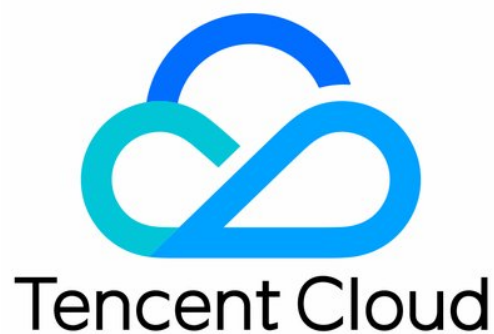


Application Performance Management APM Policy Product Documentation



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Last updated : 2023-12-25 16:06:01

1. INTRODUCTION

This Module applies if you use Application Performance Management (“**Feature**”). This Module is incorporated into the privacy policy located at (“**Privacy Policy**”). Terms used but not defined in this Module shall have the meaning given to them in the Privacy Policy. In the event of any conflict between the Privacy Policy and this Module, this Module shall apply to the extent of the inconsistency.

2. CONTROLLERSHIP

The controller of the personal information described in this Module is as specified in the Privacy Policy.

3. AVAILABILITY

This Feature is available to users globally but primarily intended for users located in the same country/region as the selected service region for optimal performance.

4. HOW WE USE PERSONAL INFORMATION

We will use the information in the following ways and in accordance with the following legal bases:

Personal Information	Use	Legal Basis
Access Log Data: request ID, time, your authorized user’s operation behavior (message)	We use this information: To analyze performance of the Feature; To provide after-sales services to you; To optimize and improve the quality	We process this information as it is necessary for us to perform our contract with you to provide the Feature.

of the Feature.

5. HOW WE STORE AND SHARE PERSONAL INFORMATION

As specified in the Privacy Policy.

6. DATA RETENTION

We will retain personal information in accordance with the following:

Personal Information	Retention Policy
Access Log Data	We retain such data for as long as you use the Feature. When your use of the Feature is terminated, we will delete this data after thirty (30) days.

Data Processing And Security Agreement

Last updated : 2023-12-25 16:49:58

1. BACKGROUND

This Module applies if you use Application Management System (“**Feature**”). This Module is incorporated into the Data Processing and Security Agreement located at (“**DPSA**”). Terms used but not defined in this Module shall have the meaning given to them in the DPSA. In the event of any conflict between the DPSA and this Module, this Module shall apply to the extent of the inconsistency.

2. PROCESSING

We will process the following data in connection with the Feature:

Personal Information	Use
<p>Span data: Data transmission between applications, interfaces and methods: component, span kind, status code, traceID, IP, spanID, host name, and any other custom parameters set or customized by you</p>	<p>We only process this data for the purposes of providing the Feature to you. Please note that this data is also shared with (but not stored by) our Tencent Cloud Observability Platform (“TCOP”) feature to enable/trigger alarms in CM.</p>

3. SERVICE REGION

As specified in the DPSA.

4. SUB-PROCESSORS

As specified in the DPSA.

5. DATA RETENTION

We will store personal data processed in connection with the Feature as follows:

Personal Information	Retention Policy

Span Data	We retain such data for as long as your chosen data retention time limit (you may choose any storage period of up to 30 days).
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You can request deletion of such personal data in accordance with the DPSA.

6. SPECIAL CONDITIONS

You must ensure that this Feature is only used by end users who are of at least the minimum age at which an individual can consent to the processing of their personal data. This may be different depending on the jurisdiction in which an end user is located.

Application Performance Management Service Level Agreement

Last updated : 2024-01-29 17:50:03

To use the Tencent Cloud Application Performance Management Service (the “Service(s)”), you shall read and comply with this Application Performance Management 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, 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 Application Performance Management provided by Tencent Cloud (APM)

“APM” refers to a background service performance management platform provided by Tencent Cloud, which is based on the mainstream OpenTelemetry open source protocol and supports a variety of mainstream frameworks and programming languages to provide you with a one-stop link tracking solution.

1.2 Service Period

The availability of APM statistics is counted according to service period. A “Service Period” is 1 natural month.

1.3 Valid Request

“Valid Request” refers to each request received by the server side of APM.

1.4 Failed Request

“Failed Request” refers to each request that the server side of APM failure to receive.

1.5 Error Rate per 5 Minutes

Error rate is calculated in units of 5 minutes as follows. “Error Rate per 5 Minutes” = (Failed Requests per 5 minutes/Total Valid Requests per 5 minutes) × 100%.

1.6 Monthly Service Fee

“**Monthly Service Fee**” refers to the total service fees paid by a client for the Services under a Tencent Cloud account in a natural month.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

“**Service Availability**” = $(1 - (\sum \text{Error Rate per 5 Minutes within the Service Period} / \text{Total Number of 5 Minutes within the Service Period})) \times 100\%$

(Note: “**Total Number of 5 Minutes within the Service Period**” = 12 × 24 × the number of calendar days within the Service Period)

2.2 Service Availability Standard

The **Service Availability of the Services provided by Tencent Cloud shall not be less than 99.5%** (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 **vouchers** issued by Tencent Cloud, and 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 “**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 (“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 caused by third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party supplier.
- 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 the misoperation caused by your negligence or the operation authorized by you. For example, user active reconstruction, etc.
- 4.6 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.7 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.8 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.
- 4.9 Other force majeure factors.

5. THIRD-PARTY SOFTWARE OR TECHNOLOGY

5.1 This software (the “**Software**”) may use third-party software or technology (including open source code and public domain code that may be used by the Software, the same below), and such use has been legally authorized.

5.2 If the Software uses third-party software or technology, Tencent Cloud will, in accordance with relevant laws and regulations or agreements, display relevant agreements or other documents through attachments to this Agreement, packaging in specific folders of the installation package of the Software, or through open source software pages, etc. They may be expressed as “Software License Agreement”, “Authorization Agreement”, “Open Source License”, or other forms. The aforementioned relevant agreements, other documents and web pages displayed in various forms are an indivisible part of this Agreement and have the same legal effect as this Agreement, and you shall comply with these requirements. If you do not comply with these requirements, the third party or the state authority may bring a lawsuit, impose a fine or take other sanctions against you, and require Tencent to provide assistance, and you shall bear the legal responsibility.

6. MISCELLANEOUS

6.1 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.

6.2 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.

6.3 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.