

# **Tencent Cloud Firewall 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 Cloud Firewall Service(the “Service” or “CFW”), you shall read and comply with this Tencent Cloud Cloud Firewall 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/Service Availability Standard, 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 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 Cloud Firewall Service, CFW

Cloud Firewall Service refers to the cloud firewall and related technical support services as shown on the official website of Tencent Cloud, subject to the specific services purchased by you and the services 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.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within Service Month) / Total Number of Minutes within Service Month) × 100%

## 2.2 Additional Definitions

Total Number of Minutes within Service Month(s) refer to the total cumulative minutes of the Service you purchase in a Service Month.

Service Downtime Calculated in Minutes within Service Month(s) refers to the minutes in which the Service is unavailable in a Service Month. If all attempts to connect to the Service fail in a certain minute, the Service would be deemed as unavailable in such minute.

## 2.3 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.5% (“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 Section 3 of this Agreement.

# 3. Compensation Plan

In respect of the Service, if the Service Availability 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 you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on the official website of Tencent Cloud). Such voucher cannot be converted into cash, and no invoice will be issued in respect thereof. The voucher may only be used to purchase the Service via 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 fails to meet the Service Availability Standard in a Service Month, the amount of compensation shall be calculated for such Service Month in which the Service fails to meet the Service Availability Standard separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for the Service in such Service Month** (the Monthly Service Fee in this paragraph 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 99.5% 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

Service Availability in a Service Month	Value of Compensational Voucher
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 Service Month in which the Service fails to meet the Service Availability 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 report describing the scanning process.
- (2) The specified date, time, duration and other details on the service unavailability, and related screenshots.
- (2) 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 or fails to meet the Service Availability Standard 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 or fails to meet the Service Availability Standard 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 or fails to meet the Service Availability Standard due to your failure to use the products in accordance with the specification required by Tencent Cloud.

4.4 The Service is unavailable or fails to meet the Service Availability Standard due to your violation of any Tencent Cloud product policy or documentation.

4.5 The Service is unavailable or fails to meet the Service Availability Standard due to your non-payment or delay in payment.

4.6 The Service is unavailable or fails to meet the Service Availability Standard due to serious failure of network operator.

4.7 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use Tencent Cloud products in accordance with applicable regulations or your illegal use of Tencent Cloud products.

4.8 The Service is unavailable or fails to meet the Service Availability Standard due to any event of force majeure.

4.9 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.

4.10 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

4.11 The Service shall be used for the normal commerce, scientific research and other businesses in compliance with the applicable laws and regulations, and shall not be used for any illegal businesses, otherwise Tencent has the right to stop providing the Service to you.

4.12 You shall read the guidelines and instructions of the Service carefully, make your own judgement about whether the functions of the Service and related services are suitable for your business, and operate in accordance with the relevant guidelines. You shall be responsible for any losses caused by the strategy failure due to your incorrect operation, so please take the risk and operate carefully.

## 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)