

Cloud Object Storage Related Agreements Product Documentation



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Service Statement

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Last updated : 2024-01-26 17:20:59

For details, see [COS Service Level Agreement](#).

Service Level Agreement

Last updated : 2024-01-26 17:20:59

Note:

This Service Level Agreement will officially come into effect from November 1, 2023, and until that date, the provisions of the previous version of the [COS Service Level Agreement](#) will be adhered to.

In order to use the Tencent Cloud Object Storage Service (the “Service”), you shall read and comply with this Tencent Cloud Object Storage Service Level Agreement (this “Agreement” or “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities Clauses.

Please carefully read and fully understand each provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, may be highlighted in bold, underlined, etc. 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 Object Storage, COS

Cloud Object Storage provides Customers with large-scale Web interface storage services. Customers can upload, download and manage data by calling the HTTP REST API provided by COS. Cloud Object Storage supports automatic scaling and is available on a prepaid or postpaid basis.

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 (as defined below) will be calculated separately for each Service Month.

1.3 Error Rate per 5 Minutes

Error Rate per 5 Minutes is the ratio of the number of Failed Request(s) (as defined below) returned by COS to the number of Customer's total request(s) in 5 minutes. It is calculated as follows:

$$\text{Error Rate per 5 Minutes} = \frac{\text{the number of Failed Request(s) in 5 minutes}}{\text{the number of Customer's total request(s) in such 5 m}}$$

1.4 Failed Request(s)

Refers to request(s) where the error code returned by COS is an internal server error code, including Internal Error (500 error) or Service Unavailable (503 error), but excluding the following situations:

1. Requests generated by calling the Get Bucket list (GetService) interface.
2. Requests that are executed asynchronously on the backend due to the configuration of cross-region replication, lifecycle rules.
3. Requests due to the timeout in the process of mirroring back to the origin station.
4. Requests due to the CallBack timeout.
5. Requests due to the UDF timeout.
6. Current limit requests due to triggering of frequency control.
7. Failed requests due to COS upgrades, changes, downtime.
8. Requests without authentication, with failed authentication, or in a state of out-of-service in arrears.
9. Customer-side requests for COS due to hacking.

1.5 Monthly COS Service Fee

Monthly COS Service Fee refers to the storage capacity, traffic, request, data retrieval or other storage management fees incurred for the use of Cloud Object Storage Service under a particular Tencent Cloud account of a Customer in a calendar month.

2. Service Availability

2.1 Calculation of Service Availability

Cloud Object Storage calculates the Service Availability of different storage types according to account and geography. For the same account in the same region, storage buckets and objects of the same storage type will be combined to calculate the Service Availability. The Service Availability of Cloud Object Storage is calculated as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{Total Number of Error Rates per 5 Minutes within Service Month(s)}}{\text{Total Number of 5 - minute units within Service Month(s)}} \right)$$

(**Note:** Total Number of 5-minute units within Service Month(s) = total number of days within Service Month(s) × 24 (hours) × 12)

2.2 Service Availability Standard

You can upload, download and manage data through the API, SDK, console or customer tools provided by Cloud Object Storage. For different storage types, Tencent Cloud promises that the Service Availability of COS will not be lower than the following standards:

Storage type	Service Availability
STANDARD	99.99%
MAZ_STANDARD	99.995%
STANDARD_IA	99.90%
MAZ_STANDARD_IA	99.95%
COLD/ARCHIVE/DEEP_ARCHIVE	99.00%
MAZ_COLD/ MAZ_ARCHIVE	99.50%
INTELLIGENT_TIERING	Adjust with tier transitions. In the high-frequency access tier, Service Availability may refer to STANDARD; in the low-frequency access tier, Service Availability may refer to STANDARD_IA.
MAZ_INTELLIGENT_TIERING	Adjust with tier transitions. In the high-frequency access tier, Service Availability may refer to MAZ_STANDARD; in the low-frequency access tier, service availability may refer to MAZ_STANDARD_IA.

In the event that the Service Availability within Service Month(s) fails to meet the above standards (except in the case of Disclaimer of Liabilities Clauses), you may file a work order claim against Tencent Cloud in accordance with Section 3 of this Agreement.

3.Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standard(s) of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, 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 fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly COS Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard**. The Monthly COS Service Fee herein does not include the fees deducted by vouchers, coupons, service fee reduction and exemption, etc.

Storage type	Service availability on a monthly basis	Compensation voucher amount
STANDARD	Less than 99.99% but equal to or higher than 99.90%	10% of total Monthly COS Service Fee
	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_STANDARD	Less than 99.995% but equal to or higher than 99.90%	10% of total Monthly COS Service Fee
	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
STANDARD_IA	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_STANDARD_IA	Less than 99.95% but equal to or higher than 99.00%	10% of total Monthly COS Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee

	Less than 95.00%	50% of total Monthly COS Service Fee
COLD/ARCHIVE/DEEP_ARCHIVE	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_COLD/MAZ_ARCHIVE	Less than 99.50% but equal to or higher than 99.00%	10% of total Monthly COS Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee

The Standard of Compensation for INTELLIGENT_TIERING adjusts with tier transitions. When the INTELLIGENT_TIERING is in the high-frequency access tier, the Standard of Compensation may refer to STANDARD; when it's in the low-frequency access tier, the Standard of Compensation may refer to STANDARD_IA. When MAZ_INTELLIGENT_TIERING is in the high-frequency access tier, the Standard of Compensation may refer to MAZ_STANDARD; when it's in the low-frequency access tier, the compensation criteria may refer to MAZ_STANDARD_IA.

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.

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 Any system maintenance or unavailability warnings with at least 7-day prior notice by Tencent Cloud.
- 4.2 Any failures caused by any networks, equipment or configurations that are not part of Tencent Cloud's facilities.
- 4.3 Any failures caused by attacks or any other misconduct on Customer's application interfaces or data.
- 4.4 Any failures caused by the Customer's negligent authorization, incorrect operation, the Customer's own equipment or third-party software or equipment.
- 4.5 Any failures caused by force majeure and accident.
- 4.6 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.
- 4.7 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.

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)

Note:

If you have questions about the calculation of availability, see [the COS availability calculation example](#).