

TMDI CLOUD ALPHA EDGE Service Level Agreement (“SLA”)

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**TMDI CLOUD ALPHA EDGE
Service Level Agreement ("SLA")**

PREAMBLE

General Terms

1. Definitions

"Service Cycle" means a natural month.

"Total Time of Service Cycle" means the total minutes during every Service Cycle.

"Service Unavailable" will be defined for each Service in the Service Specific Terms thereafter. Service Unavailable does not include the situation that Cloud Service is unavailable due to the disclaimers described below and disclaimers in the following service specific terms.

"Service Unavailable Duration" means all the time when the Service is unavailable during a Service Cycle. If the duration is less than one month, it is still regarded as one month. Service Unavailable Duration cannot be calculated more than once. Every Service Unavailable Duration cannot be calculated again after the compensation being applied for.

"Service Availability" means during a Service Cycle, the service available percentage per Service Cycle achieved by the Cloud Service given in this SLA.

"Monthly Service Fee" means service fees paid by customers for the Services in a Service Cycle. For example, if the customer pays the service fee of several months at a time, the Monthly Service Fee is calculated as the total service fees paid divided by the total number of month.

2. Service Credit

Service Credit: In the event TMDI does not meet the commitment on the Service Availability Rate specified in this SLA, you will be eligible to receive service credit as described below, which is the sole and exclusive remedy for any performance or availability issues for any Services under the Customer Agreement and this SLA.

Time limit for application: you can apply for service credit in each Service Cycle after the bill are settled. The application must be filed within two (2) months after the end of the Service Cycle in which the incident that's the subject of the claim occurred. Applications beyond the time limit will not be accepted. TMDI will make a reasonable assessment of all information provided to us and make a good faith decision on whether the service credit is owned.

3. Disclaimers

This SLA does not apply to any performance and availability issues:

- a. caused by force majeure;
- b. that arise during the period when your Services are suspended or terminated according to the Customer Agreement;
- c. caused by you or any third party;
- d. caused by daily service maintenance;
- e. that arise due to your failure to comply with the operation guidance of the Services;
- f. caused by a serious problem of the network operator.

Service Specific Terms

Content Delivery Network (CDN)

1. Definitions

Number of 5xx response errors in five minutes: Number of 5xx errors returned by the domain name due to CDN system problems in five minutes.

Number of failed requests due to node unavailability in five minutes: If a node is unavailable, calculate the number of requests per five minutes based on the statistics of the first seven days, and then convert it to the number of failed requests due to node unavailability in five minutes.

Error in five minutes = (Number of 5xx response error in five minutes + Number of failed requests due to node unavailability in five minutes) / Total number of requests in five minutes of the domain name

"Service Unavailability" means the CDN system log shows that the error rate of CON was greater than 0.05% within five (5) minutes because of TMDI.

2. Disclaimers

If you will have a sharp increase in CDN bandwidth usage (greater than or equal to 30% of the billed bandwidth for last month), you must submit a service ticket to inform us at least three (3) business days in advance. Otherwise, TMDI will not be responsible for service unavailability resulting from this.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of CDN per Service Cycle not less than 99.9%.

4. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.9%	10%
Service Availability Rate < 99%	25%

Advanced Anti-DDoS (AAD)

1. Definition

Service Unavailability is the status that an AAD system was inaccessible and incapable of forwarding traffic for five (5) or more consecutive minutes. Duration of the inaccessibility and incapability that lasts shorter than five (5) minutes shall not be included.

2. Disclaimers

This SLA does not apply to any performance or availability issues:

- 1) Due to security threats or fraud or illegal acts caused by you or your end users to the Services;
- 2) Issues in the back-end origin server, such as fully occupied bandwidth, exposed IP address, data center faults, and/or link jitter;
- 3) Black holes caused by attack traffic exceeding your purchased AAD capability.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of AAD per Service Cycle not less than 99.9%.

4. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
99.8% ≤ Service Availability Rate <99.9%	10% of Monthly Service Fee
99.5% ≤ Service Availability Rate <99.8%	20% of Monthly Service Fee
Service Availability Rate <99.5%	50% of Monthly Service Fee

Elastic Cloud Server (ECS)

1. Definitions

Single Elastic Cloud Server Unavailability means the Elastic Cloud Server (ECS) system log shows that ECS was inaccessible for one (1) or more consecutive minutes because of TMDI.

Multi-Availability Zone Service Unavailability in One Region means the Elastic Cloud Server (ECS) system log shows that ECS in multi-availability zones in one region was inaccessible for one (1) or more consecutive minutes because of TMDI.

2. Disclaimers

This SLA does not apply to any performance or availability issues:

- 1) Data kept by local disks, for example, the data of disk-intensive, ultra-high I/O and/or GPU- accelerated ECS stored in a local disk may be lost due to the damage of that disk.
- 2) Caused by your operations such as stopping or restarting ECS instances or detaching cloud disks on the console, through APIs, at the command-line interface (CLI), or by other means.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/ Total Time of Service Duration* 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of Single Elastic Cloud Server Unavailability per Service Cycle no less than 99.95%; Multi- Availability Zone Service Unavailability per Service Cycle no less than 99.99%.

4. Service Credit

If we fail to meet the commitment above on ECS Service availability rate, TMDI will provide you with the below service credit:

Single Elastic Cloud Server:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate $< 95\%$	100% of Monthly Service Fee

Multi-Availability Zone Service Unavailability in One Region

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.99\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate $< 95\%$	100% of Monthly Service Fee

Elastic Load Balance (ELB)

1. Definition

Service Unavailability means the ELB system log shows that ELB was inaccessible for one (1) or more consecutive minutes or ELB failed to distribute the traffic because of TMDI.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of ELB per Service Cycle not less than 99.95%.

3. Service Credit

If we fail to meet the commitment above on ELB Service Availability Rate, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
Service Availability Rate $< 99\%$	30% of Monthly Service Fee

Elastic Volume Service (EVS)

1. Definition

Service Unavailability means the Elastic Volume Service (EVS) system log shows that EVS was inaccessible for one (1) or more consecutive minutes because of TMDI.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of EVS per Service Cycle not less than 99.95%.

3. Service Credit

If we fail to meet the commitment above on EVS Service Availability Rate, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Object Storage Service (OBS)

1. Definition

Service Unavailability means the OBS system log shows that OBS was inaccessible for five (5) or more consecutive minutes because of TMDI.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

3. Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of data stored in a single availability zone per Service Cycle no less than 99.9%; data stored in three availability zones per Service Cycle no less than 99.95%; and OBS Infrequent Access storage per Service Cycle no less than 99%.

4. Service Credit

If we fail to meet the commitment above on OBS Service Availability Rate, TMDI will provide you with the below service credit according to different storage classes in different AZ deployment:

Data stored in a single AZ:

Service Availability Rate	Service Credit
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95% ≤ Service Availability Rate <99.9%	30% of Monthly Service Fee
Service Availability Rate <95%	50% of Monthly Service Fee

Data stored in three AZs:

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate <99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate <99%	30% of Monthly Service Fee
Service Availability Rate <95%	50% of Monthly Service Fee

Infrequent Access (single AZ)/Archive:

Service Availability Rate	Service Credit
95% ≤ Service Availability Rate <99.9%	30% of Monthly Service Fee
Service Availability Rate <95%	50% of Monthly Service Fee

Infrequent Access (three AZs):

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate <99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate <99%	30% of Monthly Service Fee
Service Availability Rate <95%	50% of Monthly Service Fee

Relational Database Service (RDS)

1. Definition

Service Unavailability means the RDS system log shows that a DB instance was inaccessible for one (1) or more consecutive minutes because of TMDI.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/ Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of Primary/standby (1/2) DB instances per Service Cycle no less than 99.99%; and Primary/standby DB instances per Service Cycle no less than 99.95%;

3. Service Credit

If we fail to meet the commitment above on RDS Service Availability Rate, TMDI will provide you with the below service

credit:

1) Primary/standby (1/2) DB instances

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.99\%$	10% of the Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of the Monthly Service Fee
Service Availability Rate < 95%	100% of the Monthly Service Fee

2) Primary/standby DB instances

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of the Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of the Monthly Service Fee
Service Availability Rate < 95%	100% of the Monthly Service Fee

Data Lake Insight (DLI)

