

# Blits B.V. General Terms & Conditions

*Last updated: 17<sup>th</sup> of December 2024*

We advise that you carefully read these General Terms & Conditions so that you are aware of your rights and duties under the Agreement between you and us. You shall be identified as the Client.

## **Chapter 1. Definitions**

In these General Conditions the following terms, identified by capital letters, shall have the following meaning:

### **Blits BV (hereinafter referred to as 'Blits')**

the private company with limited liability Blits BV, with registered office at Warmoesstraat 151, 1012 JB Amsterdam, the Netherlands;

### **Blits Platform (or 'Platform')**

The software platform of Blits, (the product);

### **General Conditions**

these general conditions of Blits;

### **Service(s)**

the Services provided by Blits;

### **Intellectual Property Rights**

all intellectual property rights, such as copyrights, trademark rights, law of patents, trade name rights, database rights and related rights, including related rights such as rights to knowhow and domain names;

### **Client**

you, the Client and counter party of Blits of the Agreement;

### **Agreement**

the agreement for Services between Blits and Client specifying the Services;

### **Parties**

Blits and the Client, individually referred to as 'Party' and collectively as 'Parties'.

### **Interaction**

An interaction is defined as a user input, to which the platform responds. A single interaction consists of all API calls that are required to handle the interaction (such as translation, voice, intent recognition) and generate a response;

### **Tenant**

A environment specific setup for the Client, which can be use within their organization with different users;

### **Authorized users**

(admin) users with access to the Blits platform;

### **User(s)**

A user with access to (public) content, products and Services of Blits.

### **Modules**

Additional platform modules, to increase functionality on the platform from 3rd party Services. Modules are not included in this contract.

### **Site(s)**

The domain blits.ai and all associated Sites, websites and Services such as - but not limited to - www.blits.ai, platform.blits.ai, support.blits.ai that are operated by Blits.

## **Chapter 2.        Applicability**

1. The General Conditions apply to every Agreement between Blits and Client. Possible general conditions of the Client are hereby explicitly rejected.
2. Blits offers the Sites, including all information, tools and Services available from the site to the Client, the user, conditioned upon the client's acceptance of all terms, conditions, policies and notices stated here.
3. Derogations from and additions to the Agreement are exclusively valid when Parties agreed in writing to them.
4. These General Conditions also apply to the provision of the Services by the other party, when the Client involves other Parties in order to provide the Services.

5. Blits is entitled to amend these General Conditions. Substantive changes enter into force one (1) month after publication. The Client's continued use of our Services following the posting of any changes constitutes acceptance of those changes.
6. The Client can review the most current version of the Terms and Conditions at any time on [www.blits.ai](http://www.blits.ai).
7. Any new features or tools which are added to the current Services or Sites shall also be subject to these Terms and Conditions.

### **Chapter 3. Establishment of the Agreement**

1. Please read these Terms and Conditions carefully before accessing or using our Sites. By accessing or using any part of the Sites, Client agrees to be bound by these Terms and Conditions. If Client doesn't agree to all the terms and conditions of this agreement, then Client may not access the Sites or use any of our Services.
2. Offers of Blits are non-committal, unless a period of validity is included in the offer. If no period of acceptance is included, the offer will always expire after one month.
3. By visiting our Sites, Clients engage in our "Service" and agree to be bound by these Terms and Conditions as stated in this document. These Terms and Conditions apply to all users of the Sites, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.
4. If the Client assigns an assignment without a preceding offer to Blits, Blits is only bound to this assignment after it has confirmed this in writing to the Client.
5. An offer for the provision of multiple Services does not force Blits to the provisioning of a part of the Services in this offer at a corresponding amount of the price.
6. Offers, quotations and rates do not automatically apply to re-orders and/ or new assignments.

