

# **Tencent Real-Time Communication**

## **Service Level Agreement**

### **Product Documentation**



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## Service Statement

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# Service Level Agreement

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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.

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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
≥ 99.5% and < 99.9%	10% of the Monthly Service Fee
≥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 (5<sup>th</sup>) 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)