1. Definition

Service Unavailability means the DLI system log shows that a DLI was inaccessible for five (5) or more consecutive minutes because of TMDI. Duration of the inaccessibility and inability that lasts for shorter than five (5) minutes shall not be calculated as Service Unavailability.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of DLI per Service Cycle no less than 99.95%;

3. Service Credit

If we fail to meet the commitment above on DLI Service Availability Rate, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Cloud Stream Service (CS)

1. Definition

Service Unavailability means the CS system log shows that a CS was inaccessible for five (5) or more consecutive minutes because of TMDI. Duration of the inaccessibility and inability that lasts for shorter than five (5) minutes shall not be calculated as Service Unavailability.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of CS per Service Cycle no less than 99.95%;

3. Service Credit

If we fail to meet the commitment above on CS Service Availability Rate, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Bare Metal Service (BMS)

1. Definition

Service Unavailability means the BMS system log shows that BMS was inaccessible for five (5) or more consecutive minutes because of TMDI. Duration of the Inaccessibility and incapacity that lasts shorter than five (5) minutes shall not be included.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by:

- 1) TMDI's operations on servers authorized by you;
- 2) Your rejection to allow TMDI to rectify the server faults;
- 3) Failure of redundant hardware of a server that does not affect your services, including but not limited to a fault of a single NIC of bonded NICs and a fault of a single disk in a disk group

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of BMS per Service Cycle not less than 99.9%.

4. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.9\%$	10% of Monthly Service Fee
Service Availability Rate $< 99.8\%$	30% of Monthly Service Fee

Message & SMS

1. Definition

Valid Number: Number that can be used among the numbers you have submitted, excluding dead and suspended numbers, and blacklisted numbers defined by the TMDI Communications platform and carriers.

Number of Confirmed Failures: Number of SMSs (verification code SMS, notification SMS, and promotion SMS) that fail to be submitted to UEs with valid numbers.

Number of Valid SMSs: Total number of SMSs (including verification code SMS, notification SMS, and promotion SMS) after being split by the TMDI Communications platform. These SMSs are processed by the TMDI Communications platform before being submitted to valid numbers. If an SMS exceeds the specified length, the SMS will be automatically split into multiple SMSs.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = $(\text{Total Number of Valid SMSs} - \text{Total Number of Confirmed Failures}) / \text{Number of Valid SMSs} * 100\%$

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of Message & SMS per Service Cycle not less than 95%.

3. Service credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$90\% \leq \text{Service Availability Rate} < 95\%$	10% of Monthly Service Fee
Service Availability Rate $< 90\%$	30% of Monthly Service Fee

Private Number

1. Definition

Service Unavailability means the Private Number system log shows that Private Number service was inaccessible for five (5) or more consecutive minutes because of TMDI. Duration of the inaccessibility and inability that lasts for shorter than five (5) minutes shall not be calculated as Service Unavailability.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = $(\text{Total Time of Service Duration} - \text{Service Unavailable Duration}) / \text{Total}$

Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of Private Number per Service Cycle no less than 99.5%;

3. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.5\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate $< 95\%$	100% of Monthly Service Fee

Voice Call

1. Definition

Service Unavailability means the Voice Call system log shows that Voice Call service was inaccessible for five (5) or more consecutive minutes because of TMDI. Duration of the inaccessibility and inability that lasts for shorter than five (5) minutes shall not be calculated as Service Unavailability.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/ Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of Voice Call per Service Cycle no less than 99.5%;

3. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.5\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of Monthly Service Fee
Service Availability Rate $< 95\%$	100% of Monthly Service Fee

Elastic IP (EIP)

1. Definition

Service Unavailability means the Elastic IP (EIP) system log showing that all data packets in the outbound direction are discarded at the TMDI egress gateway for one (1) or more consecutive minutes due to the fault of TMDI.

2. Disclaimers

This SLA does not apply to any performance or availability issues:

- 1) caused by hacker attacks on your applications, including but not limited to DDoS attacks.
- 2) caused by a faulty backend server.
- 3) caused by network operators.

3. Service Availability

Service Availability Rate in each Service Cycle is represented by the following formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of dynamic BGP EIPs per Service Cycle no less than 99.95%, and the Service Availability Rate of static BGP EIPs per Service Cycle no less than 99%.

4. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Dynamic BGP EIPs:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Static BGP EIPs:

Service Availability Rate	Service Credit
$98\% \leq \text{Service Availability Rate} < 99\%$	10% of Monthly Service Fee
Service Availability Rate < 98%	25% of Monthly Service Fee

Log Tank Service (LTS)

1. Definition

Service Unavailability means the LTS system log shows that LTS was inaccessible or unavailable for five (5) or more consecutive minutes because of TMDI.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will make commercially and technically reasonable efforts to ensure that the Service Availability Rate of LTS per Service Cycle is not less than 99.9%.

3. Service Credit

If we fail to meet the commitment above on the LTS Service Availability Rate, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.9\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99.9\%$	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Cloud Container Engine (CCE)**1. Definition**

Service Unavailability means the Cloud Container Engine (CCE) system log shows that container clusters were inaccessible for ten (10) or more consecutive minutes because of TMDI. Duration of the inaccessibility and inability that lasts shorter than ten (10) minutes shall not be included.

2. Service Availability**Service Availability Rate in each Service Cycle calculation formula:**

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of CCE per Service Cycle not less than 99.95%.

3. Service Credit

If we fail to meet the commitment above on CCE Service Availability Rate, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Document Database Service (DDS)**1. Definition**

"Service Unavailability" means the DDS system log showing that DDS was inaccessible for five (5) or more consecutive minutes due to the fault of TMDI.

2. Disclaimers

For DDS, Service Unavailability in the following conditions cannot be considered Service Unavailable Duration, nor can the following conditions described in the definition of Service Unavailability:

- 1) Unavailability caused by the customer's failure to connect to DDS DB instances in a high availability mode;
- 2) Unavailability caused by operations authorized by the customer.

3. Service Availability

Service Availability Rate in each Service Cycle is represented by the following formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/ Total Time of Service Duration * 100

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of DDS per Service Cycle be no less than 99.95%.

4. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the below service credit:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of the Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of the Monthly Service Fee
Service Availability Rate < 95%	100% of the Monthly Service Fee

GeminiDB

1. Definitions

Service Unavailability means the GeminiDB system log shows that the GeminiDB instance was inaccessible for five (5) consecutive minutes because of TMDI. Duration of the inaccessibility and incapability that lasts shorter than five (5) minutes shall not be included. The APIs and features that are not officially put into commercial use shall not apply to this Agreement.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/ Total Time of Service Duration * 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of GeminiDB per Service Cycle not less than 99.95%. Should GeminiDB fail to ensure the promised rate, TMDI will compensate you in accordance with Clause 3 herein.

3. Service Credit

If we fail to meet the commitment above on the Service Availability Rate of a single GeminiDB instance, TMDI will provide you with the below service credit. The amount of compensation shall only be used to purchase equivalent coupons of GeminiDB. The total service credit provided each month shall in no event exceed service fees you have paid in the current month.

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of the Monthly Service Fee

Service Availability Rate < 99%	25% of the Monthly Service Fee
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Cloud Connect (CC)

1. Definition

"Service Unavailability" means that Cloud Connect (CC) fails to establish network connectivity among network instances that are loaded onto a cloud connection within one (1) minute. "Service Unavailability Duration" is the total duration of Service Unavailability within one Service Cycle.

2. Disclaimers

The disclaimers of CC are the same as the **Disclaimers** in the **General Terms**.

3. Service Availability

Formula of the service availability rate for each service cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailability Duration) / Total Time of Service Duration * 100

Commitment on the service availability rate:

TMDI will use methods that are commercially and technically reasonable to ensure that the CC Service Availability Rate per Service Cycle is not less than 99.95%.

Network instances that can be loaded in CC include virtual gateways and VPCs. Virtual Private Network (VPN) and Direct Connect can work with CC to enable on-premises data centers to access VPCs. This SLA only ensures the service availability rate of CC, and does not cover the service availability of VPN or Direct Connect.

4. Service Compensation

If CC cannot meet the committed service availability rate, we will provide compensation according to the following table:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	15% of the Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	30% of the Monthly Service Fee

Cognitive Engagement Center (CEC)

1. Definition

Service Unavailability means inaccessible incoming and outgoing calls for five minutes or longer because of TMDI. The unavailability information is printed in customer service system (CSS) logs. The unavailability duration shorter than five minutes shall not be calculated.