- 7 By agreeing to these Terms and Conditions, Client represents that Client is at least the age of majority in Client's state or province of residence, or that Client is the age of majority in the Client's state or province of residence and Client has given us consent to allow any of Client's minor dependents to use our Sites or Services.
- 8 Client may not use our products for any illegal or unauthorized purpose nor may Client, in the use of Services, violate any laws in Client's jurisdiction, (including but not limited to copyright laws).
- 9 We reserve the right to refuse any order Client places with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per company or per order. These restrictions may include orders placed by or under the same customer account or the same payment mechanism such as a credit card. In the event that we make a change to or cancel a request, we may attempt to notify Client by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit requests that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

## **Chapter 4.      The Service**

1. Blits offers its Platform by means of a 'Software as a Service' model. This model shall be understood to refer to: the 'remote' placing and maintaining at the disposal of Client of software by Blits via the internet or another network, without providing Client with a physical data medium on which the software in question is stored.
2. Use of the Platform is provided by means of a subscription, defined in the Client agreement.
3. Services provided by Blits under the subscription includes setting up and configuring the Blits Platform, unless specifically excluded in the offer or quote.
4. Access to the Blits Platform is provided to Client by means of user-accounts. Blits will provide the Client with the relevant login details.

5. If Client wishes to make a change in the number of active user-accounts they can manage this within their customer portal provided by Blits.
6. Blits will provide access to the latest version of the Platform for use by Client and its authorized users included in the subscription.
7. Certain products or Services may be available exclusively online through the website. These products or Services may have limited quantities. We reserve the right to limit the quantities of any products or Services that we offer.
8. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this site is void where prohibited.
9. We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by the Client will meet the Client's expectations, or that any errors in the Service will be corrected.
10. We reserve the right at any time to modify the Service or products (or any part or content thereof).
11. We may provide Client with access to third-party tools over which we neither monitor nor have any control nor input. Client acknowledges and agrees that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to Client's use of optional third-party tools. Any use by Client of optional tools offered through our Service is entirely at Client's own risk and discretion and Client should ensure that Client is familiar with and approves of the terms on which tools are provided by the relevant third-party provider(s).
12. We may also, in the future, offer new Services and/or features through the Service or websites (including, the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms and Conditions.

13. Occasionally there may be information on our Sites or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after Client has submitted it's order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **Chapter 5. Fair Use Policy**

The Services are designed as a shared Service. Clients activities could have an impact on other Clients using the Blits Platform. To ensure a good user experience for all Clients, Blits applies a Fair Use Policy;

- 1 Client agrees not to place excessive demands on Services, and/or agrees not to make unauthorized use of the Services and/or the Hosting Environment. For example: heavy (usage that negatively impacts the user experience of other Client(s) and/or negatively impacts the systems used by Blits for operating the Blits Platform is considered unfair use.
- 2 Blits reserves the right to immediately suspend the provision of the Services in case the Client does not act in line with the Fair Use Policy.

## **Chapter 6. Intellectual Property Rights**

- 1 All Intellectual Property Rights that rest on documents or materials that Client delivers to Blits in the framework of the execution of the Agreement or imports, generates or creates within the platform, remain at all times with Client. Client provides a worldwide, non-exclusive and sublicensable license to Blits in order to use the delivered materials for the execution of the Agreement.

2. The Intellectual Property Rights which lie with Blits when entering into the Agreement, remain with Blits.
3. If and to the extent that with the execution of the Agreement, Intellectual Property Rights arise on the outcome of the Services, these Intellectual Property Rights shall rest with Blits.
4. On condition that Client has complied to all of its (payment) obligations under the Agreement, Client will obtain a limited, non-transferrable, non-exclusive license in order to make use of the Intellectual Property Rights on the outcome of the Services.
5. Client agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.
6. If, at our request, Client sends certain specific submissions (for example contest entries) or without a request from us Client sends creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'Submissions'), Client agrees that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Submissions that Client forwards to us. We are and shall be under no obligation (1) to maintain any Submissions in confidence; (2) to pay compensation for any Submissions; or (3) to respond to any Submissions.

