

# Documizers | Terms and Conditions

VERSION 01-01-2026

These Terms and Conditions describe the rules under which Documizers B.V. provides its software solutions and related services to customers. These terms apply to all customers who use the products and services of Documizers, including DocuFlow, DocuBuilder, and related modules, connectors, and custom components.

**By using the software or services of Documizers, the Customer agrees to these Terms and Conditions.**

## 1. Definitions

<b>Documizers</b>	Documizers B.V., located in Leusden, Storkstraat 12, 3833 LB, Chamber of Commerce 34362151.
<b>Customer</b>	Any business entity (B2B) that enters into an agreement with Documizers.
<b>Software</b>	All software provided by Documizers, including DocuFlow, related modules, integrations, connectors, and custom components.
<b>Services</b>	All maintenance and support services provided by Documizers from Product Development, Support, or Consultancy, including service contracts.
<b>User</b>	A natural person authorized by the Customer who has access to the Software and/or Services.
<b>Agreement</b>	The written or digital agreement between Documizers and the Customer to which these Terms and Conditions apply.
<b>Service Model</b>	The agreed level of support (Basic, Complete, or Premium).

## 2. Applicability

2.1 These Terms and Conditions apply to all quotations, agreements, deliveries, software access, and services of Documizers, unless otherwise agreed in writing.

2.2 General purchasing or other terms and conditions of the Customer do not apply.

2.3 Deviations from these terms are only valid if recorded in writing.

## 3. License and Right of Use

3.1 The Customer obtains a non-exclusive, non-transferable right to use the Software for the duration of the underlying Agreement.

3.2 The right of use applies to the number of users, integrations, and connectors as agreed.

3.3 Changes in the number of users or connectors automatically fall under these terms; the fee will be adjusted accordingly.

3.4 The Customer is not permitted to sell, rent, lease, or resell the Software, unless permitted by law.

3.5 The Customer is responsible for correct use of the Software and compliance with security and access rules.

3.6 Only natural persons employed by or working for the Customer may be granted access to the Software.

3.7 The Customer manages the user accounts and ensures compliance with these terms by its Users.

Appendix A contains the **License Overview**.

## 4. Term and Termination

- 4.1 The Agreement enters into force once it has been signed by both parties, unless otherwise stated in the signed quotation.
- 4.2 The Agreement is concluded for a term of twelve (12) months, unless otherwise stated in the signed quotation.
- 4.3 After expiry, the Agreement is automatically renewed for successive periods of twelve (12) months, unless the Customer or Documizers terminates it in writing or by email no later than three (3) months before the end date, unless otherwise stated in the signed quotation.
- 4.4 This applies to all products and services provided by Documizers, including software licenses and service models, unless otherwise agreed in writing.
- 4.5 For a **Proof of Concept (POC)**, the term equals the duration of the POC. After expiry, it is automatically converted to an annual term unless agreed otherwise.
- 4.6 Documizers and the Customer may terminate the services immediately in the event of a material breach that is not remedied within 30 days after written notice, or in the event of bankruptcy/suspension of payments of the other party.
- 4.7 Upon termination, the right of use expires and Documizers will delete customer data after the agreed retention period (see Article 10).

## 5. Prices and Payment

- 5.1 All amounts are exclusive of VAT and other taxes.
- 5.2 Invoicing takes place monthly in advance, unless otherwise agreed.
- 5.3 Payment term: 14 days after invoice date.
- 5.4 Payment is made by direct debit by default, for which the Customer provides a valid SEPA authorization. If the Customer indicates on the SEPA form that they do not wish to pay by direct debit, Documizers is entitled to charge an administrative fee of €8 per month.
- 5.5 In case of late payment, Documizers may charge statutory commercial interest, collection costs, and may suspend services.
- 5.6 Additional work, implementations, training, and travel expenses are invoiced separately.
- 5.7 Documizers may index its rates annually on January 1 based on the CBS Services Price Index, without termination rights for the Customer.

## 6. Maintenance, Updates, and New Versions

- 6.1 Documizers provides maintenance, updates, and new versions of the Software.
- 6.2 The Customer must accept updates to ensure continuity and security.
- 6.3 Maintenance will take place outside office hours where possible; if necessary during office hours, the Customer will be informed in advance.
- 6.4 Documizers may improve or modify the Software, provided that the core functionality is preserved.

## 7. Support and Service Model

Support is provided according to the agreed service model (Basic, Complete or Premium):

- **Basic:** ticket via email or portal, response within 2 business days.
- **Complete:** also telephone support, priority handling, response within 4 hours.
- **Premium:** monitoring, proactive incident handling, same-day consultation, monthly evaluation.

