

China Service Support Policy and Service Level Agreement 中国区服务支持策略和服务等级协议

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This Support Policy and Service Level Agreement (“Support Policy”) is incorporated into and made a part of the Base Agreement between DCC and Customer for the China Service. Capitalized terms not defined in this Support Policy have the meaning given to them in the Base Agreement. This Support Policy describes the support and service level offering in connection with Customer-reported bugs, defects or errors in the China Service (“Errors”). DCC will provide technical support for the China Service (“Support”) in accordance with this Support Policy, the Base Agreement, each Order Form, and the Documentation. Customer will receive DCC’s general Support offering. However, DCC may provide more limited support for free trial and evaluation use of the China Service in its discretion, and Previews are governed by Section 1.7 of the Base Agreement. DCC may update this Support Policy from time to time.

本支持策略和服务等级协议(“支持策略”)已纳入 DCC 和客户之间关于中国区服务的基础协议, 并成为基础协议的一部分。本支持策略中未定义术语, 其定义见基础协议。本支持策略描述了与客户报告的中国区服务中的故障、缺陷或错误(“错误”)相关的支持和服务等级。DCC 将根据本支持策略、基础协议、订单和中国区服务文档为中国区服务提供技术支持(“支持”)。客户将获得 DCC 提供的常规支持。但是, 对于中国区服务的免费试用和评估使用, DCC 可能会酌情提供更为有限的支持, 预览版服务受基础协议第 1.7 条约束。DCC 可随时更新本支持策略。

I. Support

支持

- A. Testing. As further described in the Documentation, DCC has processes designed to perform robust testing and validation before each China Service release to minimize Errors.

测试。如中国区服务文档中具体描述, DCC 已设计一套流程, 在每次中国区服务版本发布之前执行可靠的测试和验证, 将错误数量降至最低。

- B. General Support Offering. Customer will designate at least one primary contact who will have administrator privileges and may designate additional contacts (“Customer Contacts”). During the Subscription Term, DCC will provide Mandarin-speaking remote assistance to Customer Contacts for questions or issues arising from any Error, as further described in this Support Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds. DCC will also provide the specific entitlements for the corresponding Support Level procured by Customer, as further described in this Support Policy and the tables below. DCC’s Support team (“DCC Support”) will implement follow-the-sun case management for handling Severity Level 1 requests for help with Service-related issues (each such request, a “Support Case”) to better facilitate uninterrupted Support. If Customer reasonably believes DCC Support is failing to provide timely and commercially reasonable responses in accordance with this Support Policy, Customer may escalate the Support Case using the support escalation process described below. Escalated Support Cases will be directed to DCC’s management team for consideration.

常规支持服务。客户将指定至少一名拥有管理员权限的主要联络人, 也可指定更多联络人(“客户联络人”)。在订阅期内, DCC 将以普通话向客户联络人提供远程协助, 以解决任何错误引起的问题, 包括故障排除、诊断和有关潜在变通方式的建议, 具体见本支持策略。DCC 还将为客户购买的相应支持级别提供具体权益, 详情请参见本支持策略和下表。DCC 的支持团队(以下简称“DCC 支持”)将实施全天候式工单管理, 以处理寻求服务相关问题帮助的严重等级 1 请求(每个此等请求称为“支持工单”), 从而更好地提供不间断的支持。如果客户合理地认为 DCC 支持未能根据本支持策略提供及时的、商业上合理的回应, 客户可使用下文所述的支持升级流程升级支持工单。升级后的支持工单将转交给 DCC 管理团队审议。

- C. Contacting DCC Support. Customer Contacts may contact DCC Support for assistance with Support Cases by the following methods: (1) submitting a Support request via email; or (2) calling the number provided by DCC. All Customer Contacts must be reasonably proficient in the use and functionality of the Service and familiar with the Documentation and will use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.

