Flow Commerce API Service Level Agreement

Flow Commerce API SLA

During the Term of the applicable Flow Commerce Agreement (the "Agreement"), the Flow Commerce API will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Flow Commerce API SLA"). If Flow Commerce does not meet the Flow Commerce API SLA, and if Customer meets its obligations under this Flow Commerce API SLA, Customer will be eligible to receive the Service Credits described below. This Flow Commerce API SLA states Customer's sole and exclusive remedy for any failure by Flow Commerce to meet the Flow Commerce API SLA.

Definitions

The following definitions shall apply to the Flow Commerce API SLA.

- Flow Commerce Covered Modules are Localization, Pricing, Landed Cost, Payment or Logistics as described at https://docs.flow.io and available at https://api.flow.io

- Downtime means, there is more than one minute of sustained unavailability of all of the APIs provided by a Module.

- Sustained unavailability is defined as all healthcheck requests to a Module within a one minute period have failed.

- Monthly Uptime Percentage means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

- Monthly Subscription Fee means the platform subscription fee as defined in the Agreement in a calendar month.

- Subscription Credit Percentage means the percentage of the Monthly Subscription Fee that will be eligible as a credit to future Monthly Subscription Fees.

- Service Credit means the following:

Aa Monthly Uptime Percentage	# Subscription Credit Percentage
< 99.9% & >= 99.0%	10%
< 99.0% & >= 95.0%	25%
< 95.0%	50%

- Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Flow Commerce within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

- Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Flow Commerce to Customer for all Downtime that occurs in a single calendar month shall not exceed 50% of that month's subscription fee.

- Measurement. Flow Commerce API SLA is as measured by NewRelic availability report. Flow Commerce reserves the right to change, without notice, the measurement party.

- Flow Commerce API SLA Exclusions. The Flow Commerce API SLA does not apply to any services that expressly exclude this Flow Commerce API SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third-party equipment, or both (not within the primary control of Flow Commerce).