

LICENCE AGREEMENT

DocuFlow/DocuBuilder

CLIENT AND SUPPLIER HEREBY DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

1. Definitions:
 - 1.1 Software: the software referred to in article 2 along with the relevant documentation and materials, which must be maintained by the Supplier pursuant to the 'Terms and Conditions for Licensed Use of Software supplied by Documizers';
 - 1.2 Equipment: the equipment and driver software that determine the performance of the software;
2. Software: licence with all associated modules, custom software and/or additional licences. All additions other than specific custom software are assumed to be standard. All of this in compliance with the quotation proposed by the Partner, Reseller or Supplier.
3. Equipment: the Client warrants that the equipment on which the software will be used complies with all of the requirements set by the Supplier, as set out in the user guide for the application.
4. The Client has purchased a licence to use the software and the associated documentation developed by the Supplier for X users and X extra connectors, as described in the quotation; accordingly, a licence agreement exists with the Supplier based on the 'Terms and Conditions for Licensed Use of Software supplied by Documizers' for those same users and extra connectors.
5. In the event of changes to the number of licences or the associated number of users after the date of signing, any such changes are subject to the provisions of this agreement. The number of users and connectors in the software licence determine the number of users based on which the amount owed by the Client is calculated.
6. The Client is aware of the following:
 - The licence agreement is entered into for a period of one year, after which the agreement will be renewed automatically for a period of one month at a time, unless the agreement is terminated in accordance with the terms and conditions of licensing.
 - A licence agreement for a Proof Of Concept (POC) is entered into for a period that is identical to the period of the POC.
 - A monthly fee is payable for the use of DocuFlow, as specified in the quotation.
 - If applicable, a monthly fee as stated in the quotation is payable for each extra connector.
 - If applicable, a monthly fee as stated in the quotation is payable for the maintenance of custom software.
 - The monthly fee for the standard licence is invoiced at the beginning of each month of use.
 - The Supplier decides whether version releases or updates will be issued.
 - The agreement entitles the Client to all updates, version releases and telephone support and/or remote support.
7. Support is provided on working days (Monday to Friday) between 8:30 and 17:00 CET/CEST. The Client reports the fault via the standard help desk system, receives confirmation within 4 hours (counting office hours only) and is updated on the progress every 24 hours. After 48 hours, the Client receives a proposal for resolving the fault along with an estimate of the time required. After the solution has been tested and approved by the Client, the Client confirms this to the Supplier.
8. All amounts are exclusive of Dutch VAT (BTW). Extra implementations of additional layouts, installation, and instruction will be carried out and charged in accordance with the quotation, as will travel expenses.