联系 DCC 支持。客户联络人可以通过以下方式联系 DCC 支持, 寻求关于支持工单的帮助: (1) 通过电子邮件提交支持请求; 或者 (2) 拨打 DCC 提供的电话号码。所有客户联络人必须合理具备熟练使用服务和相关功能的能力, 熟悉中国区服务文档, 并尽合理努力确保所发现的错误不是客户设备、软件或互联网连接的问题。

- D. Submission of Support Cases. Each Support Case must: (1) designate the Severity Level of the Error

in accordance with the definitions in Table 1; (2) identify the Account that experienced the Error; (3) include information sufficiently detailed to allow DCC to effectively assess the Error, including any relevant Error messages, but not export-controlled data, Personal Information (as defined in the DPA), sensitive data (including “important data” or “core data,” as defined under PRC Laws), other regulated data, or Customer Data; and (4) provide accurate contact information for the Customer Contacts most familiar with the issue. The Customer Contacts must also give DCC any other important Support Case information in a timely manner. Information submitted pursuant to a Support Case is not Customer Data. Unless Customer expressly designates the Severity Level, the Support Case will have a default designation of Severity Level 4. If a Customer Contact submits a Support Case related to enhancement or feature requests, DCC will deem the Support Case closed once the request has been forwarded internally.

提交支持工单。每个支持工单必须：(1)根据表 1 中的定义指定错误的严重程度；(2)指明发生错误的账户；(3)包含足够详细的信息，以便 DCC 有效评估错误，包括任何相关的错误消息，但不包括受出口管制的数据、个人信息（根据 DPA 的定义）、敏感数据（包括中国法律定义的“重要数据”或“核心数据”）、其他受监管数据、或客户数据；以及(4)提供最熟悉问题的客户联络人的准确联系信息。客户联络人还必须及时向 DCC 提供任何其他重要的支持工单信息。根据支持工单提交的信息不属于客户数据。除非客户明确指定严重等级，否则支持工单将默认为严重等级 4。如果客户联络人提交了与优化或功能请求相关的支持工单，一旦此等请求在DCC内部被转发给相关部门，DCC 将认为该支持工单已关闭。

Table 1: Error Severity Level Definitions

表 1: 错误严重等级定义

Severity Level 1 (Critical Severity) 严重等级 1 (重大)	An Error that (a) renders the China Service completely inoperative, or (b) makes Customer's use of material features of the China Service impossible, with no alternative available. 出现的错误：(a) 使得中国大陆区完全无法运行，或者 (b) 使客户无法使用中国区服务的重要功能，且无其他替代方法。
Severity Level 2 (High Severity) 严重等级 2 (高)	An Error that (a) has a high impact on key portions of the China Service, or (b) seriously impairs Customer's use of material features of the China Service and Customer cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort. 出现的错误：(a) 对中国区服务的关键部分有很大影响，或者 (b) 严重影响客户使用中国区服务的重要功能，且客户无法在不花费大量时间或精力的情况下合理地暂时规避或避免该错误。
Severity Level 3 (Medium Severity) 严重等级 3 (中)	An Error that has a medium-to-low impact on the China Service, but Customer can still access and use some functionality of the China Service. 对中国区服务影响中等或较低的错误，但客户仍可访问和使用中国区服务的某些功能。
Severity Level 4 (Low Severity) 严重等级 4 (低)	An Error that has low-to-no impact on Customer's access to and use of the China Service. 对客户访问和使用中国区服务影响较小或没有影响的错误。

Table 2: Severity Level Response Times

表 2: 各严重等级的响应时间

Error Severity Level 错误严重等级	Initial Response Time Target 首次响应时间目标
Severity Level 1 (Critical Severity) 严重等级 1 (重大)	One (1) Hour — (1) 小时

Severity Level 2 (High Severity) 严重等级 2 (高)	Two (2) Business Hours 两(2)个工作小时
Severity Level 3 (Medium Severity) 严重等级 3 (中)	One (1) Business Day 一(1)个工作日
Severity Level 4 (Low Severity) 严重等级 4 (低)	Two (2) Business Days 两(2)个工作日

E. Error Response. Upon receipt of a Support Case, DCC Support will assess the Error based on the information submitted and the definitions in Table 1, and if DCC believes Customer's Severity Level designation is incorrect, DCC will promptly notify Customer. If Customer then identifies a reasonable basis for disagreeing with the Severity Level proposed by DCC, the Parties each will make a good faith effort to promptly discuss, escalate internally, and mutually agree on the appropriate Severity Level designation. DCC will then use commercially reasonable efforts to meet the Initial Response Time Target set forth in Table 2 above for the applicable Severity Level, as measured during the Support hours set forth in Table 3 below ("**Business Hours**", and each day having Business Hours is a "**Business Day**").