## **Chapter 7. Data & Personal Data**

1. The client submission of personal information through the Service is governed by our Privacy Policy. To view our Privacy Policy, please refer to this link: [www.blits.ai/privacy-policy](http://www.blits.ai/privacy-policy)
2. As a result of using the Blits Platform, data is being generated. Blits is eligible to use these results for benchmarking Services and publications, as long as the results are anonymized and aggregated. Anonymity will be preserved by 1) separating aggregated data from organizational and/or personal identities, and 2) aggregated data is based on general metrics, not traceable to an organization and/or person.

- 3 Blits requires no processing of personal data to run its services. The Blits platform only processes and requires Client data in order to run. Client is the data controller of any (personal) data processed on the Blits. Blits is a data processor. Any (personal) data or Client data will be destroyed upon first request of Client.
- 4 Blits can't limit or permit the sharing of using of personal data from any chat or voicebot users, as it has no control over how the bot is developed by the Client. Nor can it limit the development of any bots that prime for any (personal) data by the Client. Setting up the right conditions to handle (personal) data is and remains the responsibility of the Client.
- 5 Blits advises the following about handling of any (personal) data in Blits:
  - Never ask for (personal) data in conversations to bot users, if not required for the purpose of the use-case;
  - If (personal) data is requested from the client, flag this question as 'sensitive' in the dialog manager to limit the storing of the answers to any (Blits) services;
  - Don't store any (personal) data in the Blits Platform. Blits can act a stateless service, when connected to Client IT systems;
  - Use the Blits GDPR module to enable an opt-in on processing any personal data at the start of every bot conversation. This requires the Client to set and share a privacy policy for every conversation.
  - Use the Blits GDPR module to automatically scan for (personal) data in any conversation. If any personal data is detected the data will be masked. This will limit the storing of the (personal) data to any (Blits) services.
7. Blits reserves the right to retain anonymized Client data in case the data is deemed necessary for the provision and improvement of Blits Services and/or other business purposes. Client ensures that each user(s) follows instructions and / or regulations provided by Blits with regards to the correct use of the platform. In case certain action(s) of a user, demonstrably jeopardizes the performance of the platform, Blits is entitled to deny or prevent such participant immediate access to the platform.

8. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

## **Chapter 8.      Additional Services**

- 1 Blits always provides its Services according an obligation of means and it will not guarantee with regards to the result of its Service, unless Parties explicitly agree otherwise in writing.
- 2 Blits will implement the Agreement to the best of it's knowledge and ability and in accordance with the laid down requirements for a professional party. If and as far as a proper implementation requires this, Blits has the right to let third parties execute certain activities, at the discretion of Blits.
- 3 An agreed term is considered as a final deadline, only when that is explicitly determined in writing in the Agreement. In all other cases the agreed term shall be regarded as indicative.
- 4 Blits is entitled to the execution of the activities in parts or phases, whereby every part or every phase separately can be invoiced.
- 5 Clients integrating third-party services or developing additional features are required to adhere to the Input Validation Policy (Section 4 of the EULA) to ensure secure data processing and input handling.

## **Chapter 9.      Client's obligations**

1. Client undertakes to provide all necessary information and cooperation required by Blits. This includes ensuring that input validation controls are in place as outlined in the Input Validation Policy (Section 4 of the EULA). Blits may suspend the activities as long as Client does not comply to the obligation in this provision. Blits shall never be liable for any damage and/or delay caused by not, not timely, or flawed complying to the duty of disclosure and obligation to cooperate as referred to in this article.

2. Client agrees that 'Comments' refers to any submissions, content, feedback, or material, whether written, verbal, or electronic, provided by the Client through Blits services. Such Comments must not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary rights. Client further agrees that Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. Clients are responsible for sanitizing all user-provided data in compliance with the Input Validation Policy (Section 4 of the EULA).
3. Client will not use a false e-mail address, pretend to be someone other than themselves, or otherwise mislead us or third parties as to the origin of any Comments. Client is solely responsible for any Comments made and their accuracy. Blits takes no responsibility and assumes no liability for any Comments posted by Client or any third-party.
4. In addition to other prohibitions as set forth in the Terms and Conditions, Client is prohibited from using our Sites, Services or their content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other Sites, or the Internet. We reserve the right to terminate the use of the Services or any related Sites for violating any of the prohibited uses.
5. The Client must not transmit any worms, viruses or any code of a destructive nature.

