

# Service Level Agreement

This Plant.id API Service Level Agreement (“SLA”) governs the use of the Plant.id API under the Terms and Conditions (“T&C”) between FlowerChecker s.r.o. (“Plant.id”, “us” or “we”) and users of the Plant.id API (“you” or “Customer”). This SLA applies separately to each account using the Plant.id API. Unless otherwise provided herein, this SLA is subject to the terms of the T&C and capitalized terms will have the meaning specified in the T&C. Plant.id reserves the right to change the terms of this SLA in accordance with the T&C.

## 1. Service Commitment

Plant.id will use commercially reasonable efforts to make the Plant.id API available 99.5% of the time. In the event Plant.id does not meet the goal of the declared API availability in a given calendar month (“Monthly Uptime Percentage”), you will be eligible to receive a Service Credit as described below.

## 2. Definitions

The following capitalized terms shall be given the meaning set forth below:

**PERFORMANCE DEGRADATION TIME** means that Plant.id API is not performing within the performance limit in defined prerequisites; both limits and prerequisites are stated in the table below. The performance is monitored by internal Plant.id service and the results are available at [admin.plant.id](http://admin.plant.id).

Commitment: Maximal time for processing the identification request	< 10 s per photo within request
Prerequisite: Maximal uploaded photos per minute	20
Prerequisite: Maximal photo size	1 Mpx

**TECHNICAL UNAVAILABLE TIME** means the Plant.id API is not available for use according to third party performance and monitoring services contracted by Plant.id at its sole discretion (the “Monitoring Service”). The Monitoring Service reports of availability is currently available at [status.plant.id](http://status.plant.id); provided that service issues or outages relating to any Exclusions (defined below) shall not be deemed as Unavailable Time.

**MONTHLY UPTIME PERCENTAGE** is calculated by subtracting from 100% the percentage of continuous 5 minute periods during the Service Month in which the Plant.id API was in a state of “Logical Unavailable Time” or “Performance Degradation Time” as identified by Monitoring Services.

**SERVICE CREDIT** is a dollar credit, calculated as set forth below, that Plant.id may credit back to an eligible Customer account:

- For a calendar month where the Uptime Monthly Percentage, as identified by Monitoring Service, Plant.id, at its sole discretion after confirming the nature and accuracy of the Unavailable Time, will credit Customer’s account a percentage of that month’s billings, as defined by this table:

<b>Monthly Uptime Percentage</b>	<b>Service Credit</b>
<99.5%	10%
<98%	50%
<95%	100%

- Service Credit shall be issued to Customer’s Plant.id balance for future use only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account.

### 3. Credit Request and Payment Procedures

To apply for a Service Credit, the customer must submit an email to [business@flowerchecker.com](mailto:business@flowerchecker.com) within 7 days of the month in which the Unavailable Time occurred. The ticket must include

- i. "SLA Claim" as the subject of the ticket;
- ii. the dates and times of the Unavailable Time for which you are requesting credit;
- iii. any applicable information that documents the claimed outage.

### 4. Exclusions

Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination of the Plant.id API, or any other Plant.id API performance issues, that:

- i. are caused by factors outside of Plant.id's reasonable control, including, without limitation, any force majeure event, carrier related problems or issues, or Internet access or related problems beyond the demarcation point of Plant.id or its direct hosting subcontractors (i.e beyond the point in the network where Plant.id maintains access and control over the Plant.id Services);
- ii. result from any actions or inactions of Customer or any third party (other than Plant.id's direct hosting subcontractor);
- iii. result from Applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Plant.id's direct control);
- iv. arise from Plant.id's suspension and termination of Customer's right to use the Plant.id Services in accordance with the T&C,
- v. are scheduled maintenance;
- vi. are problems or issues related to alpha, beta or not otherwise generally available Plant.id features or products (collectively, the "Exclusions").

## 5. Sole Remedy

Service Credits shall be your sole and exclusive remedy for any unavailability or non-performance of the Plant.id Services or other failure by us to provide the Plant.id Services.