

Web 应用防火墙 服务等级协议 产品文档



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服务等级协议

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In order to use the Tencent Cloud Web Application Firewall Service(the "Service" or WAF"), you shall read and comply with this Tencent Cloud Web Application 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, 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. Meanwhile, the Service involves security protection technology and some functions requires you configuration in accordance with the requirements of the Service. Please make sure to read the service rules of the Service carefully (including but not limited to the product documentation on the official website of Tencent Cloud). 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 Tencent Cloud Web Application Firewall, WAF

Tencent Cloud Web Application Firewall refers to the web security protection provided by Tencent Cloud to you ("**Customer**") through the Web Application Firewall, including website or App service security visualization analysis, OWASP TOP 10 protection, business BOT protection and website compliance protection, etc. The specific services are subject to the services you have purchased 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.

1.3 Service Unavailability

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The Service is deemed as unavailable ("Service Unavailability") if the following conditions exist within a continuous period of 1 minute or more:

- (1) The service request cannot reach the service server due to WAF's own reasons; or
- (2) The service server returns 4xx and 5xx status codes due to WAF's own reasons.

If the Service is unavailable for less than 1 minute (i.e., the duration of service unavailability for a single instance does not exceed 1 minutes), such circumstance shall not be deemed as Service Unavailability. For example, if the Service is continuously unavailable for 59 seconds, such circumstance shall not be deemed as Service Unavailability.

1.4 Service Downtime

Service Downtime = the time Service Unavailability is fixed - the time Service Unavailability starts. The Service Downtime is calculated by minutes, and any time less than 60 seconds is calculated by 1 minute. For example, the Service Unavailability start moment is 14:01:01 on 10 January, the Service Unavailability fixed moment is 15:01:29 on 10 January, the Service Unavailability time is 60 minutes and 28 seconds. 28 seconds is less than 1 minute, and it needs to be calculated by 1 minute, so this Service Downtime is 61 minutes.

1.5 Service Downtime Calculated in Minutes within Service Month(s)

The sum of Service Downtime calculated in minutes in a Service Month is Service Downtime Calculated in Minutes within such Service Month. For example, if the Service is unavailable 3 times in a Service Month and such Service Downtimes last for 10 minutes, 20 minutes and 30 minutes respectively, the Service Downtime Calculated in Minutes within such Service Month would be 60 minutes.

1.6 Total Number of Minutes within Service Month(s)

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

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $(1 - Service Downtime Calculated in Minutes within Service Month(s) / Total Number of Minutes within Service Month(s)) <math>\times 100\%$

2.2 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.95% ("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.

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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 refers to the actual amount you pay in cash, 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 99.95% 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
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.

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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. Tencent Cloud will not be held liable to you for the corresponding Service Unavailability and the unavailability of your business (if any, including but not limited to the interruption and inaccessibility of your business):

- 4.1 The Service is unavailable or fails to meet the Service Availability Standard due to the illegal or fraudulent act of you or your end users or any other act that poses a security threat to the Service provided by Tencent Cloud.
- 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 configuration or service rules (including but not limited to the product documentation on Tencent Cloud's official website, etc.) required by Tencent Cloud.
- 4.4 The Service is unavailable as the instance goes into the sandbox due to the peak value of your instance requests exceeding the quantity ordered by you (e.g., your business or attack traffic increase causes the instance requests peak value to exceed the quantity ordered).
- 4.5 The Service is unavailable, or your business is unavailable when the VIP address of the WAF changes because you have bound your business to the VIP address of the WAF instance.
- 4.6 In the circumstance where you authorize Tencent Cloud to create security group policies for the assets of your business source station on Tencent Cloud, the Service is unavailable, or your business is unavailable due to the failure of the distribution of the security group policy created by Tencent Cloud for reasons not attributable to the Tencent Cloud Web Application Firewall (e.g., your security group or source station instance restricts the issuance of policies for the Service, you change the security group policy by yourself, you cancel or skip the service role authorization to Tencent Cloud Web Application Firewall, etc.).
- 4.7 The Service is unavailable due to your non-payment or delay in payment.
- 4.8 The Service is unavailable due to serious failure of network operator.
- 4.9 The Service is unavailable due to various source station issues at your business side (e.g., source station bandwidth running full, source station IP exposure, source station server room failure, source station link network jitter, etc.).
- 4.10 Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the Tencent Cloud Service Agreement.
- 4.11 The Service is unavailable due to any event of force majeure.
- 4.12 The Service is unavailable due to any reason not attributable to Tencent Cloud.
- 4.13 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.

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5. Special Covenants

5.1 For SaaS-type Web Application Firewall, you should avoid binding your business to the VIP address of the WAF instance as the VIP address of the WAF may change. Otherwise, when the VIP address of the WAF changes, the Service will be unavailable, and your business connected to the WAF cannot be accessed normally.

5.2 For SaaS-type Web Application Firewall, as the back-to-origin EIP address of the WAF may change, you should adjust the security group policy configuration and release the changed back-to-origin EIP address segment of the WAF in time. Otherwise, when the back-to-origin EIP address of the WAF changes, the Service will be unavailable, and your business connected to the WAF cannot be accessed normally.

5.3 Tencent Cloud provides the Customers of SaaS-based Web Application Firewall with the function of automatically releasing the back-to-origin address of the WAF. You may authorize Tencent Cloud to release the back-to-origin EIP address segment of the WAF for the assets of your business source station on Tencent Cloud when the back-to-origin EIP address of the WAF changes, and Tencent Cloud will create a security group policy for the assets of your business source station on Tencent Cloud according to your authorization by calling the authorized interface. However, please note that the security group policies issued by Tencent Cloud are only limited to the back-to-origin EIP address segment after the change of the WAF, and other security group policies still need to be configured and adjusted by you, and you need to ensure that your security group and instance have no restriction on the security group policies issued by Tencent Cloud, otherwise the issuance of the related security group policies may fail.

6. Miscellaneous

6.1 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.

6.2 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.

6.3 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)

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