

Risk Control Engine

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 Cloud Risk Control Engine Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Risk Control Engine 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, compensation plans, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations of liability clause, disclaimer clause, and other terms involving your material rights and interests may 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 “**Risk Control Engine Service**” provided by Tencent Cloud refers to the services provided by Tencent Cloud based on the authorized business data provided by you, and combined with Tencent’s technology capability of business security risk analysis to help you carry out business security risk control and defense, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 “**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 “**Failed Request**” refers to the normal request that does not reach the service server due to the failure of the service system.

1.4 “**Valid Total Request**” refers to all requests received by the server side of the Services.

1.5 “**Error Rate**” = (Failed Requests per minute/Valid Total Requests per minute) × 100%.

1.6 “**Service Unavailability**” is counted within 1 minute if the Error Rate of the Services in this minute is greater than 1%.

1.7 “**Service Unavailability Time**” refers to the time difference between Service Unavailability resolution moment and Service Unavailability start moment. Each Service Unavailability Time is counted in minutes, and the part of less than 60 seconds is counted as 1 minute. For example, if the Service Unavailability start moment is January 10,

14:01:01, and the Service Unavailability resolution moment is January 10, 15:01:29, the Service Unavailability Time is 60 minutes and 28 seconds. Because 28 seconds is less than 1 minute, it shall be counted as 1 minute. Therefore, the actual Service Unavailability Time is 61 minutes.

1.8 **“Total Minutes within the Service Month”** = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.9 **“Unavailability Minutes within the Service Month”** refers to the sum of the minutes of Service Unavailability Time within the Service Month.

2. SERVICE AVAILABILITY

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

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99% (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 call times compensated by Tencent Cloud, and you must comply with the usage rules of the Services (including usage period, etc., subject to the related rules published on the website of Tencent Cloud). The call times compensated cannot be exchanged for cash, or be accompanied by invoices. Such call times can only be used for the Services through your corresponding cloud account. The call times cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, call times will be compensated according to the number of Failed Requests during the Service Unavailability Time, and the compensation will be calculated separately according to the corresponding Service Month. The total number of call times compensated shall not exceed the corresponding call times used by you for the Services for that respective month. The number of call times compensated = the number of Failed Requests during the Service Unavailability Time × 10.

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 Services does not meet the Service Availability Standard, you may file 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) Instance ID of the Service Unavailability.
- (2) Service Unavailability Time and other relevant certificates.

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 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.2 Unavailability due to network, device failure or configuration adjustments other than Tencent Cloud devices.
- 4.3 Unavailability due to attacks or other misconduct on your application interfaces or data.
- 4.4 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 4.5 Unavailability due to your negligent authorization, incorrect operation, your own equipment or third party software or equipment.
- 4.6 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.7 Failed Request, suspension or termination of services due to your violation of the Tencent Cloud Service Agreement, usage rules, terms of service of the Services, etc.
- 4.8 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.9 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 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. If you have used the Services for more than 12 months, Tencent Cloud's aggregated liability shall not exceed the total fees you have paid to Tencent Cloud for the Services during the 12-month period prior to the occurrence of the damage (for the avoidance of doubt, such fees refer to the cash you have paid actually for using the Services, excluding vouchers and prepaid but unutilized fees, etc.).

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