## **Chapter 10. Termination of the Agreement**

- 1 The duration of the Agreement is determined in the Agreement itself.
- 2 Blits is allowed to terminate the Agreement in writing at all times with due regard to a period of notice of 90 calendar days. Blits shall not be required to any form of compensation or financial remuneration caused by a (intermediate) termination.
- 3 Either Party will have the right to terminate the entire Agreement or partially with immediate effect, if the other party goes bankrupt or is granted a moratorium, including the case of termination or liquidation of the company of the other Party
- 4 Client may terminate these Terms of Service at any time by notifying us via writing that client no longer wishes to use our Services, or when the Client ceases using our sites if no Agreement is in place.
- 5 If the Agreement is terminated at any time and at that moment Services have already been implemented, the already implemented Services and the related payment obligation of Client will not be subjected to any obligation to undo, unless Client can prove that Blits is in default with regards to specifically the Services. The amounts that have been invoiced prior to the termination by Blits regarding the proper implementation or delivered performance in the framework of the Agreement remain due in full and are repayable on demand at the moment of termination.
- 6 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms and Conditions are effective unless and until terminated by either Client or us.
- 7 If in our sole judgment Client fails, or we suspect that Client has failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and Client will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the Client access to our Services (or any part thereof).
- 8 A breach or violation of any of the Terms will result in an immediate termination of Clients Services and/or Agreements.

## **Chapter 11. Subscription plans, additional charges and payment**

1. All amounts as mentioned in an offer or Agreement are expressed in Euros and are provided excluding VAT and possible other imposed charges by the government, unless mentioned differently.
2. Subscription plan duration:  
Blits subscription plans have a standard duration of one year, unless agreed otherwise. Subscriptions can start at any given day in the year and renew automatically for one additional year.
3. Additional charges duration:  
Blits charges for usage, seats, services and other items not included in the subscription plan. Invoices for additional charges will be generated by Blits at the end of each calendar month, or at the change of a subscription plan.
4. Any unused seats, services, bots, interactions or any other features for any given month, are not transferred as credit to following months.
5. Client has the right to upgrade or downgrade to another subscription plan at any time within the platform client admin portal. Invoicing of the new plan will be implemented directly after upgrading or downgrading a subscription plan.
6. Payment terms for subscription plans are prepaid, unless another period has specifically been offered by Blits and accepted by Client in writing
7. Payment terms for additional charges are zero days at the end of each calendar month by automatic payment mechanism, unless another period has specifically been offered by Blits and accepted by Client in writing.
8. Client is responsible to have an up to date, accepted and working automatic payment method listed in their account.
9. Client shall settle all invoices directly before the agreed date. If payments are not made on time, this instalment shall be considered as final deadline and the Client will be in default, without further notice of default.

10. If a client is in default or doesn't have a working and accepted automatic payment listed in Client account, Blits is entitled to disable all services and terminate this agreement directly.
11. If Client believes the amount of the invoice is incorrect, or there is another inadequacy in the invoice, Client shall immediately inform Blits accompanied by convincing evidence of its position. Contestation of (a part of) an invoice does not suspend the payment obligation of the Client with regard to an invoice.
12. Blits is entitled to change its rates at any time. Blits shall inform Client at least 2 (two) months prior to an adjustment of rates. If Blits has announced an adjustment of rates, Client may terminate the Agreement until one month before the moment the adjustment of rates enters into force.
13. Blits is entitled to annually increase its rates in accordance with the Consumer price index, as published by Statistics Netherlands (CBS, <https://www.cbs.nl>), without this providing the right to denounce or terminate otherwise for the Client.

