laws and regulations, we will request the Requesting Authority to limit the purpose and method of use and other necessary matters, or to prepare necessary safeguards to ensure the safety of the personal information.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. It is the Requesting Authority's responsibility to request that we do not notify a user of your Request because it would jeopardize a law enforcement investigation, including but not limited to providing the appropriate court order or legal process prohibiting such

notification. We will carefully consider your Request and our compliance with the same will be subject to applicable laws or regulations. All our rights in this regard are expressly reserved. If your Request draws attention to an ongoing violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

MUTUAL LEGAL ASSISTANCE TREATY REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("MLAT") and other applicable conventions, treaties, protocols or documents of a similar nature entered into between the Republic of Korea and other countries. The MLAT and other applicable conventions, treaties, protocols, or documents of a similar nature will usually determine how the Republic of Korea and these other countries can assist one another in legal matters such as criminal investigations or enforcement proceedings. Through an MLAT or other request, a foreign government can request the Korean government for assistance in procuring evidence from Tencent Cloud Korea. If the Korean government approves the MLAT or other request from the foreign government, and such documentation of approval is provided to us, we will give our best endeavors to render our support in accordance with applicable laws and regulations.

Also, a Requesting Authority may be able to rely on MLAT or other applicable conventions to request data, not held by Tencent Cloud Korea, in the country of the relevant Tencent entity.

REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

TESTIMONY SUPPORT

We do not provide expert testimony support, except to the extent required by applicable laws and regulations.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE_TKYH@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

- we may take longer to respond to any Requests not sent to the above contact details;
- we will not review correspondences sent by anyone other than Law Enforcement Authorities to the above contact details; and
- if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy South-Korea

Last updated : 2021-07-30 15:12:28

1. INTRODUCTION

We receive various requests from governmental authorities in relation to the cloud services we provide in the Republic of Korea ("**Tencent Cloud Korea Services**"). Where such request is made:

(a) by any law enforcement authority or other governmental authority regarding disclosure of data about users of our Tencent Cloud Korea Services and in accordance with legal processes (e.g. court injunction, court orders, subpoenas, police investigations), we will treat such request in accordance with our Law Enforcement Data Request Guidelines; and

(b) in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy ("**Policy**") (all such request under this paragraph (b) being a "**Request**").

Requests that fall under paragraph (b) include but are not limited to:

(a) take down requests;

(a) general information requests; and

(c) requests to engage in discussions with governmental authorities.

This Policy applies to Requesting Authorities (as defined below) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.1 Tencent Cloud Korea complies with the applicable laws and regulations, and we provide details and/or take steps as legally required in relation to Requests.

1.2 We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Korea or any other member of the Tencent group.

1.3 In addition to the terms defined above, in this Policy:

(a) "**we**", "**us**", "**our**" or "**Tencent Cloud Korea**" means Tencent Korea Yuhan Hoesa.

(b) "**Request**" means any request pursuant to Section 1.1(b) that this Policy applies to.

(c) "**Requesting Authority**" or "**you**" means the law enforcement authority or other governmental authority making the relevant Request.

2. our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud Korea Services (including any data that is held by or regarding such other platforms or services). It is the Requesting Authority's responsibility to make the appropriate request(s) to such other platforms or services (and their operators) as necessary.

3. general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 We act in accordance with Requests when legally required to do so. The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content.

3.2 We do not retain all user information and content, and such information and content may be deleted, de-personalised and/or revised from time to time. Our end users maintain the right to treat their information, and we will treat their information, in accordance with our Terms of Service and Privacy Policy. This means that we do not retain all such information, and they may from time to time be revised or deleted. Further information regarding our data handling practice is set out in [Terms of Service](#) and [Privacy Policy](#).

3.3 We may depart from this Policy from time to time for various reasons, including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.4 We aim to be transparent with our users in the actions that we take. Before and/or after we comply with a Request (depending on the Request and applicable laws and regulations), we reserve the right to notify (and in certain cases, obtain consent from) our users of the Request (including the actions being sought by the Request) unless we are explicitly requested by the Requesting Authority or prohibited from doing so by applicable laws and regulations and subject to Section 7. This is to ensure that our users have a right to respond to the Request. In addition, where the Request is in relation to actions that may affect other users, we may also notify other users of the relevant Request that we have complied with, subject to applicable laws and regulations.