2. Disclaimers

In addition to what are specified in the General Terms, this SLA does not apply to any performance or availability issues:

- (1) caused by your network faults, including changes on firewalls and network devices, and faults on network devices, agent computers, or internal office networks;
- (2) caused by your local voice gateway or SIP line failures when the phone number is provided by yourself;
- (3) caused by any leased line network failures if your local site communicates with TMDI servers through a leased line which is purchased from a carrier.

3. Service Availability

Formula for calculating Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/ Total Time of Service Duration x 100%

Service Availability Rate commitment:

TMDI will use commercially and technically reasonable efforts to make the Service Availability Rate of Cloud CSS per Service Cycle not less than 99%.

4. Service Credit

If we fail to meet the above commitment, TMDI will provide you with the following service credit:

Service Availability Rate	Service Credit
$97\% \leq \text{Service Availability Rate} < 99\%$	10% of the Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 97\%$	20% of the Monthly Service Fee
Service Availability Rate < 95%	50% of the Monthly Service Fee

Web Application Firewall

1. Definitions

Service Unavailability: System logs show that the WAF service was inaccessible for five (5) or more consecutive minutes because of TMDI Cloud.

2. Disclaimers

For WAF, Service Unavailability in the following conditions cannot be counted in to Service Unavailable Duration, in addition to the conditions described in the definition of Service Unavailability:

- 1) Your backend origin servers are abnormal due to certain reasons, for example, bandwidth exhaustion, origin IP address exposure, data center breakdowns, network jitters, installation or upgrade of OSS or applications.
- 2) Your website requests exceeds the concurrent requests that can be handled by the WAF edition you are using.
- 3) There are attacks not at the web application layer, for example, heavy DDoS attacks.
- 4) Data such as passwords is lost or leaked due to your improper maintenance.

3. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Minutes in the Service Cycle – Unavailable Minutes in the Service Cycle)/Total Minutes in the Service Cycle) x 100%

Service Availability Rate commitment: TMDI Cloud will make commercially viable and technically feasible efforts to ensure that WAF Service Availability Rate per Service Cycle is not less than 99.95%.

4. Service Credit

If WAF fails to meet the commitment on the service availability rate, TMDI will compensate you based on the terms given in the following table:

Service Availability Rate	Service Credit
$99.00\% \leq \text{Service Availability Rate} < 99.95\%$	10% of basic monthly payment
$95.00\% \leq \text{Service Availability Rate} < 99.95\%$	25% of basic monthly payment

Service Availability Rate <95%	100% of basic monthly fee
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Cloud Backup and Recovery (CBR)

1. Definitions

Service Unavailability means the CBR system log shows that CBR was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%

Service Availability Rate commitment: TMDI Cloud will use commercially and technically reasonable efforts to make the Service Availability Rate of CBR per Service Cycle not less than 99.9%.

3. Service Credit

If we fail to meet the above commitment, TMDI will provide you the service credit in the following table:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.9\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of Monthly Service Fee
Service Availability Rate <95%	100% of Monthly Service Fee

Anti-DDoS Service (AAD) Service Specific Terms

1. Definition

Service Unavailability is the status that an AAD system was inaccessible and incapable of forwarding traffic for five (5) or more consecutive minutes. Duration of the inaccessibility and incapability that lasts shorter than five (5) minutes shall not be included.

2. Disclaimers

This SLA does not apply to any performance or availability issues:

- 1) Due to security threats or fraud or illegal acts caused by you or your end users to the Services;
- 2) Issues in the back-end origin server, such as fully occupied bandwidth, exposed IP address, data center faults, and/or link jitter;
- 3) Black holes caused by attack traffic exceeding your purchased AAD capability.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%.

Service Availability Rate commitment:

TMDI Cloud will use commercially and technically reasonable efforts to make the Service Availability Rate of AAD per Service Cycle not less than 99.9%.

4. Service Credit

If we fail to meet the above commitment, TMDI Cloud will provide you with the below service credit:

Service Availability Rate	Service Credit
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99.8%≤Service Availability Rate <99.9%	10% of Monthly Service Fee
99.5%≤Service Availability Rate <99.8%	20% of Monthly Service Fee
Service Availability Rate <99.5%	50% of Monthly Service Fee

API Gateway (APIG) Service Specific Terms

1. Definitions

Service Unavailable means the API Gateway log shows that API Gateway was inaccessible or all API requests failed for more than one minute due to the fault of TMDI CLOUD.

Valid Requests means all requests received by API Gateway.

Failed Requests means API requests that failed due to the fault of API Gateway, excluding requests that failed due to the following causes:

- 1) The API configuration or dedicated gateway configuration (such as unbinding and deleting an EIP) is incorrect;
- 2) The API backend service is abnormal due to response timeout, connection failure, network failure, or service logic error;
- 3) The number of requests using the API group subdomain name automatically generated by API Gateway has reached the maximum daily limit;
- 4) The user's application is maliciously attacked;
- 5) The number of API requests has reached the maximum limit allowed by API Gateway specifications;
- 6) The user account is in arrears or is suspended;
- 7) Incorrect configurations made by the user.

2. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to make the Service Availability Rate no less than 99.9% for the shared gateway, no less than 99.95% for the dedicated gateway basic, professional, and enterprise editions (multi-AZ deployment), and no less than 99.99% for the dedicated gateway platinum edition (multi-AZ deployment).

3. Service Credit

If we fail to meet the commitment above on API Gateway Service Availability Rate, TMDI CLOUD will provide you with the following service credits:

Shared gateway

Service Availability Rate	Service Credit
99.0% ≤ Service Availability Rate < 99.9%	15% of Monthly Service Fee
95.0% ≤ Service Availability Rate < 99.0%	30% of Monthly Service Fee
Service Availability Rate < 95.0%	100% of Monthly Service Fee

Dedicated gateway (basic, professional, enterprise, and platinum editions; single-AZ deployment)

Service Availability Rate	Service Credit
99.0% ≤ Service Availability Rate < 99.9%	15% of Monthly Service Fee

95.0% ≤ Service Availability Rate < 99.0%	30% of Monthly Service Fee
Service Availability Rate < 95.0%	100% of Monthly Service Fee

Dedicated gateway (basic, professional, and enterprise editions; multi-AZ deployment)

Service Availability Rate	Service Credit
99.0% ≤ Service Availability Rate < 99.95%	15% of Monthly Service Fee
95.0% ≤ Service Availability Rate < 99.0%	30% of Monthly Service Fee
Service Availability Rate < 95.0%	100% of Monthly Service Fee

Dedicated gateway (platinum edition; multi-AZ deployment)

Service Availability Rate	Service Credit
99.0% ≤ Service Availability Rate < 99.99%	15% of Monthly Service Fee
95.0% ≤ Service Availability Rate < 99.0%	30% of Monthly Service Fee
Service Availability Rate < 95.0%	100% of Monthly Service Fee

Application Operations Management (AOM) Service Specific Terms

1. Definition

Service Unavailable means the AOM system log shows that AOM was inaccessible for more than five consecutive minutes due to a fault with TMDI CLOUD.

2. Service Availability

Formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will use all commercially and technically reasonable efforts to ensure that the service availability rate is at least 99.9% for AOM in each service cycle.

3. Service Credit

If we fail to meet the commitments described here for the AOM service availability rate, TMDI CLOUD will provide you with the service credit below.

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate < 99.9%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Cloud Bastion Host (CBH) Service Specific Terms

1. Definitions

Service Unavailability means the CBH system log shows that the CBH service was inaccessible for 5 consecutive minutes or longer because of TMDI Cloud.

2. Disclaimers

- 1) Customer operations, such as rebooting, deleting, or restoring DB instances through a console or APIs;
- 2) Planned system maintenance, such as cutover, maintenance, upgrade, and fault simulations, of which TMDI Cloud has notified the customer in advance;
- 3) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 4) Service interruption caused by insufficient CPU and storage resources due to customer's heavy service workload;
- 5) Hacker attacks on customer applications;
- 6) Data (including passwords) leakage or loss due to improper maintenance of the customer;
- 7) Operations authorized by the customer or any mis-judgment in operations;
- 8) Customer's failure to comply with the product usage documentation or recommendations provided by TMDI Cloud;
- 9) Service suspension or termination caused by customer's breach of contract (such as an overdue payment);
- 10) Any force majeure event.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Commitment:

TMDI Cloud will take all commercially viable and technically feasible measures to ensure that the Service Availability of CBH remains at least 99.9% in each service cycle.

