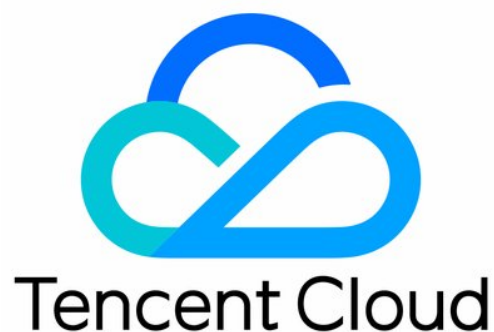


**TDMQ for RocketMQ**  
**TDMQ FOR ROCKETMQ SERVICE**  
**LEVEL AGREEMENT**  
**Product Documentation**



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# TDMQ FOR ROCKETMQ SERVICE LEVEL AGREEMENT

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To use the Tencent Distributed Message Queue (“TDMQ”) for RocketMQ Service (the “Service(s)”), you shall read and comply with this TDMQ for RocketMQ 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, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability clause, disclaimer clause, and other terms involving your material rights and interests shall be highlighted 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 TDMQ for RocketMQ

“TDMQ for RocketMQ” is a distributed high-availability message queue service, which can provide a reliable, message-based asynchronous communication mechanism and transfer information between different applications (or different components of the same application) deployed in a distributed manner, and can be stored in a reliable and effective queue to prevent message loss. TDMQ for RocketMQ supports multiple processes to read and write at the same time, sending and receiving do not interfere with each other, and applications or components do not need to be running all the time.

### 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 ServiceMonth 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 Total Minutes within the Service Month

“Total Minutes within the Service Month” is counted as the service days of a client under a Tencent Cloud account in a Service Month  $\times$  24 (hours)  $\times$  60 (minutes).

## 1.4 Service Unavailability

“Service Unavailability” means within 1 minute, all client requests that attempt to invoke the API specified by TDMQ for RocketMQ for message production/publishing, message consumption, and message acknowledgement fail.

## 1.5 Service Unavailability Minutes

“Service Unavailability Minutes” refer to the time difference between Service Unavailability resolution moment and Service Unavailability start moment. “Unavailability Time” refers to the time from the service failure moment to the returning-to-normal moment, including maintenance time.

Service Unavailability Minutes are counted only if the service failure time exceeds 5 minutes. If the time from the service failure moment to the returning-to-normal moment is less than 5 minutes (i.e. the actual Unavailability Time does not exceed 5 minutes), it shall not be counted in the Service Unavailability Minutes.

## 1.6 Unavailability Minutes within the Service Month

“Unavailability Minutes within the Service Month” refers to the sum of the Service Unavailability Minutes of a client under a Tencent Cloud account within a Service Month.

## 1.7 Monthly Service Fee

“Monthly Service Fee” means the cash service fees paid by a client for the TDMQ for RocketMQ under a Tencent Cloud account in a Service Month, excluding the purchased but unconsumed portion. Monthly Service Fee does not include the fees offset by vouchers, coupons, service fee deductions, etc.

## 2. SERVICE AVAILABILITY

### 2.1 Calculation Method of Service Availability

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

### 2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95% (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 (Compensation Plan) of this Agreement.

Assuming that the Total Minutes within the Service Month for a Service is  $30 \times 24 \times 60 = 43200$  minutes, there can be an Unavailability Time of  $43200 - 43200 \times 99.95\% = 21.6$  minutes.

## 3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Availability Standard, compensation can be obtained as per the following terms:

### 3.1 Compensation Standard

1. Compensation will be provided in the form of vouchers issued by Tencent Cloud, and after you receive the voucher, 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 that respective month (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% 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.

## 4. DISCLAIMER

For Service Unavailability or Service Availability Standard not met caused by the following reasons, Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to reaching or exceeding the limit of the actual size of the service purchased.
- 4.2 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.3 Unavailability due to defects in data flow or management flow caused by open source community.
- 4.4 Unavailability due to attacks or other misconduct on your application interfaces or data after Tencent Cloud takes reasonable technical and organizational measures.
- 4.5 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.6 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.7 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.

4.8 Message delivery delay due to your own reasons, including but not limited to message accumulation caused by your slow message processing.

4.9 Scheduled message errors due to your own reasons, including but not limited to error caused by inconsistent server clocks and inconsistent time zones.

4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.

## 5. MISCELLANEOUS

5.1 You understand that Tencent Cloud cannot guarantee that the Services are defectless, but Tencent Cloud will try its best to continuously improve the service quality and service level. Therefore, you agree that even if there are defects in the Services, if the aforementioned defects are unavoidable due to the technical level of the industry at that time, it will not be regarded as a breach of contract by Tencent Cloud. You agree to cooperate with Tencent Cloud to solve the above defects.

5.2 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.

5.3 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.

5.4 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, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)