3.5 We do not automatically comply with all Requests. We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

We note the following in relation to how we apply this Policy:

(a) In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions. In those cases, we may treat such information and/or content

differently for different jurisdictions.

(b) We will carefully review all Requests to make sure they comply with the applicable laws and regulations. Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion. We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Whether it is permitted, necessary and/or appropriate to notify the affected user(s) (also see Sections 3.6 and 7).
- (c) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed or affixed with seal by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;
- (d) be sent in accordance with Section 9; and
- (e) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities, consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the **"Request Contact"**), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- (e) a reasonable date that we should respond to the Request by;
- (f) if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Korea Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- (g) list and specific type of data and actions being requested;
- (h) purpose for which each type of requested data is to be used in relation to the Request;
- (i) why is the requested type of data considered necessary for the purpose; and
- (j) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. NOTIFICATION OF OUR USERS

Further to Section 3.4, we respect our users' rights and privacy. We may notify (and in certain cases, obtain consent from) the relevant user about any Requests prior to acting on them, unless we are explicitly requested by the Requesting Authority or prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such actions may create imminent danger or risk for us or any third party. This notification may allow the end user to seek appropriate protective relief.

Requesting Authorities who believe that notification would jeopardize an ongoing legal investigation should obtain an appropriate court order or legal process that specifically prohibits notification of our users or otherwise substantiate its Request on the basis of the applicable laws and regulations. It is the Requesting Authority's responsibility to Request and substantiate in conformance with by applicable laws and regulations that we do not notify a user of the Request.

If we are required or choose to legally provide a Requesting Authority with our users' data, to the extent such data contains personal information, in compliance with applicable laws and regulations, we will request the Requesting Authority to limit the purpose and method of use and other necessary matters, or to prepare necessary safeguards to ensure the safety of the personal information. If your Request is in relation to an ongoing or prior violation of our Terms of Service and Privacy Policy, we will take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct, all subject to and in conformance with by applicable laws and regulations. If you believe in good faith that such actions will jeopardize an ongoing investigation, it is your responsibility to request that we defer such action, whenever possible pursuant to applicable laws and regulations including providing to us the appropriate court order or legal process prohibiting such notification.

We reserve the right to challenge any non-disclosure requests or orders, pursuant to applicable laws and regulations.

8. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

9. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE_TKYH@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details; and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

10. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Information Requests Rest of World

Law Enforcement Data Request Guidelines

Rest of the World

Last updated : 2021-07-30 15:12:48

INTRODUCTION

These operational guidelines are for any law enforcement authority or other government authority (the “**Requesting Authority**”) making a request to Aceville Pte Ltd or any other Tencent group company that operates cloud services outside of the People’s Republic of China, South Korea, North America, the European Economic Area, the United Kingdom and Switzerland (“**we**”, “**our**”, “**us**” or “**Tencent Cloud Group**”), for disclosure of data about our users of the cloud services operated by the Tencent Cloud Group (“**Tencent Cloud International Services**”) (a “**Request**”).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines.

We provide (access to) user information in response to Requests when legally required to do so. We will scrutinize all requests to make sure they comply with the applicable laws and regulations. Where permitted, relevant or necessary, we may require appropriate legal and/or supporting documentation to be furnished by the Requesting Authority before we can provide the relevant user information requested. Such documents may include a court order, written order to produce documents or other things, search warrant, authorization document(s) and/or other valid legal process, as the case may be.

We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Group or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud Group: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud Group but a separate entity. The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with applicable laws and regulations from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this [form](#) to make a

Preservation Request. If we do not receive formal legal request in accordance with applicable laws and regulations for the preserved information before the end of the preservation period, the preserved information may be deleted when the preservation period expires where permitted by applicable laws and regulations. In addition to the information described below (in "Form of Request"), Preservation Requests must, to the extent permitted by applicable laws and regulations, be sent on law enforcement letterhead, signed, and must include a statement with details about steps that are being taken to obtain legal process for the data sought to be preserved. In specific cases, we may need further supporting and/or legal documentation before we can respond to a Preservation Request. All our rights in this regard are fully and expressly reserved.

Emergency Requests

Requests from Requesting Authorities that give us a good faith belief regarding an imminent emergency involving risk of death, serious physical injury to a person or any risk of harm to a minor. Please note that we evaluate Emergency Requests on a case-by-case basis in compliance with applicable laws and regulations. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request, without unnecessarily jeopardizing or delaying our response(s) to the Requests. Please complete this [form](#) to make an Emergency Request.