4. Service Credit

If we fail to meet these commitments, TMDI Cloud will provide you with the service credit described below:

Service Availability	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.9\%$	15% of Monthly Service Fee
Service Availability Rate < 90%	25% of Monthly Service Fee

Cloud Container Engine (CCE) Service Specific Terms

1. Definition

Service Unavailability means the CCE system log shows that the Kubernetes native APIs in a CCE cluster were inaccessible in the way supported by CCE for 5 consecutive minutes or more due to TMDI Cloud.

2. Disclaimers

For CCE, Service Unavailability in the following conditions cannot be counted in to Service Unavailable Duration, in addition to the conditions described in the definition of Service Unavailability:

- 1) CCE service availability is undermined due to the risky and impactful operations CCE has explicitly notified you of, the execution of which may disable the cluster control plane to allow access or provide services within the declared scope and time;
- 2) CCE service availability is undermined due to the unavailability or resource shortage of its dependent services, including TMDI Cloud compute, storage, and networking services, to which CCE connects to run Kubernetes clusters. In this case, follow the SLA of the dependent services to handle the faults;
- 3) CCE service availability is undermined due to issues from open source software, including Kubernetes, third-party Kubernetes add-ons integrated with CCE, Docker, and OS kernel;
- 4) CCE service availability is undermined due to the failure of Kubernetes nodes or the Kubernetes pods running on those nodes;
- 5) The cluster fails due to your change on the configurations without following the CCE documentation or console instructions, unless otherwise specified;
- 6) CCE service SLA only applies to the CCE cluster commercial version, and does not apply to the CCE cluster OBT and EOS versions. For details, see Kubernetes Version Policy in the CCE bulletin;
- 7) You are using a feature that is not in the OBT stage as specified in the CCE documentation or console. In this case, CCE does not promise the SLA, unless otherwise specified;
- 8) Service exceptions caused by force majeure.

3. Service Availability (SA)

SA in each Service Cycle is represented by the following formula:

SA in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

SA commitment:

TMDI Cloud makes reasonable commercial and technical efforts to ensure the SA of a cluster in each service cycle as defined below:

- SA of an HA cluster (3-AZ) $\geq 99.95\%$
- SA of an HA cluster (1-AZ or 2-AZ) $\geq 99.9\%$
- SA of a non-HA cluster $\geq 99.5\%$

4. Service Credit

If we fail to meet the commitments described here for the CCE service availability rate, TMDI Cloud will provide you with the service credit below.

HA cluster (3-AZ)

Service Availability (SA)	Coupon Amount
$99\% \leq \text{SA} < 99.95\%$	10% of monthly service fee
$95\% \leq \text{SA} < 99\%$	25% of monthly service fee
$\text{SA} < 95\%$	100% of monthly service fee

HA cluster (1-AZ or 2-AZ)

Service Availability (SA)	Coupon Amount
$99\% \leq SA < 99.9\%$	10% of monthly service fee
$95\% \leq SA < 99\%$	25% of monthly service fee
$SA < 95\%$	100% of monthly service fee

Non-HA cluster

Service Availability (SA)	Coupon Amount
$99\% \leq SA < 99.5\%$	10% of monthly service fee
$95\% \leq SA < 99\%$	25% of monthly service fee
$SA < 95\%$	100% of monthly service fee

CloudData Migration (CDM) Service Specific Terms

1. Definitions

Service Unavailability means that according to the CDM system log, CDM was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by the following:

- 1) Customer operations, such as deleting, stopping, or restarting clusters, or deleting jobs, connections, or drivers through the console or APIs;
- 2) Planned system maintenance, including but not limited to cutover, maintenance, upgrade, patching, and fault simulations, of which TMDI CLOUD notifies the customer in advance;
- 3) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 4) Hacker attacks on user applications;
- 5) Consequences of data leakage (including passwords) or loss due to the fault of the customer;
- 6) Operations authorized by the customer;
- 7) Customer's failure to comply with the product usage documentation or recommendations provided by TMDI CLOUD;
- 8) Scheduling failures or failures to start scheduling caused by improper job scheduling configurations;
- 9) Job execution failures caused by password or credential expiration of the account configured by the customer;
- 10) Job execution failures caused by insufficient resources such as the CPU, memory, disk I/O, and network I/O of the CDM cluster when customer services are overloaded;
- 11) Job execution failures caused by the unavailability of source or destination data sources.

3. Service Availability

Formula to calculate Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will make commercially viable and technically feasible efforts to ensure that the Service Availability Rate of CDM per Service Cycle is not less than 99.9%.

4. Service Credit

If we fail to meet the above commitment, we will provide you with the following service credit.

Service Availability Rate	Service Credit
$99.0\% \leq \text{Service Availability Rate} < 99.9\%$	10% of Monthly Service Fee
Service Availability Rate < 99.0%	20% of Monthly Service Fee

Cloud Eye Service (CES) Service Specific Terms

1. Definitions

Service Unavailability means the Cloud Eye Service (CES) system log shows that a CES was inaccessible for five (5) or more consecutive minutes.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration) / Total Time of Service Duration * 100%.

Service Availability Rate commitment:

TMDI Cloud will use commercially and technically reasonable efforts to make the Service Availability Rate of CES per Service Cycle not less than 99.9%

3. Service Credit

If we fail to meet the above commitment on CES Service Availability Rate, TMDI Cloud will provide you with the below service credit:

Service Availability	Service Credit
99%≤Service Availability Rate <99.9%	10% of Monthly Service Fee
95%≤Service Availability Rate <99%	30% of Monthly Service Fee
Service Availability Rate <95%	100% of Monthly Service Fee

Cloud Search Service (CSS) Service Specific Terms**1. Definition**

Service Unavailability means the CSS system log shows that the CSS cluster was inaccessible for five consecutive minutes or more due to TMDI Cloud.

2. Service Availability**Calculation formula for Service Availability Rate in each Service Cycle:**

A monthly service uptime percentage calculated based on the following formula. CSS of each individual subscriber is separately measured. Monthly Service Availability Rate = (Service Availability Duration in Minutes of a Billing Month/Total Number of Minutes of a Billing Month) x 100%. A billing month that is less than one (1) month shall be counted as a full month.

Service Availability Rate Commitment:

TMDI Cloud will use all commercially and technically reasonable efforts to ensure the service availability rate of CSS is at least 99.95% for the service plane (for cluster access), and at least 99.9% for the management plane (for cluster addition, deletion, modification, and query). If we fail to meet the commitments described here for the CSS service availability rate, TMDI Cloud will compensate you with coupons for the amounts shown in the following table.

3. Service Credit

If we fail to meet the commitment above on CSS Service Availability Rate, TMDI Cloud will provide you service credit as shown in the following table:

Service Availability Rate	Service Credit
99.9% ≤ Service Availability Rate < 99.95%	5% of Monthly Service Fee
99% ≤ Service Availability Rate < 99.9%	10% of Monthly Service Fee
Service Availability Rate < 99%	25% of Monthly Service Fee

4. Restriction

This SLA does not apply to any performance or availability issues caused by the following:

- 1) The cluster has fewer than 3 nodes;
- 2) You incorrectly configure cluster parameters;
- 3) Your service has been overloaded, but you continue to make frequent data read/write or changes;
- 4) You do not enable replicas as suggested for your cluster that uses local disks. As a result, data cannot be restored in the case of a data loss;
- 5) You do not enable 3-AZ HA for your cluster, and your cluster is unavailable due to an AZ fault.

Last Updated: December 15, 2023

Data Replication Service (DRS) Service Specific Terms

1. Definition

Service Unavailability means the DRS system log shows that DRS was inaccessible for five (5) or more consecutive minutes because of TMDI Cloud.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by the following:

- 1) Planned system maintenance, such as cutover, maintenance, upgrade, and fault simulations, of which TMDI Cloud has notified the customer in advance;
- 2) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 3) Other force majeure factors.

3. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI Cloud will make commercially viable and technically feasible efforts to ensure that the Service Availability Rate of DRS per Service Cycle is not less than 99.90%.

4. Service Credit

If we fail to meet the commitment above on DRS Service Availability Rate, TMDI Cloud will provide you with the following service credits:

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate < 99.90%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Data Security Center (DSC) Service Specific Terms

1. Definitions

Service Unavailability: The DSC system log shows that DSC was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD. Duration of the inaccessibility and incapability that lasts shorter than five (5) minutes shall not be included.

2. Service Availability

Calculation formula of service availability rate in each service cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD promises a Service Availability Rate of up to 99.9% for DSC through substantial commercial and technical effort.

3. Service Credit

In the event TMDI CLOUD does not meet the commitment on the Service Availability Rate specified in this SLA, you will be eligible to receive service credit as described below:

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate < 99.9%	15% of monthly service fee of the involved faulty service or instance
95% ≤ Service Availability Rate < 99%	30% of monthly service fee of the involved faulty service or instance

Service Availability Rate < 95%	100% of monthly service fee of the involved faulty service or instance
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Data Warehouse Service GaussDB (DWS) Service Specific Terms

1. Definition

Service Unavailability means the GaussDB(DWS) system log shows that GaussDB(DWS) was inaccessible for more than five consecutive minutes due to a fault with TMDI Cloud.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by the following:

- 1) User operations, such as rebooting, deleting, or restoring DB instances through a console or APIs;
- 2) Planned system maintenance, such as cutover, maintenance, upgrade, and fault simulations, of which TMDI Cloud has notified the customer in advance;
- 3) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 4) DWS service interruptions caused by an unavailable OBS pool selected by the customer;
- 5) Traffic limiting or fault that is caused by frequent access to management-plane interfaces but does not affect services;
- 6) Faults in test clusters (including POC clusters and other test clusters confirmed by the customer);
- 7) Service interruption caused by insufficient CPU and storage resources due to heavy customer service workload;
- 8) Unavailability caused by an AZ fault in a cluster where the customer does not enable 3-AZ HA;
- 9) Hacker attacks on user applications;
- 10) Consequences of data (including passwords) leakage or loss due to the fault of the customer;
- 11) Operations authorized by the customer;
- 12) Customer's failure to comply with the product usage documentation or recommendations provided by TMDI Cloud;
- 13) Service suspension or termination due to the customer's breach of service clauses (such as arrears);
- 14) Other force majeure factors.

3. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate Commitment:

TMDI Cloud will make commercially viable and technically feasible efforts to ensure that the Service Availability Rate of GaussDB(DWS) per Service Cycle is not less than 99.9%.

Note: Standalone deployment does not ensure availability.

4. Service Credit

If we fail to meet the commitment above on GaussDB(DWS) Service Availability Rate, TMDI Cloud will provide you with the following service credits:

Service Availability Rate	Service Credit
$99.00\% \leq \text{Service Availability Rate} < 99.90\%$	10% of Monthly Service Fee
Service Availability Rate < 99%	30% of Monthly Service Fee

Data Security Center (DSC) Service Specific Terms

1. Definitions

Service Unavailability: The DSC system log shows that DSC was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD. Duration of the inaccessibility and incapability that lasts shorter than five (5) minutes shall not be included.

2. Service Availability

Calculation formula of service availability rate in each service cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD promises a Service Availability Rate of up to 99.9% for DSC through substantial commercial and technical effort.

3. Service Credit

In the event TMDI CLOUD does not meet the commitment on the Service Availability Rate specified in this SLA, you will be eligible to receive service credit as described below:

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate < 99.9%	15% of monthly service fee of the involved faulty service or instance
95% ≤ Service Availability Rate < 99%	30% of monthly service fee of the involved faulty service or instance
Service Availability Rate < 95%	100% of monthly service fee of the involved faulty service or instance

Direct Connect (DC) Service Specific Terms

Self-Service Connections

1. Definitions

Direct Connect Location: a TMDI Cloud data center that can access TMDI Cloud.

Standard Scenario: multiple Direct Connect connections accessing multiple locations.

Service Unavailability: All attempts to connect to a specified Direct Connect connection within one minute have failed. **Service Unavailability** refers to the total minutes in a Service Cycle in which all attempts to connect to a specified Direct Connect connection failed.

2. Disclaimers

Service Unavailability does not include unavailability resulting from any of the following:

- 1) Service fluctuations due to planned system maintenance that TMDI Cloud has notified you of in advance, such as cutovers, maintenance, upgrades, or fault simulations;
- 2) Migration of your resources due to TMDI Cloud equipment room migration or device upgrade;
- 3) One or more connections being connected to a single Direct Connect location that has failed;
- 4) Service interruptions caused by network failures, device faults, or configuration changes in non-TMDI Cloud data centers, including but not limited to service unavailability caused by network carrier line faults, or your device or network faults;
- 5) Direct Connect being unavailable due to malfunctions of other services;
- 6) Loss or disclosure of data, including passwords, due to your improper maintenance;
- 7) Operations authorized by you or any mis-judgment in operations;
- 8) Your failure to follow the product usage documentation or recommendations provided by TMDI Cloud;
- 9) Your services exceeding the supported resource specifications;
- 10) Application attacks including but not limited to DDoS attacks, SYN flood attacks, and virus attacks, or software and hardware compatibility issues;
- 11) Force majeure or other accidents that are unforeseeable, insurmountable, and unavoidable and have significant impact on one party or both parties, including but not limited to natural disasters (such as floods, earthquakes, and plague epidemics) and social events (such as wars, unrest, government actions, interruption of telecom backbone lines, hackers, network congestion, technical change of telecommunications departments, and government policies).

Note: This SLA only ensures the service availability of Direct Connect connections terminated at different Direct Connect

locations. If TMDI Cloud needs to migrate your resources due to equipment room migration or device upgrade, TMDI Cloud will notify you in advance, and you are obligated to cooperate with TMDI Cloud.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate commitment:

Direct Connect availability refers to the availability of the network connections between Direct Connect locations and TMDI Cloud VPCs. To ensure the availability of self-built lines, your need to contact your carriers.

TMDI Cloud will make all commercially viable and technically feasible efforts to ensure that the Service Availability Rate of Direct Connect per Service Cycle is not less than 99.95%, but will only do so in multiple-location access scenarios.

4. Service Credit

If we fail to meet these commitments, TMDI Cloud will provide you with the service credits described below:

Service Availability Rate	Service Credit
$99.5\% \leq \text{Service Availability Rate} < 99.95\%$	5% of Monthly Service Fee
$99\% \leq \text{Service Availability Rate} < 99.5\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Full-Service Connections

1. Definitions

Direct Connect Location: a TMDI Cloud data center that can access TMDI Cloud.

Full-Service Connection: TMDI Cloud and third-party network carriers jointly provide end users with convenient cloud services. TMDI Cloud provides Direct Connect and some network proxy services. Third-party network carriers (hereafter referred to as "carriers") provide physical line-related services.

Standard Scenario: multiple Direct Connect connections accessing multiple locations

Service Unavailability: All attempts to connect to a specified Direct Connect connection within one minute have failed. **Service Unavailability** refers to the total minutes in a Service Cycle in which all attempts to connect to a specified Direct Connect connection failed.

2. Disclaimers

Service Unavailability does not include unavailability resulting from any of the following:

- 1) Service fluctuations due to planned system maintenance that TMDI Cloud has notified you of in advance, such as cutovers, maintenance, upgrades, or fault simulations;
- 2) Migration of your resources due to TMDI Cloud equipment room migration or device upgrade;
- 3) One or more connections being connected to a single Direct Connect location that has failed;
- 4) Service interruptions caused by network failures, device faults, or configuration changes in non-TMDI Cloud data centers, including but not limited to service unavailability caused by network carrier line faults, or your device or network faults;
- 5) Direct Connect being unavailable due to malfunctions of other services;
- 6) Loss or disclosure of data, including passwords, due to your improper maintenance;
- 7) Operations authorized by you or any mis-judgment in operations;
- 8) Your failure to follow the product usage documentation or recommendations provided by TMDI Cloud;

- 9) Your services exceeding the supported resource specifications;
- 10) Application attacks including but not limited to DDoS attacks, SYN flood attacks, and virus attacks, or software and hardware compatibility issues;
- 11) Force majeure or other accidents that are unforeseeable, insurmountable, and unavoidable and have significant impact on one party or both parties, including but not limited to natural disasters (such as floods, earthquakes, and plague epidemics) and social events (such as wars, unrest, government actions, interruption of telecom backbone lines, hackers, network congestion, technical change of telecommunications departments, and government policies).

