

# **API Gateway**

# **Service Level Agreement**

# **Product Documentation**



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## Service Statement

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# Service Level Agreement

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**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 ≥ 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 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)