Legal Process Requests

All other Requests made by a Requesting Authority in accordance with applicable laws and regulations. This may include Requests arising from valid search warrants and written orders to produce documents or other things and other valid legal process, or valid Requests made in accordance with applicable mutual legal assistance arrangements and channels. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request. Please complete this [form](#) to make a Legal Process Request.

RETAINING AND DISCLOSING OF DATA

We will only retain and disclose data in accordance with our [Terms of Service](#) and [Privacy Policy](#), subject always to applicable laws and regulations.

FORM OF REQUEST

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- the Requesting Authority's identity;
- the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "Request Contact"), including their rank, badge/identification number and identification documents;

- the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- a reasonable date that we should respond to the Request by;
- if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud International Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- list and specific type of data being requested;
- purpose of which each type of data is to be used in relation to the Request;
- why is the requested type of data considered necessary for the purpose and
- the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

The form to be used to make an Emergency Request, certifying the truthfulness and correctness of the Request, can be found [here](#).

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such disclosure may create imminent serious danger or risk for us or any third party.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. It is the Requesting Authority's responsibility to request that we do not notify a user of your Request because it would jeopardize a law enforcement investigation, including but not limited to providing the appropriate court order or legal process prohibiting such notification. We will carefully consider your Request and our compliance with the same will be subject to applicable laws or regulations. All our rights in this regard are expressly reserved. If your Request draws attention to an ongoing

violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

MUTUAL LEGAL ASSISTANCE TREATY REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("MLAT") and other applicable conventions, treaties, protocols or documents of a similar nature entered into between Singapore and other countries. The MLAT and other applicable conventions, treaties, protocols, or documents of a similar nature will usually determine how Singapore and these other countries can assist one another in legal matters such as criminal investigations or enforcement proceedings. Through an MLAT or other request, a foreign government can request the Singapore government for assistance in procuring evidence from Aceville Pte Ltd. If the Singapore government approves the MLAT or other request from the foreign government, and such documentation of approval is provided to us, we will give our best endeavors to render our support in accordance with applicable laws and regulations.

Also, a Requesting Authority may be able to rely on MLAT or other applicable conventions to request data, not held by Tencent Cloud Group, in the country of the relevant Tencent entity.

REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

TESTIMONY SUPPORT

We do not provide expert testimony support, except to the extent required by applicable laws and regulations.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

- we may take longer to respond to any Requests not sent to the above contact details;
- we will not review correspondences sent by anyone other than Law Enforcement Authorities to the above contact details; and
- if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy Rest of the World

Last updated : 2021-07-30 15:14:30

1. INTRODUCTION

1.1 We receive various requests from governmental authorities in relation to the Tencent Cloud International Services. Where such request is made:

(a) by any law enforcement authority or other governmental authority regarding disclosure of data about users of our Tencent Cloud International Services and in accordance with legal processes (e.g. court injunction, court orders, written orders to produce information, police investigations), we will treat such request in accordance with our Law Enforcement Data Request Guidelines; and

(b) in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy ("**Policy**") (all such request under this paragraph (b) being a "**Request**").

Requests that fall under paragraph (b) include but are not limited to:

(a) take down requests;

(c) general information requests; and

(d) requests to engage in discussions with governmental authorities.

This Policy applies to Requesting Authorities (as defined above) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.2 The Tencent Cloud Group complies with the laws and regulations pertaining to the individual entities that control our data and we provide details and/or take steps as legally required in relation to Requests.

1.3 We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against the Tencent Cloud Group or any other member of the Tencent group.

1.4 In this Government Request Policy ("**Policy**"):

(a) "**we**", "**us**", "**our**" or "**Tencent Cloud Group**" means Aceville Pte Ltd and its affiliates that operate cloud services outside of the People's Republic of China, South Korea, North America, the European Economic Area (EEA), the United Kingdom and Switzerland (for which we have separate Governmental Request Policies);

(b) "**Tencent Cloud International Services**" means the cloud services provided by the Tencent Cloud Group;

(c) **“Request”** means any request pursuant to Section 1.1(b) that this Policy applies to; and

(d) **“Requesting Authority”** or **“you”** means the law enforcement authority or other governmental authority making the relevant Request.