To use our Support department, **customers are required to have a Support Contract as of January 1, 2026**. Customers who have not yet taken out a Support Contract in 2025 will automatically receive the Basic Support subscription of €20 per month (2025–2026 rate) starting January 1, 2026.

Support hours: business days (Mon–Fri) 09:00–17:00 (Netherlands time).

Appendix B contains the **Service Model**.

## 8. Availability and Performance

8.1 Documizers aims for 99.9% availability per month, excluding planned maintenance and force majeure.

8.2 Uptime is measured on Documizers' infrastructure; external outages fall outside this measurement.

8.3 Planned maintenance takes place outside office hours where possible.

8.4 In case of structural SLA violations, compensation may be provided in accordance with Appendix C.

Appendix C contains the **Service Level Agreement**.

## 9. Fair Use

9.1 The Software is provided under the Fair Use principle (see Appendix D).

9.2 In the event of structural overuse, Documizers will consult with the Customer about adjusting the subscription or pricing.

9.3 If no solution is reached, Documizers may restrict or terminate the usage.

Appendix D contains the **Fair Use Policy**.

## 10. Data, Privacy and Security

10.1 The Customer remains the owner of all data that it places in the Software or Services.

10.2 Documizers processes personal data solely in accordance with the GDPR and appropriate security standards.

10.3 If necessary, the parties will conclude a separate data processing agreement.

10.4 The Customer may export its data within 30 days after termination; thereafter data will be deleted, subject to statutory retention obligations.

10.5 Documizers makes regular backups and implements appropriate security measures.

## 11. Intellectual Property

11.1 All rights to the Software, documentation and materials remain with Documizers or its licensors.

11.2 The Customer only obtains the right of use as described in these terms.

11.3 The Customer may not make copies, apply reverse engineering, or attempt to obtain the source code.

## 12. Liability

12.1 Documizers is only liable for direct damage resulting from an attributable breach.

12.2 Liability is limited to the amount the Customer paid in the 12 months preceding the damage (excl. VAT), per event or series of related events, with a maximum of €100,000.

12.3 Documizers is not liable for indirect damage such as consequential loss, loss of profits, or data loss, unless caused by intent or gross negligence.

## 13. Force Majeure

13.1 Documizers is not liable for failures caused by circumstances beyond its control, such as power outages, internet disruptions, natural disasters, war, government measures, or failures by suppliers.

13.2 In the event of force majeure, Documizers is not required to fulfil its obligations for as long as the situation persists.

13.3 If the force majeure situation lasts longer than 60 days, either party may terminate the Agreement without compensation.

## **14. Confidentiality**

Both parties shall treat confidential information as strictly confidential and use it solely for the performance of the Agreement.

## **15. Amendments**

15.1 Documizers may amend these Terms and Conditions.

15.2 Amendments will be announced at least 30 days in advance.

15.3 If the Customer does not agree with the amendment, they may terminate the Agreement up until the effective date of the amendment.

## **16. Applicable Law and Disputes**

16.1 These terms and all agreements between Documizers and the Customer are governed by Dutch law.

16.2 The parties will make every effort to resolve disputes through mutual consultation.

16.3 If consultation does not lead to a resolution, the dispute will be submitted to the competent court in the Netherlands.

## **Appendices**

A. License Overview

B. Service Model

C. Service Level Agreement

D. Fair Use Policy

## Appendix A – Subscription model

DocuFlow is available through a subscription model with volume-based discounts. The monthly subscription fee is determined by the number of DocuFlow modules selected and the number of users.

	GENERATOR	ARCHIVING	SIGNING	PROFESSIONAL	
	€14,00 / month per user	€14,00 / month per user	€17,50 / month per user	€25,00 / month per user	
 Generate	▶			▶	
 (Re)use	▶	▶	▶	▶	
 Send & Save	▶	▶	▶	▶	
 Sign			▶	▶	
 Archive		▶	▶	▶	
 Process Automation	▶	▶	▶	▶	<b>PROCESS MANAGER</b> <b>€30,00</b> / month per process

## Appendix B – Service Model

Documizers offers three service levels tailored to the customer’s needs. Each subscription includes support via the Documizers Support Portal and access to the latest software versions. To use our Support department, **customers are required to have a Support Contract as of January 1, 2026.**

