

# **Data Security Governance Center**

## **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 Data Security Center Service (the “Service”), you shall read and comply with this Tencent Cloud Data Security Center 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, compensation plan and disclaimer 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, are 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 Tencent Cloud Data Security Center Service

Refers to sensitive data identification, classification and hierarchization, risk detection and other services provided by Tencent Cloud by connecting to your (the “Client”) data assets. The specific content of the services shall be subject to the Service you purchase, and the contents actually provided by Tencent Cloud.

### 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

Total Number of Minutes within Service Month(s) = the total number of days of the Service Month(s) × 24 (hours) × 60 (minutes).

### 1.4 Service Unavailability

**Service Unavailability refers to the unavailability of the Service, which includes the following two types:**

(1) **Unavailability of management function:** means that you cannot operate the relevant functional configuration items in the interface by the steps described in the operation guide, despite normal login of the service console within the scope of authorization.

(2) **Unavailability of classification and hierarchization function:** means that you cannot perform the operations such as data identification, classification and hierarchization to process the supportable data assets as committed in the operation guide through the Service, even though you make correct configuration in full compliance with the operation guide.

### 1.5 Service Downtime

Service Downtime = the time when the Service Unavailability is fixed – the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the time when the Service Unavailability starts is January 10 at 14:01:01, and the time when the Service Unavailability is fixed is January 10 at 15:01:29, the Service Downtime will be sixty (60) minutes and twenty-eight (28) seconds. Since twenty-eight (28) seconds is less than one (1) minute, it will be rounded up to one (1) minute, so the Service Downtime will be sixty-one (61) minutes.

### 1.6 Service Downtime within Service Month(s) Calculated in Minutes

Service Downtime within Service Month(s) Calculated in Minutes refers to the total number of minutes of the Service Downtime within Service Month(s). For example, if the Service Unavailability takes places three times within Service Month(s), and the Service Downtime is 10 minutes, 20 minutes, and 30 minutes respectively, the Service Downtime within Service Month(s) Calculated in Minutes will be sixty (60) minutes.

## 2. Service Availability

### 2.1 Calculation of the Service Availability

Service Availability =  $\{(\text{Total number of minutes within Service Month(s)} - \text{Service Downtime within Service Month(s) Calculated in Minutes}) / \text{Total number of minutes within Service Month(s)}\} \times 100\%$ .

### 2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud should not be less than **99.9%**. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

## 3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the 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 (not cash) \*\***by Tencent Cloud, and 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 in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall be the cash you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.0%	10% of the Monthly Service Fee
Less than 99.0% but is or higher than 98.0%	20% of the Monthly Service Fee
Less than 98.0%	50% 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 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 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.**

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, 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 detailed description of the incident;

- (2) the specific date, time, duration and other details related to the Service Unavailability;
- (3) the database and resources node IP, open port, database table name and other information related to the Service;
- (4) other information Tencent Cloud reasonably requires you to provide.

## 4. Disclaimer 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 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;

4.2 the Service is unavailable due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud);

4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;

4.4 the Service is unavailable due to your violation of any Tencent Cloud products' terms;

4.5 the Service is unavailable due to your non-payment or delay in payment;

4.6 the Service is unavailable due to a severe malfunction of a network operator;

4.7 the Service is unavailable due to your non-compliant or illegal use of Tencent Cloud products;

4.8 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);

4.9 the Service is unavailable due to any event of force majeure;

4.10 the Service is unavailable due to the number of databases exceeding the service specification of the Data Security Center product you purchase;

4.11 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.12 any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);

4.13 any other circumstances in which Tencent Cloud will be exempted or disclaimed from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

You understand and agree that the functions of the Service including sensitive data identification, classification and hierarchization and risk detection, only provide you with the relevant mode identifications or detection results (the "Analysis Results") related to the request you submit, and you should analyze and judge whether the Analysis Results are in compliance with the data you submit. Tencent Cloud does not promise the authenticity, accuracy and applicability of the Analysis Results. The

**Analysis Results provided by the Service do not constitute any explicit or implicit opinions or promises of Tencent Cloud to any entity, and do not stand for affirmative or negative position of Tencent Cloud. Tencent Cloud shall not be liable for any losses caused by your use or reference to the content or information of the Analysis Results.**

## 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. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).**

5.2 You agree and acknowledge that, the data you store or upload to the Service, or use the Service to identify, analyze or process by any other means is the data you collect, obtain or produce legally, and you have the full authorization of the relevant information owners and promise to be entitled to process the data through the Service.

5.3 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.

5.4 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)