2. our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud International Services (including any data that is held by or regarding such other platforms or services). It is the Requesting Authority's responsibility to make the appropriate request(s) to such other platforms or services (and their operators) as necessary.

3. general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 We act in accordance with Requests when legally required to do so. The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content in one or more jurisdictions.

3.2 We do not retain all user information and content, and such information and content may be deleted, de-personalised and/or revised from time to time. Our end users maintain the right to treat their information, and we will treat their information, in accordance with our Terms of Service and Privacy Policy. This means that we do not retain all such information, and they may from time to time be revised or deleted. Further information regarding our data handling practice is set out in [Terms of Service](#) and [Privacy Policy](#).

3.3 We aim to apply this Policy consistently and fairly across all jurisdictions where we operate Tencent Cloud International Services, and in accordance with all applicable laws and regulations and our interpretation of potential differences between jurisdictions. Tencent Cloud International Services are available outside of the People's Republic of China, South Korea, North America, the EEA, the United Kingdom and Switzerland, and to that end we aim to apply all of our terms (including this Policy) fairly and consistently across those jurisdictions.

3.4 Further to Section 3.3, we may depart from this Policy from time to time for various reasons, including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.5 We aim to be transparent with our users in the actions that we take. Before and/or after we comply with a Request (depending on the Request and applicable laws and regulations), we reserve the right to notify our users of the Request (including the actions being sought by the Request) unless we are explicitly requested by the Requesting Authority or prohibited from doing so by applicable laws and regulations and subject to Section 7. This is to ensure that our users have a right to respond to the Request. In addition, where the Request is in relation to actions that may

affect other users, we may also notify other users of the relevant Request that we have complied with, subject to applicable laws and regulations.

3.6 We do not automatically comply with all Requests. We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

As above, we aim to apply this Policy fairly and consistently wherever we operate. We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content differently for different jurisdictions.

(b) **We will carefully review all Requests to make sure they comply with the applicable laws and regulations.** Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) **Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion.** We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Whether it is permitted, necessary and/or appropriate to notify the affected user(s) (also see Sections 3.5 and 7).
- (c) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;

- (d) be sent in accordance with Section 9;
- (e) be drafted in, or translated to, **English**; and
- (f) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities or consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the **"Request Contact"**), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- (e) a reasonable date that we should respond to the Request by;
- (f) if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud International Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- (g) list and specific type of data and actions being requested;
- (h) purpose for which each type of requested data is to be used in relation to the Request;
- (i) why is the requested type of data considered necessary for the purpose; and
- (j) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being

carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. NOTIFICATION OF OUR USERS

Further to Section 3.5, we respect our users' rights and privacy. We may notify the relevant user about any Requests prior to acting on them, unless we are explicitly requested by the Requesting Authority or prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such actions may create imminent danger or risk for us or any third party. This notification may allow the end user to seek appropriate protective relief.

Requesting Authorities who believe that notification would jeopardize an ongoing legal investigation should obtain an appropriate court order or legal process that specifically prohibits notification of our users or otherwise substantiate its Request on the basis of the applicable laws and regulations. It is the Requesting Authority's responsibility to Request and substantiate in conformance with by applicable laws and regulations that we do not notify a user of the Request.

If your Request is in relation to an ongoing or prior violation of our Terms of Service and Privacy Policy, we will take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct, all subject to and in conformance with by applicable laws and regulations. If you believe in good faith that such actions will jeopardize an ongoing investigation, it is your responsibility to request that we defer such action, whenever possible pursuant to applicable laws and regulations including providing to us the appropriate court order or legal process prohibiting such notification.

We reserve the right to challenge any non-disclosure requests or orders, pursuant to applicable laws and regulations.

8. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

9. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details; and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

10. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Privacy FAQs

Last updated : 2019-09-19 20:45:04

1.Introduction

We take your data privacy and security very seriously. Whether you are an individual user, a small business owner or a large corporation, we take steps to ensure that your content is stored and processed by us in a transparent way and using secure and reliable technology.

We understand that your trust is something we earn. As part of that process, we work to keep you informed of our data security policies and measures, as they may change over time.

These FAQs explain some basic principles that we apply to our provision of Tencent Cloud, particularly for those customers and prospective customers who have questions about how Tencent Cloud meets the requirements of data protection laws and other applicable regulations concerning data privacy and security.