	BASIC SUPPORT	FULL SUPPORT	PREMIUM SUPPORT
	<p>€20,00 per month*</p>	<p>€100,00 per month*</p>	<p>€250,00 per month*</p>
<b>Advantages:</b>	Support access	Quick help from support	Premium support and continuity of processes
<b>Submit tickets via email or portal</b>	▶	▶	▶
<b>Submit tickets by phone</b>		▶	▶
<b>Priority</b>	3	2	1
<b>Support response time (during office hours)</b> Incident response within...	2 days	4 hours	1 hour
<b>Consultancy within 1 day</b> Same day help from a consultant			▶
<b>Monitoring and proactive service interruption handling</b> Support monitors your environment and resolves service interruptions immediately			▶
<b>Regular consultation with consultant (once a month)</b> To discuss current incidents, optimisation opportunities, and new features and functionalities.			▶
<b>* Costs per month based on ticket amount</b> 1 t/m 20   20 t/m 50   50+ Tickets per year <small>Tickets based on any defects in DocuFlow are not included.</small>	€ 20   € 40   € 60	€ 100   € 200   € 300	€ 250   € 500   € 750

Most chosen

**Support hours:** Monday to Friday, 09:00–17:00 (Netherlands time), excluding official public holidays.

## Appendix C. Service Level Agreement (SLA)

### 1. Introduction

This Service Level Agreement (SLA) describes the service expectations and obligations regarding the availability, performance, security, and support of the applications provided by Documizers, including DocuBuilder and DocuFlow. This SLA applies to all Documizers customers and aims to ensure consistent and reliable service delivery.

### 2. Scope of Services

This SLA covers the following services provided by Documizers:

- **DocuBuilder:** Document automation tool for generating, processing and archiving documents;
- **DocuFlow:** Email automation tool for managing and processing emails.

### 3. Service Availability

Documizers commits to providing the following levels of service availability:

- **Availability:**
  - ▶ DocuBuilder and DocuFlow applications will be available 99.9% of the time during each calendar month, excluding scheduled maintenance;
  - ▶ Service availability is calculated as follows:
    - $\text{Availability} = (\text{Total Time} - \text{Downtime}) / \text{Total Time} \times 100$
    - Total Time is the total number of minutes in a calendar month and Downtime is the total number of minutes the services were unavailable.
- **Scheduled maintenance:**
  - ▶ Scheduled maintenance windows will be communicated at least 7 days in advance and will not exceed 4 hours per month;
  - ▶ Scheduled maintenance will typically occur during off-peak hours to minimize impact.
- **Unscheduled downtime:**
  - ▶ Unscheduled downtime refers to any service interruption that has not been previously communicated as scheduled maintenance;
  - ▶ Unscheduled downtime is only conducted in case an urgent issue needs to be resolved;
  - ▶ Documizers will make every effort to minimize unscheduled downtime and provide timely updates during such events.

### 4. Performance Metrics

Documizers will monitor and report on the following performance metrics:

- **Response time:**

- ▶ Average response time for user requests within DocuBuilder and DocuFlow will be less than 2 seconds;
- ▶ Performance will be monitored continuously and reported monthly.
- **Transaction processing:**
  - ▶ 95% of document and email transactions will be processed within 5 minutes;
  - ▶ Transaction processing times will be measured and reported monthly.

## 5. Support and Incident Management

Documizers will provide the following support services:

- **Support hours:**
  - ▶ Support is available Monday to Friday, 08:30 to 17:00 CET/CEST, excluding public holidays;
  - ▶ After-hours support is available for critical issues (P1) through an on-call system.
- **Incident reporting:**
  - ▶ Incidents can be reported via email (support@documizers.com) or phone (+31 (0)20 8201970);
  - ▶ Incident tickets will be created for each reported issue and tracked until resolution.
- **Incident severity levels and response time:**
  - ▶ **Critical Issues (P1):** Complete system outage or severe impact on business operations.
    - Response Time: Within 1 hour
    - Resolution Time: Within 4 hours
  - ▶ **Major Issues (P2):** Significant impact on functionality but not a complete outage.
    - Response Time: Within 4 hours
    - Resolution Time: Within 8 hours
  - ▶ **Minor Issues (P3):** Minor impact on functionality or user experience.
    - Response Time: Within 24 hours
    - Resolution Time: Within 3 business days
  - ▶ **Low Priority (P4):** Cosmetic issues or general inquiries.
    - Response Time: Within 48 hours
    - Resolution Time: Within 5 business days

## 6. Data Backup and Retention

- **Backup frequency:**
  - ▶ Daily incremental backups will be performed every 24 hours;
  - ▶ Weekly full backups will be conducted at a default time on a weekly basis.
- **Backup storage:**
  - ▶ Backups will be stored in a secure offsite location with robust security measures, including encryption;
  - ▶ Backups will be retained for a minimum of 30 days.
- **Backup verification:**
  - ▶ Backup integrity will be verified weekly;
  - ▶ Monthly restore tests will be performed to ensure data recoverability.

