EMQ X Cloud Service Level Agreement

Effective date: 2019/8/31

This Service Level Agreement (SLA) specifies the service availability level indicators and compensation schemes of EMQ X Cloud (EMQC) provided by EMQ to customers. In particular, this service level agreement is only applicable to EMQC commerce edition, and not applicable to EMQC trial edition.

1．Definition

Service cycle: A service cycle is a natural month. If a customer uses an EMQC instance for less than one month, the accumulated use time of the EMQC instance for that month will be regarded as a service cycle.

Total minutes of service cycle: The total days in the service cycle \* 24 (hours) \* 60 (minutes).

Minutes of service unavailable: When all consecutive attempts by a customer to attempt to establish a connection with a specified EMQC instance fail within a certain minute, the EMQC instance service is considered unavailable for that minute. The sum of the minutes of unavailable EMQC instances in a service cycle is the minutes of service unavailable.

Monthly service fee: The total amount of service fees paid by a customer for a single EMQC instance in a natural month. If the customer pays the service fee for multiple months at a time, the monthly service fee will be calculated based on the number of months purchased.

2．Service availability

Service availability is calculated in terms of a single instance as follows:

Service availability = ((total minutes in the service cycle - minutes of service unavailable) / total minutes in the service cycle) \* 100%

The service availability of EMQC shall not be less than 99%. If the EMQC fails to meet the above availability commitment, the customer may be compensated in accordance with the provisions of Article 3 of this Agreement. The scope of compensation does not include the time when the service is unavailable due to the following reasons:

（1）System maintenance after EMQ notifies customers in advance, including cutting, maintenance, upgrade and simulated fault drill;

（2）Any network, equipment failure or configuration adjustment other than the equipment of the underlying cloud provider ;

（3）Hotspot issues;

（4）Client's application is attacked by hacker;

（5）The loss or leakage of data and passwords caused by improper maintenance or improper confidentiality of client;

（6）Client’s negligence or operation authorized by the client;

（7）The customer did not follow the EMQ product documentation or recommendations;

（8）Caused by force majeure.

3.Compensation scheme

3.1Compensation standard

According to the service availability of EMQC, the compensation amount is calculated according to the standards in the following table. The compensation is limited to vouchers used to purchase EMQC products, and the total amount of compensation does not exceed the monthly service fee paid by the customer on the EMQC in the month when the service availability commitment is not met (excluding the cost deducted by vouchers).

Service availability

Compensation vouchers amount

Less than 99% but equal to or higher than 95.00%

15% of monthly service fees

Less than 95.00% but equal to or higher than 90.00%

30% of monthly service fees

Less than 90.00%

100% of monthly service fees

3.2 Time limit for claim

Customers can claim for compensation for EMQC that did not meet availability last month after the fifth (5) working day of each month. The claim for compensation must be limited to two (2) months after the end of the relevant month in which EMQC has not met availability. Claims that exceed the time limit will not be accepted.

4. Other

EMQ reserves the right to make changes to this SLA clause. If there are any changes to the clause of this SLA, EMQ will notify you 30 days in advance by posting to the website or sending an email. If you do not agree with the changes made by EMQ to the SLA, you have the right to stop using EMQC. If you continue to use EMQC, you are deemed to accept the modified SLA.