These FAQs are intended to be a general overview and do not constitute legal advice. We urge you to consult with your own legal counsel to familiarise yourself with the requirements that govern your specific circumstances and to take advice as necessary.

For further information regarding Tencent Cloud's data privacy and security practices and these FAQs:

(a)Please review the Tencent Cloud Privacy and Data Processing Policy – which sets out how we collect, store and process your content on Tencent Cloud.

(b)Please contact our Customer Support team via phone at +86 4009 100 100, or online at <https://console.intl.cloud.tencent.com/workorder>. We would be pleased to discuss with you how we maintain the privacy and security of your content and answer any questions or concerns you may have.

2.Who owns and controls your content?

You do. All content that you upload to Tencent Cloud remains yours, and you remain in control of it.

We do not access or use your content for any purpose, other than for providing Tencent Cloud to you. For example, Tencent will not use your content for marketing purposes or perform analytics on your content.

You decide who may access your content and how that access is made available – Tencent makes available various security and authentication methods to help you with such efforts. Tencent delivers Tencent Cloud using commercially available internet connections and browser software. You (and any related users you choose to give access to your content) may log into Tencent Cloud using unique usernames and passwords.

3.Does Tencent share your content with third parties?

No. Tencent Cloud is designed to protect the security and confidentiality of your content. We will not share your content with anyone else other than in exceptional circumstances, such as where we believe we are legally required to do so (for example, if we are subject to a court order for disclosure), or where we need to do so in order to enforce or protect your rights, our own rights or the rights of other users.

Please consult our Tencent Cloud Terms of Service for further details of the limited circumstances in which we will disclose your content.

4.Where does Tencent store your content?

We offer you the right to select where your content is stored from a list of potential locations. All of our data centres meet industry-accepted technical and security standards.

If at any time we are no longer able to store your content in your selected location, we will notify you and offer you the alternative storage locations available at that time.

5.Does Tencent comply with data protection laws?

Yes. We have a comprehensive privacy and security programme directed at protecting your content, including your personal data (see below, **Q7. How does Tencent protect your content?**). We comply with our obligations under data protection laws.

Because we only process your content in order to provide Tencent Cloud to you in accordance with your instructions, we are considered a "data processor" (or the equivalent designation under data protection laws in your jurisdiction). While the law varies from jurisdiction to jurisdiction as to the obligations applicable to data processors, we comply with all obligations binding on us in our role as a data processor in providing Tencent Cloud to you.

6.How does Tencent help you comply with data protection laws when you use Tencent Cloud?

Because you maintain ultimate control over the collection and use of your content, you will be considered a "data controller" (or equivalent designation) under data protection laws in respect of your content that contains personal data. This means that you will need to comply with data protection laws when you use Tencent Cloud.

We have designed Tencent Cloud in a way that enables you to comply with your obligations. We do this by:

- (a) allowing you to maintain control over the manner in which your content is accessed and processed (see** Q2. Who owns and controls your content?**) ;
- (b) not sharing your content with third parties, except in accordance with our Terms of Service (see **Q3. Does Tencent share your content with third parties?**) ;
- (c) allowing you to choose the location of storage of your content (see Q4. Where does Tencent store your content?) ;
- (d) complying with applicable data protection laws (see **Q5. Does Tencent comply with data protection laws?**) ;
- and
- (e) maintaining industry-accepted security measures for the purpose of protecting your content (see **Q7. How does Tencent protect your content?**) .

Please note that data protection laws and regulations and how they are interpreted and enforced may change over time, and there may be other laws and regulations that apply to you. You should obtain legal advice to ensure that you are familiar with the requirements governing your use of data and other aspects of your business.

7. How does Tencent protect your content?

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content. This programme includes the following:

7.1 Data security. We have designed and implemented the following measures to protect customer's data against unauthorised access:

- (a) standards for data categorisation and classification;
- (b) a set of authentication and access control capabilities at the physical, network, system and application levels;
- and
- (c) a mechanism for detecting big data-based abnormal behaviour.

**7.2 Network security.* *We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.

7.3 Physical and environmental security. Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centres based on relevant regional security requirements. An access control matrix is established, based on the types of data centre personnel and their respective access privileges, to ensure effective management and control of access and operations by data centre personnel.