## 7. Disaster Recovery

- **Disaster Recovery Objectives:**
  - ▶ Recovery Time Objective (RTO): 24 hours
  - ▶ Recovery Point Objective (RPO): 24 hours
- **Disaster Recovery Procedures:**
  - ▶ In the event of a disaster, the Disaster Recovery Plan (DRP) will be activated;
  - ▶ The Crisis Coordinator will oversee the recovery process, coordinating efforts between the technical team and other stakeholders;
  - ▶ Systems will be restored from the latest verified backups;
  - ▶ Communication protocols will be followed to keep all stakeholders informed of the recovery status.
- **Disaster Recovery Testing:**
  - ▶ Disaster recovery tests will be conducted annually;
  - ▶ Results of the tests will be documented and any issues identified will be addressed promptly.

## 8. Security Measures

- **Access control:**
  - ▶ Access to DocuBuilder and DocuFlow is restricted to authorized personnel only;
  - ▶ Multi-factor authentication (MFA) may be required for all user logins. This will be determined by the Client;
  - ▶ Documizers will not have access to the content of Client's documents.
- **Data encryption and security:**
  - ▶ All data is encrypted at rest and in transit using industry-standard encryption protocols;
  - ▶ Regular audits are conducted to ensure compliance with security policies;
  - ▶ Annually penetration tests are conducted by a third party. Summaries of these reports may be shared with the Client.
- **Monitoring and alerts:**
  - ▶ Continuous monitoring of systems for security threats and anomalies;
  - ▶ Immediate alerts will be generated for any suspicious activities.

## 9. Client Responsibilities

The customer is responsible for:

- **Stable environment:**
  - ▶ Maintain a stable and secure IT environment to support the applications;
  - ▶ Ensure network infrastructure meets the minimum requirements for DocuBuilder and DocuFlow.
- **Incident reporting:**
  - ▶ Promptly report any issues or incidents to Documizers support;
  - ▶ Provide detailed information to assist in the resolution of issues.
- **Access and cooperation:**
  - ▶ Provide necessary access and cooperation to Documizers support and technical teams for issue resolution;
  - ▶ Provide information about issues when requested;
  - ▶ Ensure timely availability of relevant personnel during incident resolution and maintenance activities.
- **Training and awareness:**

- ▶ Ensure that users are trained and knowledgeable about the use of DocuBuilder and DocuFlow;
- ▶ Promote awareness of security policies and best practices among users.

## 10. Reporting

On request, agreements can be made to periodically provide reports on:

- **Service availability:**
  - ▶ Uptime and downtime statistics, including details of any incidents that caused service interruptions.
- **Performance metrics:**
  - ▶ Response times and transaction processing times.
- **Incident management:**
  - ▶ Summary of incidents reported, response times and resolution times;
  - ▶ Analysis of incident trends and recommendations for improvements.
- **Backup and recovery:**
  - ▶ Backup completion status and any issues encountered.
  - ▶ Results of restore tests and disaster recovery drills.

## 11. Review and Amendments

- **Annual review:**
  - ▶ This SLA will be reviewed annually to ensure it remains relevant and effective;
  - ▶ Updates will be made based on changes in services, client needs and industry best practices.
- **Amendments:**
  - ▶ Changes will be communicated in writing.
  - ▶ Changes will be announced at least 30 days in advance.

## 12. Term and Termination

- **Term:**
  - ▶ This SLA is valid as long as the customer uses services from Documizers.
- **Termination:**
  - ▶ Termination of services automatically terminates this SLA

## 13. Contact Information

Documizers Support via email: [support@documizers.com](mailto:support@documizers.com)

Documizers Support via phone: +31 (0)20 8201970

## Appendix D – Fair Use Policy

To ensure optimal performance and availability for all customers, Documizers applies a Fair Use Policy for the use of its software and infrastructure.

### 1. Fair Use Limits

- **Document generation:** an average maximum of 100 documents per user per month.
- **Process calls (workflow calls):** maximum of 500 calls per Process Manager license per day.

### 2. Monitoring and Consultation

Documizers monitors structural exceedance of these limits.

In case of repeated or excessive use, Documizers will consult with the customer about upgrading the subscription or applying technical optimisation.

If no agreement is reached, Documizers reserves the right to temporarily restrict or terminate usage.

### 3. Exceptions

Fair Use limits may be adjusted or extended based on custom agreements in the signed quotation or SLA. Adjustments will be confirmed in writing.

**End of Appendices A, B, C and D**