E. 错误响应。收到支持工单后, DCC 支持将根据提交的信息和表 1 中的定义评估错误, 如果 DCC 认为客户指定的严重等级不正确, DCC 将立即通知客户。如果客户有合理的理由不同意 DCC 提出的严重等级, 双方将秉持诚意及时讨论、在内部升级问题, 并共同商定适当的严重等级。然后, DCC 将尽商业上的合理努力, 在下文表 3 所列的支持时间内("工作小时", 包含工作小时的每一天为"工作日"), 达到上文表 2 中对应严重等级的首次响应时间目标。

Table 3: DCC Support Hours

表 3:DCC 支持时间

Region 地区	Working hours 工作小时	
	Severity 1 严重等级 1	Severity 2-4 严重等级 2—4
China Service 中国大陆区 region 服务区域	24x7x365	9AM-6PM China Standard Time, Mon-Fri 中国标准时间周一至周五, 上午 9 点至下午 6 点

II. Service Level Agreement

服务等级协议

A. Customer Eligibility for Service Level Credits.

客户根据服务等级获得额度的条件。

- Customer must notify DCC promptly if Customer believes that the China Service has failed to meet the "**Service Level**" (as defined in Table 4 in Section II(B) of this Support Policy) in a given month (such failure, if confirmed by DCC in accordance with such Section II(B), a "**Service Level Failure**"). 如果客户认为中国区服务在某个月未能达到"服务等级"(定义见本支持策略第 II(B)节表 4), 客户必须及时通知 DCC(如果 DCC 根据本支持策略第 II(B)节的规定确认未达到, 则称为"未达到服务等级")。
- If DCC determines, in its sole discretion, that there has been a Service Level Failure in a given month, DCC will provide Customer, as Customer's sole and exclusive remedy, the number of Consumption credits to which Customer is entitled, calculated in accordance with Section II(B) of this Support Policy ("**Service Level Credits**"); provided that Customer must request such Service Level Credits from DCC within 18 days after the end of the calendar month in which the Service Level Failure occurred (the "**Subject Month**"). "**Consumption**" means compute, storage, data transfer, and other categories of consumption of the China Service, as further described in the DCC Consumption Table referenced in the applicable Order Form and the Documentation (the "**DCC Consumption Table**"). DCC will provide Customer with the applicable Service Level Credits to be applied against Customer's Consumption of the China Service in the calendar month immediately

following the Subject Month. Service Level Credits may not be exchanged for, or converted to, monetary amounts.

如果 DCC 自行判断在某个月份未达到服务等级，作为客户唯一和排他的补救措施，DCC 将向客户提供根据本支持策略第 II(B) 条计算的、客户有权获得的消耗额度（“服务等级额度”）；但客户必须在未达到服务级别的自然月（“标的月”）结束后 18 天内向 DCC 申请此等服务等级额度。“消耗”是指计算、存储、数据传输和中国区服务的其他资源消耗类别，详见适用订单和中国区服务文档中引用的 DCC 资源消耗表（“DCC 资源消耗表”）。DCC 将向客户提供适用的服务等级额度，用于抵扣客户在标的月之后一个自然月的中国区服务消耗。服务等级额度不得兑换或转换为货币金额。

3. In determining whether DCC will provide Service Level Credits to Customer, as provided above, DCC will determine, in its sole discretion: (i) the extent to which a Service Level Failure is attributable to any acts or omissions of Customer; and (ii) the extent to which any of the exclusions described in Section II(C) of this Support Policy (the “**SLA Exclusions**”) apply.

在确定 DCC 是否按照上述规定向客户提供服务等级额度时，DCC 将自行决定：(i) 未达到服务等级在多大程度上归因于客户的任何行为或不作为；以及 (ii) 本支持策略第 II(C) 节所述的任何例外情况（“**SLA 例外**”）在多大程度上适用。

B. Service Level Calculation Methodology. Upon notice from Customer, as provided in Section II(A) above, DCC will determine, in its sole discretion, whether a Service Level Failure has occurred and, if so, which Customer Accounts were impacted and the relevant Customer-selected Cloud Provider and Region (as defined in the DCC Consumption Table) in which such Service Level Failure occurred (each a “**Failed Region**”). To make that determination, for all Customer Accounts within each relevant Failed Region during a Subject Month, DCC will determine: (i) how many operations Customer initiated in accordance with the Documentation (each, a “**Valid Operation**”); (ii) how many Valid Operations resulted in the China Service returning an internal error to Customer, after taking into consideration the SLA Exclusions listed in Section II(C) below (each, a “**Failed Operation**,” but with all repeated identical Failed Operations counting as a single Failed Operation); and (iii) the product of (a) 100 multiplied by (b) the quotient obtained by dividing the number of Failed Operations by the number of Valid Operations across all Customer Accounts within each applicable Failed Region (such resulting amount, the “**Error Rate**”). The Error Rate is 0 when a Customer Account is inactive, i.e., when there are no Valid Operations in a given one-minute interval during a Subject Month (each such interval, a “**Calendar Minute**”).

