

SSL Certificate Service SSL Service Level Agreement Product Documentation





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SSL Service Level Agreement

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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 Terms of Service. 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 = $(1 - \text{Service Downtime within the Service period of SSL certificate CRL/OCSP service / total time within the Service period of SSL certificate CRL/OCSP service) × 100%$

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 (= $30 (day) \times 24 (hour) \times 60 (minute) \times 99.99\%$). 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

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.
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)