

Service Level Agreement



FlowerChecker

1 Introduction

- 1.1 This FlowerChecker API Service Level Agreement ("SLA") governs the use of the FlowerChecker APIs under the Terms and Conditions ("T&C") between FlowerChecker s.r.o. ("us" or "we") and users of the FlowerChecker APIs ("you" or "Client").
- 1.2 This SLA applies separately to each account using the FlowerChecker APIs. 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.
- 1.3 FlowerChecker reserves the right to change the terms of this SLA in accordance with the T&C.

2 Definitions

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

Monitoring Service	The third-party performance and monitoring service contracted by FlowerChecker, which reports the availability. Currently available at https://status.kindwise.com/ .
API Availability	The proportion of uptime, during one calendar month according to the Monitoring Service.
Unavailable Time	The proportion of downtime, during one calendar month according to the Monitoring Service.
Slow Identification	Identification that exceeds the maximal time for processing one identification request, which is stated in 4.1.
Performance Degradation Percentage	The percentage of Slow Identifications out of all identifications in one calendar month. Currently available at the Monthly stats page at https://admin.mlapi.ai/ .
Service Credit	Credit calculated in section 4.3, that FlowerChecker may credit back to an eligible Client account.

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3 Prerequisites

- 3.1 The following prerequisites must be met by the Client, otherwise, the Client is not entitled to the fulfillment of the obligations defined by FlowerChecker in Art. 4.
- 3.2 Prerequisites depend on the mode and the Tier to which the client belongs according to the price list at <https://www.kindwise.com/pricing>.
- 3.3 Prerequisites are following:

	Tier A, Tier B	Tier C	Tier D, Retroactive Pay
Maximal photo size	2 MP	2 MP	2 MP
Maximal uploaded photos per minute	20	60	240

4 Service Commitment

- 4.1 FlowerChecker will use commercially reasonable efforts to meet the following commitments:

Metric	Commitment
API Availability	> 99.5%
Maximal time for processing one identification request	< 10 s per photo within the request
Identification Answer availability to the Client	> 3 months from the date of submitting the identification request

- 4.2 In the event FlowerChecker does not meet the goals stated in 4.1 in a given calendar month, the Performance Degradation Percentage is subtracted from the API Availability.
 - 4.2.1 The Client using Prepaid Mode is eligible to receive an additional Identification Credit which is calculated as a percentage of credits purchased in the last paid invoice, as described in the following table. Service Credit shall be issued to Client's balance in the Admin Panel for future use only, no refunds or cash value will be provided.
 - 4.2.2 The Client in the Retroactive Mode is eligible to receive a discount on the invoice in a given calendar month, as described in the following table:

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API Availability <i>minus</i> Performance Degradation Percentage	Service credit or Discount
<99.5%	10%
<98%	50%
<95%	100%

5 Credit Request and Payment Procedures

- 5.1 To apply for a Service Credit, the Client must submit an email to business@kindwise.com within 7 days of the month in which the Unavailable Time occurred. The ticket must include
- 5.1.1 "SLA Claim" as the subject of the ticket;
 - 5.1.2 the dates and times of the Unavailable Time for which you are requesting credit;
 - 5.1.3 any applicable information that documents the claimed outage.

6 Exclusions

- 6.1 Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension, or termination of the FlowerChecker APIs, or any other FlowerChecker APIs performance issues, that:
- 6.1.1 are caused by factors outside of FlowerChecker'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 FlowerChecker or its direct hosting subcontractors (i.e beyond the point in the network where FlowerChecker maintains access and control over the FlowerChecker Services);
 - 6.1.2 result from any actions or inactions of Client or any third party (other than FlowerChecker's direct hosting subcontractor);
 - 6.1.3 result from Applications, equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within FlowerChecker's direct control);
 - 6.1.4 arise from FlowerChecker's suspension and termination of Client's right to use the FlowerChecker Services in accordance with the T&C,

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6.1.5 are scheduled maintenance;

6.1.6 are problems or issues related to alpha, beta, or not otherwise generally available FlowerChecker APIs features or products (collectively, the “Exclusions”).

7 Sole Remedy

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

This Service Level Agreement is effective from **12. 9. 2023**.