服务等级计算方法。根据上述第 II(A) 节的规定，在收到客户通知后，DCC 将自行决定是否未达到服务等级，如果确实未达到，哪些客户账户受到了影响，以及客户选择的、受未达到服务等级影响的云厂商和区域（定义见 DCC 资源消耗表）（各称为“失败区域”）。为做出上述判定，针对每个相关失败区域内的所有客户账户，DCC 将在标的月期间确定：(i) 客户根据中国区服务文档启动了多少次操作（每次为“有效操作”）；(ii) 考虑到下文第 II(C) 节列出的 SLA 例外后，有多少次有效操作导致中国区服务向客户返回内部错误（每次为“失败操作”，但所有重复的相同失败操作都算作一次失败操作）；以及 (iii) 用 (a) 100 乘以 (b) 失败操作次数除以每个适用失败区域内所有客户账户的有效操作次数的商而得出的值（由此得出的数值为“失败率”）。当客户账户处于非活动状态，即在标的月内某一给定的一分钟间隔内没有有效操作（每个此等间隔称为“自然分钟”），错误率为 0。

For each Subject Month, DCC will calculate: (A) the number of Calendar Minutes during which the Error Rate exceeded the “**Error Rate Threshold**” stated in Table 4 below (each such Calendar Minute, an “**Unavailable Minute**”); and (B) the percentage determined by multiplying 100 by the quotient resulting from (x) the difference between the number of Calendar Minutes and Unavailable Minutes, divided by (y) the number of Calendar Minutes (such resulting percentage, the “**Monthly Availability Percentage**”). Based on the resulting Monthly Availability Percentage, DCC will calculate the number of Service Level Credits, if any, owed to Customer in accordance with Table 4 below. As used in Table 4, “**Average Daily Credits**” means the total number of Consumption credits consumed by Customer in each Account in a Failed Region during a Subject Month, divided by the number of days in such month.

对于每个标的月，DCC 将计算：(A) 错误率超过下文表 4 中所述“错误率阈值”的自然分钟数（每一个此等自然分钟称为“服务不可用分钟”）；(B) 用 100 乘以 (x) 自然分钟数与服务不可用分钟数之差除以 (y) 自然分钟数的商而确定的百分比（得出的百分比称为“每月可用性百分比”）。根据得出的“每月可用性百分比”，DCC 将按照下表 4 计算欠客户的服务等级额度数量（如有）。表 4 中使用的“日均额度”是指客户在失败区域的每个账户在标的月内消耗的额度总数除以该月的天数。

Table 4: Service Level Credit Calculation

表 4: 服务等级额度计算

Monthly Availability Percentage 每月可用性百分比	Error Rate Threshold 错误率阈值	Service Level Credit 服务等级额度
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99.0% or higher (“Service Level”) 99.0% 或更高 (“服务等级”)	1%	No Service Level Credit 无服务等级额度
Under 99.0%, but greater than or equal to 95.0% 低于 99.0%, 但大于或等于 95.0%	1%	1 x Average Daily Credits 1 x 日均额度
Under 95.0%, but greater than or equal to 90.0% 低于 95.0%, 但大于或等于 90.0%	1%	2 x Average Daily Credits 2 x 日均额度
Under 90.0% 低于 90.0%	1%	3 x Average Daily Credits 3 x 日均额度