7.4 Incident management. We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.

7.5 Compliance with standards. We comply with the following standards:

- (a) Information security management system – ISO 27001:2013.
- (b) IT service management – ISO/IEC 20000-1:2011.
- (c) Quality management system – ISO/IEC 9001:2015.

8. How does Tencent respond to regulatory requests for your content?

We may, from time to time, receive regulatory requests to disclose your content to regulators or law enforcement bodies. When we receive these requests, we take reasonable steps to query them and establish whether or not we are legally required to respond to them. When we are required to respond to such a request, we do everything we reasonably can to protect your confidentiality.

9. How can you protect your content?

Tencent Cloud provides a number of features that allow you to enhance the protection of your content. It is your responsibility to carefully select and use the features that are appropriate to you, in accordance with your own security policies. For example:

- (a) you can select the transmission method and transmission protocols for your data (e.g. HTTPS, SSH); and
- (b) you can select enhanced network security protection products such as dedicated access lines and IPsec VPN.

Please take steps to keep your (and your authorised users') account login credentials safe. Please change your Tencent Cloud account passwords regularly to reduce the risk of your account being improperly accessed. Passwords should be unique and be difficult for others to deduce. If you suspect an unauthorised person has accessed your Tencent Cloud account, please notify us immediately – until we disable your account after receiving such notification from you, you are responsible for all acts and omissions within your Tencent Cloud account.

Cookies Policy

Last updated : 2024-01-10 16:23:58

This Cookies Policy applies to Tencent Cloud International and our website available at <https://intl.cloud.tencent.com/> (together, the “**Services**”). When you use the Services, we may use cookies log files, pixel tags, web beacons, scripts, eTags and similar files or technologies (collectively, “**cookies**”) to collect and store information we automatically collect about your device and use of the Services. This Cookies Policy explains what cookies are, what kind of cookies may be used in our Services and how you can manage cookies.

For the purposes of this Cookies Policy, “**we**”, “**us**” and “**our**” means Tencent Cloud Europe B.V. (in the case of persons located in the EEA, UK and Switzerland) and the entity you have contracted with as set out in the [Terms of Service](#) (in the case of persons located outside of the EEA, UK and Switzerland). For the purpose of any personal data we collect through cookies, we are the data controller.

Our representative in the EU for the purpose of EU data protection laws is Tencent Cloud Europe B.V., a company incorporated in the Netherlands with the registered address at Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands. Our EU representative and our data protection officer can be contacted here.

1. WHAT ARE COOKIES?

Cookies are text files which are placed on your device when a website is loaded on your browser. They are widely used in order to make websites work or work more efficiently, as well as to provide information to the owner of the site or to another site that recognizes that cookie.

First party and third party cookies

Cookies can be first party or third party. A first party cookie is set directly by us to your device, whereas a third party cookie is set by a third party (such as analytics providers and our advertisers and business partners).

Persistent and session cookies

Cookies can be persistent or session cookies depending on the time that they remain on your device. A persistent cookie is stored on your device after your web browser is closed or once your session ends. It can be used by the Services to recognize your device when you open your browser and use the Services again. A session cookie exists temporarily on your device while your browser is open. It is deleted automatically once you leave the website or close your browser.

In the European Economic Area, United Kingdom and Switzerland, we will only use non-essential cookies with your consent.

If you do not accept the use of cookies, please disable them using the instructions below and changing your browser settings so that cookies cannot be placed on your device.

2. WHAT KIND OF COOKIES DO WE USE?

The table(s) below explain the cookies used by us and our partners in connection with the Services.

Strictly Necessary Cookies

These cookies are essential to the functioning of the Services, to provide a service requested by you or to comply with the law (e.g. security requirements of data protection laws). These cookies will be collected once our website is loaded on your browser and cannot be turned off as we cannot provide the Services without them.

Cookie	Cookie Name	Purpose	Duration
Tencent Cloud First Party	uin	To check your login status	Session
Tencent Cloud First Party	skey	To check your login status	Session
Tencent Cloud First Party	s_url	To check your login status	Session
Tencent Cloud First Party	qcmainCSRFToken	To protect security of your login	Session
Tencent Cloud First Party	OwnerUin	To indicate user identity	Session
Tencent Cloud First Party	Appid	To indicate user identity	Session

Functionality Cookies

These cookies allow us to remember your preferences and choices you make on the site.