## **Chapter 12. Liability**

- 1 The liability of Blits is limited to compensation of direct damage regardless the reason for the liability.
- 2 Direct damage shall only mean:
  - a. Property damage, only within the meaning of article 3 paragraph 3 of Dutch Civil Code;
  - b. Reasonable costs for the prevention of property damage, to the extent that Client can prove that these expenses have led to a limitation of the direct damage within the meaning of the Agreement;
  - c. Reasonably made expenses by Client in order to determine the cause and size of the damage, to the extent that the determination relates to the direct damage within the meaning of the Agreement;
  - d. Reasonably made costs that have to be made by Client in order to correspond to the performance of Blits.

- 3 Blits is not liable for other damage than direct damage, such as lost profits, lost sales, loss of expected savings and other similar financial losses, as well as loss of goodwill or name or reputation and all other damage which is not covered by the abovementioned direct damage.
- 4 Blits shall not be liable for damages resulting from inadequate input validation or data sanitization on customer systems, as outlined in the Input Validation Policy (Section 4 of the EULA).
- 5 To the extent that Blits is liable, this liability is limited to maximally the actually previously paid compensation by Client under the Agreement.
- 6 The right of Client to claim compensation expires at least one (1) year after the event that caused the damage took place.
- 7 Client agrees to indemnify, defend and hold harmless Blits and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Client's breach of these Terms and Conditions or the documents they incorporate by reference, or Client's violation of any law or the rights of a third-party.

## Chapter 13. Service Levels

1. Blits Service desk hours from 9:00 to 18:00 hours CET (excluding Dutch national holidays) unless agreed otherwise. The Service desk is reachable phone, via [support@blits.ai](mailto:support@blits.ai) or via the platform widget.
2. Based on the active product plan the helpdesk is available via different channels and has a different availability.

Product Plan	Free	Startup	Pro	Enterprise
<b>Helpdesk channels</b>	n/a	Email, Platform widget	Email, Platform widget, Phone	Email, Platform widget, Phone

<b>Opening times</b>	n/a	Business Hours CET time zone	Business Hours CET time zone	Business hours CET time zone (Silver), or 24/7, 5 days a week (Gold)
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3. Blits is committed to making the platform available to Clients 24 hours a day 7 days a week. Blits will use commercially reasonable efforts to provide Client with an average monthly availability of at least 95%.
4. Based on the active product plan the service level for availability, incidents resolve times and performance is different.

<b>Product Plan</b>	<b>Free</b>	<b>Startup</b>	<b>Pro</b>	<b>Enterprise</b>
<b>SLA Availability</b>	n/a	95%	99,5%	99,8%
<b>SLA Incident resolve times*</b>	n/a	N/a	See table 2 in appendix	See table 2 in appendix
<b>SLA system performance</b>	n/a	n/a	n/a	See table 4 in appendix

*\*See Table 2 in the appendix for more information about the SLA for incidents*

5. In case Blits does not achieve the availability level of the product plan as the sole remedy a credit on variable charges will be provided as listed in table 1: Service credit.
6. Services levels are calculated as:

$$A = \% \text{ Availability}$$

$$B = \text{Scheduled Uptime (hours per day} * \text{days per month})$$

C = Downtime defined as unscheduled downtime and emergency maintenance.

$$A = \frac{(B - C) * 100}{B}$$

7. Planned outages, either suspending Service in full or in part, which Blits will endeavor will be announce no later than 24 hours in advance.
8. Incidents or bugs can be notified to Blits via [incidents@blits.ai](mailto:incidents@blits.ai), the Blits account manager if applicable, or via the platform widget.
9. Client is obliged to supply Blits (via the platform) with contact details of a Client admin user to receive important updates regarding incidents, updates or maintenance, and to keep these contact details updated at all times.
10. Blits has the following definitions regarding incidents:
  - a. **Severity 1:** "Crisis" – Production use of the System\* is stopped or so severely impacted the Client cannot continue work; all users of the System are affected.
  - b. **Severity 2:** "Critical" – System features\* are unavailable with no acceptable workaround. Production use of the Hosted Applications is continuing in some areas.
  - c. **Severity 3:** Some business impact; little user impact – Important Hosted Applications features are unavailable, but a workaround is available.
  - d. **Severity 4:** Request information, cosmetic software defects, requests for an enhancement, or documentation, clarification regarding the System, but there is no impact on the operation of the System.
11. Defects resolution performance will be handled and measured by Blits according to appendix table 2: Incident SLA.
12. If an incident occurs due to a failure of 3rd party systems (i.e. Microsoft/Google AI Services etc.), these incidents will be handled the same as Severity 1-4 but will not affect the Service levels of Blits.

