

# **TDMQ for RabbitMQ**

## **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 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)