Example Calculation – Customer has two Customer Accounts (SFXX1, SFXX2) in a Failed Region. Each Customer Account submits Valid Operations at a steady rate of 50 Valid Operations per Calendar Minute. In the month of April, in each Calendar Minute of a 500-Calendar Minute period, all 50 Valid Operations submitted by SFXX1 succeeded, whereas SFXX2 experienced 2 Failed Operations out of a total of 50 Valid Operations. For each Calendar Minute during such 500-Calendar Minute period, Customer experienced an Error Rate of 2% across SFXX1 and SFXX2 in the Failed Region ($100 * (2 \text{ Failed Operations} / 100 \text{ Valid Operations})$). In this example, there were 500 Unavailable Minutes because the Error Rate exceeded the 1% Error Rate Threshold across both Customer Accounts. There are 43,200 Calendar Minutes in the month of April (30 days x 24 hours x 60 minutes). This results in a Monthly Availability Percentage of 98.8%, calculated as $((43,200 - 500) / 43,200 * 100)$. According to Table 4 above, if Customer experiences a 98.8% Monthly Availability Percentage with an Error Rate of 2%, Customer will receive 1x Average Daily Credits. If Customer used a total of 300 credits across both Customer Accounts in April, then Customer's Average Daily Credits for April would be 10 Credits (300 / 30 days in April). Since the Monthly Availability Percentage is 98.8%, Customer would be entitled (subject to satisfying the requirements under Section II(A)(2)) to receive 10 Service Level Credits (1 x 10 Average Daily Credits), in which case DCC would provide such credits to Customer to be applied against Customer's Consumption of the China Service in May.

计算示例—客户在失败区域有两个客户帐户(SFXX1、SFXX2)。每个客户帐户以每个自然分钟 50 次有效操作的稳定速率提交有效操作。4 月份, 在 500 个自然分钟的每个自然分钟内, SFXX1 提交的 50 次有效操作全部成功, 而 SFXX2 在总共 50 次有效操作中经历了 2 次失败操作。在这 500 个自然分钟期间的每个自然分钟内, 客户在失败区域的 SFXX1 和 SFXX2 中遇到的错误率为 2% ($100 * (2 \text{ 次失败操作} / 100 \text{ 次有效操作})$)。在此示例中, 有 500 分钟不可用, 因为两个客户帐户的错误率都超过了 1% 的错误率阈值。4 月份有 43200 个自然分钟 (30 天 x 24 小时 x 60 分钟)。因此, 每月可用性百分比为 98.8%, 计算公式为 $((43200 - 500) / 43200 * 100)$ 。根据上表 4, 如果客户的每月可用性百分比为 98.8%, 错误率为 2%, 则客户将获得 1 倍的日均额度。如果客户 4 月份在两个客户帐户上总共使用了 300 点额度, 那么客户 4 月份的日均额度为 10 点 (300 / 4 月份 30 天)。由于每月可用性百分比为 98.8%, 客户将有权 (在满足第 II (A) (2) 节要求的前提下) 获得 10 点服务等级额度 (1 x 10 点日均额度)。在这种情况下, DCC 将向客户提供此等额度, 用于抵扣客户在 5 月份的中国区服务消耗。

III. SLA Exclusions

SLA 例外

DCC will have no liability for any failure to meet the Service Level to the extent arising from:

DCC 不对因以下原因导致的任何未达到服务等级承担任何责任:

- A. Customer's failure to process Customer Data in the China Service in accordance with DCC's recommendations for use of the China Service — though, upon being notified of such a case, DCC will endeavor to help Customer address the failure (e.g., with additional recommendations);

客户未能按照 DCC 就使用中国区服务提出的建议, 在中国区服务中处理客户数据——不过在收到此类通知后, DCC 将努力帮助客户应对故障 (例如, 提出额外建议) ;

- B. Customer or User equipment;

客户或用户设备；

- C. Third-party acts, or services and/or systems not provided by or on behalf of DCC. For the avoidance of doubt, this exclusion (C) does not apply to the acts, services or systems of the Cloud Provider;

第三方行为，或并非由 DCC 或并非代表 DCC 提供的服务和 / 或系统。为免存疑，本例外条款 (C) 不适用于云厂商的行为、服务或系统；

- D. Force Majeure events — i.e., any cause beyond such Party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war;

不可抗力事件——即超出该方合理控制范围的任何原因，包括天灾、劳资纠纷或其他工业骚乱、系统性电力、电信或其他公用事业故障、地震、风暴或其他自然因素、封锁、禁运、暴乱、公共卫生突发事件（包括全球性流行病和区域性流行病）、政府行为或命令、恐怖主义行为或战争；

- E. Evaluation, free trial, or proof-of-concept use of the China Service; or

中国区服务的测评、免费试用或概念验证；或者

- F. Use of a Preview version of the China Service, or a China Service Preview feature or functionality (e.g., beta functionality not intended for production use).

使用中国区服务的预览版，或中国区服务的预览特性或功能（例如，不打算用于生产的测试功能）。