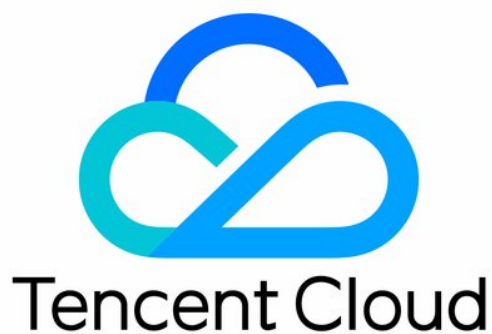


# **Tencent Cloud Mini Program Platform Agreements Product Documentation**



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# Agreements

## Service Level Agreement

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To use the Tencent Cloud Mini Program Platform Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Mini Program Platform 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, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention 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 Tencent Cloud Mini Program Platform Services (“TCMPP”)

Tencent Cloud Mini Program Platform integrates Tencent's technical capabilities in mini program development, testing, publishing, operation and container management, and provides enterprise customers with a technical platform covering the mini program life cycle. Core Services include developer tools IDE, preview and debugging App, Android container SDK, iOS container SDK, platform management, etc., to help enterprises and organizations build mini program services, subject to the Service you purchase and the Service contents provided by Tencent Cloud.

### 1.2 Service Unavailability

It will be deemed as “Service Unavailability” if the Services are interrupted due to equipment problems, computer room problems, product function problems or improper operation of Tencent Cloud. Otherwise, it will not be deemed as Service Unavailability and the corresponding time will not be counted as Unavailability Time.

### 1.3 Service Unavailability Time

Within a certain continuous minute, when your account accesses the TCMPP functions provided by the Mini Program Platform, such as checking for updates, mini program release, mini program download, mini program management,

etc., and the Service interface continues to fail requests, then this minute is counted as “Service Unavailability Time”, and any time less than 1 minute is not counted as Service Unavailability Time. The “Service Unavailable Minute” is the sum of the Service Unavailable Time in a Service Month.

## 1.4 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 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.

## 1.5 Total Service Minutes in The Service Month

It is counted as number of days in the Service Month \* 24 (hours) \* 60 (minutes).

# 2. SERVICE AVAILABILITY/SERVICE SUCCESS RATE

## 2.1 Calculation of Service Availability/Service Success Rate

“Service Availability” =  $(1 - \text{Service Unavailable Minutes in The Service Month} / \text{Total Service Minutes in The Service Month}) \times 100\%$

## 2.2 Service Availability Standard/ Service Success Rate Grade Indicator

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.9% (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. If the Service Availability we promise is 99.9%, the availability time of Tencent Browsing Service in June should be  $30 (\text{days}) \times 24 (\text{hours}) \times 60 (\text{minutes}) \times 99.9\% = 43156.8$  minutes, that is,  $43200 - 43156.8 = 43.2$  minutes of Service Unavailability Time is allowed.

# 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 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 the respective month (excluding fees offset by vouchers, coupons, service fee deductions, etc.).**

Service availability for the service month	Compensation voucher amount
Less than 99.9% 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.

### 3.3 Materials for Claims

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least your user ID and the order ID for purchasing the Service.

## 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 fault drill.
- 4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.3 Unavailability due to your application interface or data being attacked or suffering from any failure caused by other improper behavior.
- 4.4 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.
- 4.5 Unavailability due to failures caused by 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 Unavailability not attributed to Tencent Cloud.
- 4.8 Service request failures, Service suspensions or terminations due to your violation of the Tencent Cloud Service Agreement, the terms of the Services, usage rules of this Services, etc.
- 4.9 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud, which exempt Tencent Cloud from any liability or release Tencent Cloud from compensation liability, etc.

## 5. MISCELLANEOUS

- 5.1 The parties confirm and acknowledge that in any case, if you suffer losses due to Tencent Cloud's breach of contract during the use of this Service, the total amount of Tencent Cloud's breach of contract compensation shall not exceed the total service fee corresponding to the corresponding breach of contract service that you have already paid. If the Service period of your use of this Service exceeds 12 months, Tencent Cloud's maximum compensation liability shall not exceed the total amount of fees you have paid to Tencent Cloud for this Service in the 12 months prior to the occurrence of the damage (for the avoidance of ambiguity, this fee refers to the actual cash you have paid for using this Service, excluding vouchers, prepaid but not actually consumed 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. For matters not specified in this Agreement, you shall comply with the provisions of the 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, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)



# Cloud Mini Program Platform – DPSA

Last updated : 2024-05-28 14:34:44

## 1. BACKGROUND

This Module applies if you use Tencent Cloud Mini Program Platform (TCMPP) (“**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
<b>Customer Associated Application Information:</b> User profile picture, Creator ID, application name, application ID, package name, Mini Program information (name, ID, classification tag, introduction and description, version number and version description, code package, address of the mini programs code package (client server end), domain name)	We only process this data for the purposes of providing the Feature to you, including troubleshooting. Unless otherwise requested by you or required by applicable laws, our personnel will not access this data.
<b>Customer Network Configuration Data:</b> Your permission and domain name configuration data	We only process this data for the purposes of providing the Feature to you, including troubleshooting. Unless otherwise requested by you or required by applicable laws, our personnel will not access this data.
<b>Customer Application’s End User Data:</b> End user device information (phone storage capacity, MCC/MNC, phone model, system version, firmware version, resolution, CPU information, device brand, system incremental version/visual version, Device manufacturer, device name, device platform, operator information); End user data relating to Feature and/or Customer Application functionalities / capabilities: device identifiers (IDFA); clipboard data, and associated data needed for troubleshooting;o location information (user’s precise geolocation will not be collected if	We only process this data for the purposes of providing the Feature to you, including troubleshooting. Unless otherwise requested by you or required by applicable laws, our personnel will not access this data.

Customer opts for getFuzzyLocation api); bluetooth information, and associated data needed for troubleshooting; Near-field communication (NFC) related information; End user device process list information; User agent of webview	
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### 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
Customer Associated Application Information Customer Network Configuration Data Customer Application's End User Data	This data is not stored by us.

### 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.

This Feature is not intended for the processing of sensitive data. You must ensure that this Feature is not used to transfer or otherwise process any sensitive data by you or your end users.

You represent, warrant and undertake that you are solely responsible for your use of the Feature and its respective functions, and you have and will only use the Feature and/or integrate the Feature in your product, service or platform (as applicable) in compliance with (i) applicable laws and (ii) app store rules, agreements, terms or guidelines applicable in respect of the collection, storage, processing, transfer, disclosure, and use of any end user data in connection with your product, service or platform that uses and/or integrates the Feature, including (without limitation)

the Apple Developer Agreement, Apple Developer Program License Agreement, App Store Review Guidelines, Google Play Developer Distribution Agreement, Developer Program Policy, Developer API Terms of Service, Google Play Best Practices, and Google Play Developer Resources, in each case as amended or replaced from time to time (**“App Store Rules”**).

You represent, warrant and undertake that you shall obtain and maintain all necessary consents from data subjects in respect of the processing of their personal data (as applicable) in respect of the Feature, in accordance with applicable laws and App Store Rules, and so as to enable us to comply with applicable laws. You agree you will indemnify and hold Tencent harmless from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this requirement. You acknowledge, understand and agree that (i) we do not make any representation or warranty or give any undertaking that this Feature will be in compliance with any applicable laws or regulations, and (ii) any reliance on or use of this Feature is at your sole risk.