Note: This SLA only ensures the service availability of Direct Connect connections terminated at different Direct Connect locations. If TMDI Cloud needs to migrate your resources due to equipment room migration or device upgrade, TMDI Cloud will notify you in advance, and you are obligated to cooperate with TMDI Cloud.

3. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate commitment:

Direct Connect availability refers to the availability of the network connections between Direct Connect locations and TMDI Cloud VPCs. To ensure the availability of self-built lines, your need to contact your carriers.

4. Service Credit

If we fail to meet these commitments, TMDI Cloud will provide you with the service credits described below:

Service Availability Rate	Service Credit
99.5% ≤ Service Availability Rate < 99.95%	5% of Monthly Service Fee
99% ≤ Service Availability Rate < 99.5%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Distributed Cache Service (DCS) Service Specific Terms

1. Definition

Service Unavailability means the DCS system log shows that DCS (for Redis and for Memcached) was inaccessible for one (1) or more consecutive minutes because of TMDI CLOUD. Service Unavailability does not include unavailability resulting from any of the following issues:

- 1) Network faults, device faults, or configuration adjustment of non-TMDI CLOUD devices;
- 2) Issues caused by improper service use (such as exceeding the CPU, memory, and network bandwidth limits of instance nodes) that deviates from the instructions provided in documents such as *Best Practices* and *FAQs*;
- 3) Faults that occur due to the use of single-node instances, instead of HA instances such as master/standby or cluster instances;
- 4) Faults that occur due to single-AZ deployment, instead of multi-AZ deployment;
- 5) Issues caused by third-party open-source software.

2. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to make the Service Availability Rate of DCS per Service Cycle not less than 99.95%.

3. Service Credit

If the above commitment fails to be met due to TMDI CLOUD reasons, TMDI CLOUD will provide you service credit as shown in the following table.

Master/standby Redis instances:

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of monthly service fee

Cluster Redis instances:

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of monthly service fee

Read/write splitting Redis instances:

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of monthly service fee

Master/standby Memcached instances:

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of monthly service fee

Distributed Database Middleware (DDM) Service Specific Terms

1. Definition

Service Unavailability means that the DDM system log shows that DDM instances were inaccessible for one (1) or more consecutive minutes because of TMDI CLOUD. Duration of the inaccessibility and inability that lasts for shorter than one (1) minute shall not be included.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by:

- 1) Customer operations, such as restarting, deleting, or restoring DDM instances through a console or APIs;
- 2) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 3) Hacker attacks on customer applications;
- 4) Planned system maintenance, including but not limited to cutover, maintenance, upgrade, and fault drills, of which TMDI CLOUD has notified customers in advance;
- 5) Changing or deleting accounts of databases in the RDS DB instances that are associated with the DDM instance;
- 6) Deleting data stored in databases in the RDS DB instances that are associated with the DDM instance;
- 7) Modifying or deleting the VPC virtual switch used by the DDM instance;
- 8) Data (including passwords) leakage or loss due to improper maintenance of the customer;
- 9) Operations authorized by the customer or any misjudgment in operations;
- 10) Customer's failure to comply with the DDM user guide or recommendations;
- 11) Service interruptions caused by insufficient vCPUs, memory, storage, or the maximum number of connections being reached for a DB instance or a database proxy due to heavy customer workloads.

3. Service Availability

Formula for calculating Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will make commercially and technically reasonable efforts to ensure that the Service Availability Rate per Service Cycle is not less than 99.90%.

4. Service Credit

If we fail to meet the above commitment, TMDI CLOUD will provide you with service credit as follows.

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.90%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Distributed Message Service (DMS) Service Specific Terms

1. Definitions

Service Unavailability means the DMS system log shows that DMS was inaccessible for one (1) or more consecutive minutes because of TMDI CLOUD. Service Unavailability does not include unavailability resulting from any of the following issues:

- 1) Network faults, device faults, or configuration adjustment of non-TMDI CLOUD devices;
- 2) Issues caused by improper product usage, such as overloaded broker, insufficient disk space, and lack of multiple replicas or redundant queues;
- 3) Faults that occur due to single-AZ deployment, instead of multi-AZ deployment;
- 4) Issues caused by third-party open-source software.

2. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to make the Service Availability Rate of DMS per Service Cycle not less than 99.9%.

3. Service Credit

If we fail to meet the above commitment, TMDI CLOUD will provide you service credit as shown in the following table.

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.9%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

FunctionGraph Service Specific Terms

1. Definition

Service Unavailable is a situation where the error rate of FunctionGraph is greater than 5% within five (5) minutes. The Service Unavailable Duration is calculated by multiplying the error rate by five minutes. Error rates less than 5% will be excluded.

Error Rate is calculated by dividing the number of failed requests into the total number of valid requests in five minutes.

Failed Requests are those responded with HTTP status code 500 or 503 (not custom ones in function code) due to internal errors.

2. Disclaimers

In addition to the unavailability issues described in general terms, unavailability resulting from the following issues is not included as part of the Service Unavailable Duration:

- 1) Requests restricted by flow control due to quota exhaustion;
- 2) Identity verification or authentication failed, or account in arrears;
- 3) Non-function request failure;
- 4) Custom status code 500 or 503 returned;
- 5) Errors or timeouts caused by users' own function code;
- 6) Requests failed to reach the server due to non-FunctionGraph reasons.

3. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Cycle - Service Unavailable Duration)/Total Time of Service Cycle x 100%.

Service Availability Rate commitment:

TMDI Cloud will make commercially and technically reasonable efforts to ensure that the Service Availability Rate of FunctionGraph per Service Cycle is not less than 99.95%.

4. Service Credit

If FunctionGraph fails to meet the preceding commitment, TMDI Cloud will provide you service credit as shown in the following table.

Service Availability	Service Credit
99% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	25% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

Host Security Service (HSS) Service Specific Terms

1. Definition

Service Unavailability means the HSS system log shows that HSS instances were inaccessible for 5 or more consecutive minutes due to TMDI CLOUD.

2. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in Each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to make the HSS Service Availability Rate in each Service Cycle no less than 99.9%.

3. Service Credit

If we fail to meet the commitment above on HSS Service Availability Rate, TMDI CLOUD will provide you with the following service credits:

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate < 99.9%	15% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

ModelArts Service Specific Terms

1. Definitions

Service Unavailability: according to the log records in the ModelArts system, ModelArts service is inaccessible for 10 consecutive minutes due to TMDI Cloud and any unavailability period for less than 10 minutes is not included.

2. Service Availability

Formula for calculating Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration - Service Unavailable Duration)/Total Time of Service Duration * 100%.

Commitment for Service Availability:

TMDI Cloud will ensure the service availability rate in each service cycle is at least 99.95% through technically and commercially reasonable efforts.

3. Restrictions

Except for the circumstances specified in the General Terms, with respect to ModelArts service, the following circumstances shall not be included in service unavailability time either, if the unavailability is caused by:

- 1) operations by clients (delete/suspend/restart or otherwise operate the resources through control console/API and other method, including work space, authorization, resource pool, instance in environment for development, data set, algorithm, training exercise, model, inference service);
- 2) system maintenance with prior notice from TMDI Cloud to clients, including but not limited to cutover, maintenance, upgrade, patch and simulated troubleshooting;
- 3) network or equipment failure or configuration adjustment not involving equipment in TMDI Cloud;
- 4) hacking on client applications;
- 5) loss or leakage of data, password, token due to improper maintenance or lack of confidentiality of client;
- 6) operations authorized by clients;

- 7) client failure in observing product documentation or usage advice of TMDI Cloud;
- 8) third-party open source software;
- 9) overload of client business, requests are flow controlled as requests exceed the specified quota;
- 10) client's own code issue or custom mirror issue;
- 11) third party dependencies (database and cache) introduced by client itself;
- 12) for client data that is stored in OBS bucket/SFS document system, the unavailability of OBS bucket/SFS document system of clients;
- 13) for clients who use self-managed SFS as the storage mounting in development environment, service exception caused by the unavailability of such SFS;
- 14) for clients who use EVS storage in development environment and back up data, data loss caused by the deletion of instance in development environment by clients;
- 15) the breakdown of one single node as the special resource pool created by clients is fewer than 2 nodes;
- 16) the breakdown of one single instance as one online service deployed by clients is fewer than 2 instances.