Cookie	Cookie Name	Purpose	Duration
Tencent Cloud First Party	language	To remember any selection a user has made about language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site.	180 days
Tencent Cloud First Party	intl_language	To remember any selection a user has made about language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site.	180 days
Tencent Cloud	Intl	To remember any selection a user has made about	180 days

First Party		language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site.	
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Performance Cookies

These cookies allow us to collect information about your online activity, including behavioral data and content engagement. They allow us to provide you with a better user experience and to maintain, operate and continually improve the Services.

Cookie	Cookie Name	Purpose	Duration
Tencent Cloud First Party	intl_sid	For user statistics ID	365 days
Tencent Cloud First Party	qcloud_from	To identify the source of visiting users	90 days
Tencent Cloud First Party	qcloud_visitId	To analyse website statistics	Session
Tencent Cloud First Party	sajssdk_2015_cross_new_user	To identify new users who are visiting the webpage for the first time	until 11:59 p.m. of the same day
Tencent Cloud First Party	sensorsdata2015jssdkcross	To identify user, device settings and mode of entering the webpage, for the purposes of identifying first time visitors of the website on an annual basis.	2 years

3. HOW TO MANAGE OR DELETE COOKIES?

We use cookies when providing our Services to make sure you can use and enjoy our Services easily. Some of the cookies are essential and we cannot provide our Services without them, but there are others that can be turned off. You have the right to choose whether or not to accept non-essential cookies and we have explained how you can exercise this right below. However, please note that if you choose to refuse or, at a later stage, opt-out of certain cookies or other essential locally stored data, you may not be able to use the full functionality of the Services.

Most devices (in the case of mobile applications) and browsers (in the case of web apps and pages) allow you to change your cookie settings. These settings will typically be found in the “options” or “preferences” menu of your browser. This lets you control your cookie settings so that you can:
see what cookies or other locally stored data are used and delete them on an individual basis

block third party cookies
block cookies from particular sites
block all cookies from being set
delete all cookies when you close your browser

For more information on how to manage popular browsers, please see below:

Cookie settings in Chrome for web and Android

Cookie settings in Safari web and iOS

[Cookie settings in Internet Explorer](#)

Cookie settings in Firefox

You can change the settings for the cookies we use in our Services at any time in our preference center.

How to opt out of third party cookie use

If you want to reduce your settings at any time (for example, if you accept all cookies, but later decide you do not want a certain type of Cookie) you can use your browser settings to remove any third party cookies or similar technologies dropped on your previous visit. To opt out of Google Analytics' use of cookies, a Chrome browser add-on is available.

If you would like to find out more about cookies and their use on the Internet, you may find the following link useful: [All About Cookies](#).

4. CHANGES TO THIS COOKIES POLICY

We will update this Cookies Policy to reflect changes in our practices and services. When we post changes to this Cookies Policy, we will revise the "Last Updated" date at the top of this Cookies Policy. If we make any material changes in the way we collect, use, and/or share information held in cookies, we will notify you by prominently posting notice of the changes when you log in to or use the Services. We recommend that you check this page from time to time to inform yourself of any changes to this Cookies Policy.

5. COOKIES THAT HAVE BEEN SET IN THE PAST

If you have disabled one or more cookies, we may still use information collected from cookies prior to your disabled preference being set, however, we will stop using the disabled cookie to collect any further information.

6. CONTACT US

If you have any questions or comments about this Cookies Policy, please contact us via email at cloudlegalnotices@tencent.com.

Event Registration Instructions

Last updated : 2020-07-22 16:53:00

Event Registration Instructions

If you choose the following contact methods, it means that you are aware of the following:

SMS

By checking the checkbox, you represent the owner of the phone number provided, and authorize Tencent to send marketing information (as well as service updates and other non-marketing information) to the phone number via SMS. Receiving such information does not necessarily mean purchasing Tencent products or services. SMS fees may be incurred by this subscription service, and are charged according to your phone plan (please contact your telecommunications services provider for more information about SMS rates and services). You can reply "STOP" or follow the instructions in the SMS message to unsubscribe at any time. If you have any questions, please contact us using the contact information in the [Privacy Policy](#).

Email

By checking this checkbox, you agree to provide Tencent with your email address so that we can contact and offer you updates and marketing information on Tencent products and services. You can unsubscribe at any time by clicking the unsubscribing link in the email. If you have any questions, please contact us using the contact information in the [Privacy Policy](#).