

StreamLive

Related Agreement

Product Documentation



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Service Statement

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Contents

Related Agreement

Service Level Agreement

Related Agreement

Service Level Agreement

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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” = $(1 - \text{Unavailability Minutes within the Service Month} / \text{Total Minutes within the Service Month}) \times 100\%$.

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)