## **Chapter 14. Domains and Sites**

- 1 Blits is not responsible if information made available on our Sites are not accurate, complete or current. The material on our Sites are provided for

general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on our Sites is at Client's own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for Client's reference only. We reserve the right to modify the contents of our Sites at any time, but we have no obligation to update any information on our site. Client agrees that it is Client's responsibility to monitor changes to our site.

- 2 Certain content, products and Services available via our Service or Sites may include materials from third parties. Third-party links on our Sites may direct Client to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure Client understand them before Client engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **Chapter 15. Miscellaneous**

1. Client is not entitled to transfer arising rights and/or obligations from the Agreement to third parties without permission of Blits, unless Parties have agreed otherwise in writing.
2. If any provision of this Agreement is or becomes invalid or non-binding, Parties remain bound to the other provisions. Parties shall replace the invalid provisions in proper consultation by another provision which is valid and approximates the intention of Parties as far as possible.
3. These Terms and Conditions and any separate agreements whereby we provide Client's Services shall be governed by and construed in accordance with the laws of the Netherlands. All disputes shall at first

instance be presented to the competent court in the district where Blits is located.

4. Questions about the Terms and Conditions should be sent to Blits by email at [info@blits.ai](mailto:info@blits.ai).
5. In the event that any provision of these Terms and Conditions are determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

# Appendix

**Table 1: Service Credit**

	Availability SLA Result			Service Credit
Free	Startup	Pro	Enterprise	
n/a	>= 95%	>= 99.5%	>= 99.8%	0% of Variable Service Charges for such month
n/a	> 90%	> 98%	> 99%	5% of Variable Service Charges for such month
n/a	> 80%	> 95%	> 98%	10% of Variable Service Charges for such month
n/a	> 75%	> 90%	> 95%	15% of Variable Service Charges for such month
n/a	> 60%	> 70%	> 80%	25% of Variable Service Charges for such month
n/a	> 30%	> 30%	> 30%	50% of Variable Service Charges for such month

**Table 2: Incident Resolve SLA**

Incident Level	Service Level Incident resolve times				
	Free	Startup	Pro	Enterprise	
1	n/a	n/a	95% within 20 hours	95% within 4 hours	
2	n/a	n/a	90% within 48 hours	90% within 8 hours	
3	n/a	n/a	80% within 5 days	80% within 24 hours	
4	n/a	n/a	50% within 4 weeks	50% within 2 weeks	
Yearly measured. If service levels are not met, Client receives a service credit of 25 % of Variable Service Charges for previous 3 months.					

**Table 3: Incident Classification**

Classification	Description
<b>Severity 1</b>	"Crisis" – Bots stopped or so severely impacted that the client cannot continue work; all users of the System are affected.
<b>Severity 2</b>	"Critical" – System features* are unavailable with no acceptable workaround. Use of bots is continuing in some areas.
<b>Severity 3</b>	Some business impact; little user impact – Important bot feature(s) are unavailable, but a workaround is available.
<b>Severity 4</b>	Request information, cosmetic software defects, requests for an enhancement, or documentation, clarification regarding the System, but there is no impact on the operation of the System.

**Table 4: Performance SLA**

Performance item	Description	Enterprise plan
<b>Average response time</b>	The amount of time it takes for the customer and the bot platform to connect with each other	95% < 800ms
<b>Average loading time for developers in platform</b>	Average loading time for all user actions (save, edit, refresh, delete), excluding creating & publishing of models and bots.	95% < 5 sec
Monthly measured. If service levels are not met, Client receives a service credit of 10 % of Variable Service Charges for such month.		