4. Service Credit

If ModelArts service availability fails to satisfy foregoing commitments, TMDI Cloud will compensate you in accordance with the following table:

Service Availability	Credit Amount
$95.00\% \leq \text{Service Availability} < 99.95\%$	10% of monthly service fee
$\text{Service Availability} < 95.00\%$	25% of monthly service fee

NAT Gateway (NAT) Service Specific Terms

1. Definitions

Service Cycle means a calendar month.

Total Time of Service Cycle means the total minutes during every Service Cycle.

Service Unavailability means all outgoing data packets of a NAT gateway are discarded within one minute. The **Service**

Unavailable Duration is the total number of minutes in a given service cycle that all outgoing packets of a NAT gateway were discarded.

Monthly Service Fee means service fees paid by customers for a NAT gateway in a Service Cycle (a calendar month). For example, if the customer pays the service fee of several months at a time, the Monthly Service Fee is calculated as the total service fees paid divided by the total number of months.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by the following:

- 1) Attacks on your applications, including but not limited to DDoS attacks;
- 2) Faulty backend servers;
- 3) Planned system maintenance that TMDI Cloud has notified you of in advance, such as cutovers, maintenance, upgrades, or fault simulations;
- 4) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 5) Loss or disclosure of data, including passwords, due to your improper maintenance;
- 6) Your negligence or allowed operations;
- 7) Your failure to follow the NAT Gateway documentation or usage suggestions, or by your refusal to take suggestions after being notified of risks;
- 8) Your violation against applicable laws and regulations, requirements of relevant authorities, or rules of TMDI Cloud platform;
- 9) Flow control over requests due to your service overload;
- 10) Force majeure or other accidents that are unforeseeable, insurmountable, and unavoidable and have significant impact on one party or both parties, including but not limited to natural disasters (such as floods, earthquakes, and plague epidemics) and social events (such as wars, unrest, government actions, interruption of telecom backbone lines, hackers, network congestion, technical change of telecommunications departments, and government policies).

3. Service Availability

Formula for calculating Service Availability in each Service Cycle

Service Availability in each Service Cycle = $(\text{Total Time of Service Cycle} - \text{Service Unavailable Duration}) / \text{Total Time of Service Cycle} \times 100\%$.

Service Availability Commitment

TMDI Cloud will make commercially and technically reasonable efforts to ensure that the Service Availability of NAT Gateway

per Service Cycle is not less than 99.95%.

4. Service Credit

If we fail to meet the above commitment, TMDI Cloud will provide you with the below service credit:

Service Availability	Service Credit
$99.00\% \leq \text{Service Availability} < 99.95\%$	10% of Monthly Service Fee
$95.00\% \leq \text{Service Availability} < 99.00\%$	25% of Monthly Service Fee
$\text{Service Availability} < 95.00\%$	100% of Monthly Service Fee

Optical Character Recognition (OCR) Service Specific Terms

1. Definition

Service Unavailability means the OCR system log shows that OCR was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD.

2. Service Availability

Formula for Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = $(\text{Total Time of Service Duration} - \text{Service Unavailable Duration}) / \text{Total Time of Service Duration} \times 100\%$.

Service Availability Rate commitment:

TMDI CLOUD will make all commercially and technically reasonable efforts to ensure the service availability rate is at least 99.9% for OCR in each service cycle.

3. Compensation

If we fail to meet the commitments described here for the OCR service availability rate, TMDI CLOUD will provide you with the service credit below.

Service Availability Rate	Service Credit
$99.00\% \leq \text{Service Availability Rate} < 99.90\%$	10% of Monthly Service Fee
$\text{Service Availability Rate} < 99.00\%$	25% of Monthly Service Fee

Scalable File Service (SFS) Service Specific Terms

1. Definitions

Service Unavailability means the SFS system log shows that SFS was inaccessible for one (1) or more consecutive minutes because of TMDI CLOUD.

2. Service Availability

Service Availability Rate in each Service Cycle calculation formula:

Service Availability Rate in each Service Cycle = $(\text{Total Time of Service Duration} - \text{Service Unavailable Duration}) / \text{Total Time of Service Duration} \times 100\%$.

Service Availability Rate commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to make the Service Availability Rate of SFS per Service Cycle not less than 99.95%.

3. Compensation

If we fail to meet the above commitment, we will provide you the service credit in the following table:

Service Availability Rate	Service Credit
99% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
95% ≤ Service Availability Rate < 99%	30% of Monthly Service Fee
Service Availability Rate < 95%	100% of Monthly Service Fee

ServiceStage Service Specific Terms

1. Definition

Service Unavailable

If all consecutive attempts to connect to a specified ServiceStage instance or read/write requests fail within a minute and the failure lasts for more than 1 minute, the ServiceStage instance is unavailable within the minute. The unavailability duration less than 10 minutes is not counted.

2. Disclaimers

In addition to the unavailability issues described in general terms, unavailability resulting from the following issues is not included as part of the Service Unavailable Duration:

- 1) the region cannot form 3AZ, and an AZ-level fault occurs;
- 2) caused by loss or disclosure of data, including passwords, due to your improper maintenance;
- 3) caused by your negligence or allowed operations;
- 4) instances exceed specifications allowed;
- 5) caused by third-party open-source software.

3. Service Availability

Formula for Service Availability Percentage in each Service Cycle:

Service Availability Percentage in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration) / Total Time of Service Duration x 100%.

Service Availability Percentage Commitment:

TMDI Cloud will use all commercially and technically reasonable efforts to ensure that the Service Availability Percentage of ServiceStage per Service Cycle is not lower than 99.95%.

4. Service Credit

If we fail to meet the commitments described here for the ServiceStage service availability percentage, TMDI Cloud will provide you with the service credit below.

ServiceStage

Service Availability	Service Credit
99.00% ≤ Service Availability < 99.95%	15% of Monthly Service Fee
95.00% ≤ Service Availability < 99.00%	30% of Monthly Service Fee
Service Availability < 95.00%	100% of Monthly Service Fee

Situation Awareness (SA) Service Specific Terms

1. Definitions

Service Unavailability means the SA system log shows that SA was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD.

2. Service Availability

Calculation formula for Service Availability Rate in each Service Cycle:

A monthly service uptime percentage calculated based on the following formula. SA of each individual subscriber is separately measured.

Monthly Service Availability Rate = [Service availability duration in minutes of a billing month / Total number of minutes of a billing month] x 100%.

If the duration is less than one month, it is still regarded as one month.

Service Availability Rate commitment:

TMDI CLOUD shall make commercially and technically reasonable efforts to make the Service Availability Rate for SA up to 99.9%. Should TMDI CLOUD fail to ensure the promised rate, TMDI CLOUD will compensate you in accordance with Clause 3 of this Agreement.

3. Service Credit

If SA fails to meet the commitment on the service availability rate, TMDI CLOUD will compensate you based on the terms given in the following table.

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.9\%$	10% of Monthly Service Fee
$\text{Service Availability Rate} < 99\%$	25% of Monthly Service Fee

Virtual Private Network (VPN) Service Specific Terms

1. Definitions

Service Unavailability means all outgoing data packets of a VPN gateway are discarded for at least one minute. The Service Unavailable Duration is the number of minutes in a given service cycle during which all packets were discarded. Service unavailability durations shorter than one minute are not included.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by the following:

- 1) Data cannot be sent due to an IPsec tunnel negotiation failure;
- 2) A TMDI Cloud VPN gateway has sent data out over the Internet, but the data fails to be received due to a failure of your public network;
- 3) For Enterprise Edition VPN, only one VPN connection is created between an Enterprise Edition VPN gateway and a customer gateway.

3. Service Availability

Calculation formula for the Service Availability Rate in each Service Cycle:

Service Availability Rate (%) in a Service Cycle = $(\text{Total Time of Service Duration} - \text{Service Unavailable Duration in this Service Cycle}) / \text{Total Time of Service Duration} \times 100\%$.

Service Availability Rate commitment:

TMDI Cloud will make commercially viable and technically feasible efforts to ensure that the Service Availability Rate of VPN per Service Cycle is not less than 99.95%.

4. Service Credit

If we fail to meet these commitments, TMDI CLOUD will provide you with the service credit described below:

Service Availability Rate	Service Credit
$99\% \leq \text{Service Availability Rate} < 99.95\%$	10% of Monthly Service Fee
$95\% \leq \text{Service Availability Rate} < 99\%$	25% of Monthly Service Fee
$\text{Service Availability Rate} < 95\%$	100% of Monthly Service Fee

Application Performance Management (APM) Service Specific Terms

1. Definitions

- Service Unavailable:** The application performance management service is unavailable for more than 5 consecutive minutes due to TMDI CLOUD reasons, and the unavailability period of less than 5 minutes is not counted

2. Service Availability

Service availability per service cycle is calculated:

Service availability rate per service cycle = $(\text{Total time of the service cycle} - \text{Service unavailability time of the service cycle}) / \text{Total time of the service cycle} \times 100\%$

Service Availability Commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to ensure that the service availability rate of the Application Performance Management Service per service cycle is not less than 99.9%.

3. Service Credits

If the availability of the Application Performance Management service fails to meet the above commitments, TMDI CLOUD will compensate you according to the following table:

Service Availability	The amount of voucher compensation
99% ≤ service availability < 99.9%	10% of monthly service fee
95% ≤ service availability < 99%	30% of monthly service fee
Service availability < 95%	100% of monthly service fee

DataArts Studio Service Specific Terms

1. Definitions

Service Unavailability means that according to the DataArts Studio system log, DataArts Studio was inaccessible for five (5) or more consecutive minutes because of TMDI CLOUD.

2. Disclaimers

This SLA does not apply to any performance or availability issues caused by the following:

- 1) Customer operations, such as deleting, stopping, or restarting clusters, or deleting jobs, connections, or drivers through the console or APIs;
- 2) Planned system maintenance, including but not limited to cutover, maintenance, upgrade, patching, and fault simulations, of which TMDI CLOUD notifies the customer in advance;
- 3) Network faults, device faults, or configuration adjustment of non-TMDI devices;
- 4) Hacker attacks on user applications;
- 5) Consequences of data leakage (including passwords) or loss due to the fault of the customer;
- 6) Operations authorized by the customer;
- 7) Customer's failure to comply with the product usage documentation or recommendations provided by TMDI CLOUD;
- 8) Scheduling failures, failures to start scheduling, job execution timeout, or failures to retry jobs upon execution failures caused by improper job scheduling configurations;
- 9) Job execution failures caused by password or credential expiration of the account configured by the customer.

3. Service Availability

Formula to calculate Service Availability Rate in each Service Cycle:

Service Availability Rate in each Service Cycle = (Total Time of Service Duration – Service Unavailable Duration)/Total Time of Service Duration x 100%.

Service Availability Rate commitment:

TMDI CLOUD will make commercially viable and technically feasible efforts to ensure that the Service Availability Rate of DataArts Studio per Service Cycle is not less than 99.95%.

4. Service Credit

If we fail to meet the above commitment, we will provide you with the following service credit.

Service Availability Rate	Service Credit
99.00% ≤ Service Availability Rate < 99.95%	10% of Monthly Service Fee
Service Availability Rate < 99.00%	25% of Monthly Service Fee

Graph Engine Service (GES) Service Specific Terms

This SLA applies only to GES graph instances supported by the Enterprise Production Edition, and does not apply to GES graph instances developed in the Learning Edition (10,000 edges).

1. Definitions

1.Service Unavailability: According to the logs recorded in the GES Graph Engine service system, the GES Graph Engine service cluster cannot be reached for more than 5 consecutive minutes due to TMDI CLOUD, and the unavailable time of less than 5 minutes is not counted.

2. Service Availability

Service availability per service cycle is calculated:

Service availability rate per service cycle = (Total time of the service cycle - Service unavailability time of the service cycle) / Total time of the service cycle * 100%

Service Availability Commitment:

TMDI CLOUD will make commercially and technically reasonable efforts to ensure that the service availability rate of GES is not less than 99.95% per service cycle.

3. Service Credits

If the GES Graph Engine service availability fails to meet the preceding commitments, TMDI CLOUD will compensate you according to the following table:

Service Availability	The amount of voucher compensation
99% ≤ service availability < 99.95%	10% of monthly service fee
95% ≤ service availability < 99%	30% of monthly service fee
Service availability < 95%	100% of monthly service fee

MapReduce Service (MRS) Service Specific Terms

1. Definitions

Service Unavailable: If the MapReduce service is unavailable for more than 5 consecutive minutes due to TMDI CLOUD reasons, the unavailable time of less than 5 minutes is not counted.

2. Restrictions

Except as set forth in the General Terms, the following shall not be counted as unavailable for the MapReduce Service:

- 1) Unavailability caused by customer operations (such as deleting, stopping, restarting the cluster through the console/API, etc., and deleting jobs, connections, drivers, etc.);
 - 2) System maintenance after TMDI CLOUD notifies the customer in advance, including but not limited to cutover, repair, upgrade, patching, and simulated fault drills.
 - 3) Caused by network or device failures or configuration adjustments other than TMDI CLOUD's own devices;
 - 4) If the availability of MRS is affected by the unavailability or insufficient resources of the dependent service, please refer to the SLA agreement for the dependent service.
 - 5) The impact of open source big data components, third-party software, operating system kernels, and other open source problems integrated by MRS;
 - 6) The customer's application is hacked;
 - 7) Loss or leakage of data, passwords, passwords, etc., caused by improper maintenance or confidentiality of the customer;
 - 8) Caused by the operation authorized by the customer;
 - 9) The customer fails to follow the TMDI CLOUD product usage documents or usage suggestions;
 - 10) The request is restricted by throttling because the customer request exceeds the specified quota.
 - 11) If the OBS pool selected by the customer is unavailable, the service interruption of MRS will not be counted.
 - 12) The customer does not deploy according to the highly reliable solution (for example, single master node, single core node, single AZ deployment, etc.);
 - 13) Data loss caused by the customer's failure to save multiple copies;
 - 14) Reliability failures caused by applications and data deployed on cluster nodes by customers without authorization;
 - 15) Service unavailability caused by other customer factors, such as failures caused by the execution of self-developed jobs, deployment of privatized components, modification of system configurations, modification of system permissions, etc.;
 - 16) Caused by other force majeure factors;
- The MRS SLA applies only to the commercial version of MRS clusters, but not to the OBT and EOS versions of MRS clusters

3. Service Availability

Service availability per service cycle is calculated:

Service availability rate per service cycle = (Total time of the service cycle - Service unavailability time of the service cycle) / Total time of the service cycle * 100%

Service Availability Commitment:

TMDI CLOUD will use commercially and technically reasonable efforts to ensure that the service availability rate of MapReduce is not less than 99.9% per service cycle.

4. Service Credits

If the MapReduce service availability fails to meet the preceding commitments, TMDI CLOUD will compensate you according to the following table:

Service Availability	The amount of voucher compensation
99.00% ≤ Service Availability < 99.90%	10% of monthly service fee
Service Availability < 99.00%	30% of monthly service fee

Vulnerability Management (CodeArts Inspector) Service Specific Clause

1: Definition

of Service Unavailability: refers to the service in accordance with CodeArts If the Inspector service is unavailable for more than one minute due to TMDI CLOUD and the vulnerability management service is used, the unavailability time of less than one minute is not counted.

2. Service availability

Service availability per service cycle is calculated:

Service availability rate per service cycle = (total time of the service cycle - Service unavailability time of the service cycle) / Total time of the service cycle * 100%

Service availability commitment

TMDI CLOUD will use commercially and technically reasonable efforts to ensure that the service availability rate of the

vulnerability management service is not less than 99.9% per service cycle.

3. Service Compensation

If the vulnerability management service availability fails to meet the above commitments, TMDI CLOUD will compensate you according to the following table:

Service Availability	The amount of voucher compensation
99% ≤ service availability< 99.9%	10% of monthly service fee
95% ≤ service availability<99%	30% of monthly service fee
Service availability<95%	100% of monthly service fee