

BizzMine Service Agreement - G-Cloud – G-Cloud 15

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Table of Contents

Table of Contents.....	2
1. Definitions.....	4
2. Subject	5
3. Start and Duration.....	5
4. Right of Use.....	5
5. Fees and Payment.....	6
6. Support included in the Subscription.....	8
7. Maintenance (updates).....	9
8. Downgrade & Termination	11
9. Warranty	12
10. Intellectual Property Rights & Confidentiality	13
11. Privacy Policy	15
12. Miscellaneous	16

BizzMine Service Agreement

BETWEEN

1. [Bizzmine UK Ltd](#), a private limited liability company organized and existing under UK law, with office at F27H Preston Technology Centre – Marsh Lane, Preston, PR1 0NQ, UK and registered at Unit 16, Eastway Business Village Olivers Place, Fulwood, Preston, England, PR2 9WT under company number: 07544615, represented by Re-Mi BV, permanently represented by Mr. Sibren Missiaen, who declares to be duly authorized to bind the company.

hereinafter referred to as the “**Provider**”,

AND

2. _____,
a company organized and existing under _____ law, with office at _____,
represented by _____,
who declares to be duly authorized to bind the company.

hereinafter referred to as the “**Customer**”,

The Provider and the Customer are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.

IT IS AGREED AS FOLLOWS:

1. Definitions

- **“Affiliate”** has the meaning as stipulated in article 1:20 of the Belgian Code on Companies and Associations.
- **“Agreement”** means this service agreement.
- **“Billing Cycle”** means the duration per which the Subscription is billed to the Customer.
- **“Imperfections”** means all reproduceable Software errors discovered when using the Software or behavior that is not according to the description in the related documentation.
- **“Improvements”** means new or updated functionalities in the Software.
- **“Initial Term”** has the meaning subscribed to it in Article 3.01 of this Agreement.
- **“Installation Date”** means the date that access to the unconfigured Software has been made available to the Customer, this can be a setup in the Cloud or On-Premises depending on the purchased deployment type. Unless agreed otherwise in writing, the Installation Date will- take place no later than two (2) weeks following the date that the Customer has made the order. If the Customer is not able to allow an on-premises installation within one (1) month after ordering, the Installation Date will be defined as the first day following such one (1) month after ordering.
- **“Maintenance”** means using all reasonable efforts to detect and fix Imperfections in the Software as well as the creation of Improvements in the Software and issue Updates of the Software to the Customers.
- **“Order Form”** means a by the Provider accepted ordering document specifying the Services to be provided hereunder that is entered into between the Parties or any of their Affiliates, including any addenda and supplements thereto. This can be a signed Quote, a Customer Purchase Order or even an e-mail.
- **“Quote”** means a by the Provider created document specifying the price and terms of a product or service.
- **“RPO”** means Recovery Point Objective and reflects the maximum age of a backup that can be recovered.
- **“Services”** means both the products and services that are ordered by the Customer under an Order Form and made available by the Provider.
- **“Subscription”** means the Software that is purchased as a subscription for the duration of the Subscription term.
- **“Subscription Term”** has the meaning subscribed to it in Article 3.01 of this Agreement.
- **“Subscription fee”** means the recurring License Fee.
- **“Sunset Date”** means the date on which the Software is discontinued and replaced by a newer Product.
- **“Software”** means the BizzMine 6.x software, including: (a) any improvements therein developed by the Provider, (b) any modifications therein made by the Provider at the written request of the Customer (paid or free of charge) under this Agreement, (c) any and all user manuals and other documentation associated therewith, and (d) any and all intellectual property rights connected therewith (including, but not limited to, patent, copyright and trademark rights).
- **“Updates”** means the releases of the Software issued by the Provider to the Customer containing Improvements and/or corrections of Imperfections. Updates are released under the same major version number “6.x”.

2. Subject

- 2.01 The Agreement is concluded between the Parties regarding the Customer's non-exclusive license and right to use the 'Software' known under the name of 'BizzMine 6.x'.

3. Start and Duration

- 3.01 This Agreement is entered into for an initial duration of two (2) year, starting on the first day of the month following the Installation Date (the "Initial Term"), unless agreed otherwise in the Quote. The Initial Term will be extended with a period equal to the period between the Installation Date and the end of the month of the Installation Date. After the Initial Term, the Agreement shall be automatically renewed for additional periods of one (1) year . The Initial Term together with the additional one (1) year period(s) are referred to as the "*Subscription Term*".

4. Right of Use

- 4.01 The non-exclusive license and right of use of the Software shall only be granted to the Customer and its Affiliates after full payment of the Software.
- 4.02 The Customer may not sublicense, sell, lend, rent out or lease out the Software to any other (third) parties, unless prior written approval of the Provider.
- 4.03 The Customer may use the Software only in one (1) production environment. Extra environments for testing, validation or training are allowed. Depending on the Cloud deployment type, the Installation of extra environments can cause an extra cost for the Installation and hosting per environment.
- 4.04 The Customer may not copy the Software except for an on-premises deployment and only for Back-up and archiving purposes. If the Provider becomes aware of the fact that such copies have been made, it reserves the right to terminate the Agreement, without costs, at any time and the Customer shall provide evidence, satisfactory to the Provider, that such copies have been removed.
- 4.05 The ownership of the Software (including the intellectual property rights attached hereto) remains with the Provider at all times. The Customer acquires a non-exclusive and non-transferable license to use the Software with the number and type of users specified in the license.
- 4.06 The Customer may only have as many users as the number of users indicated in the license granted by the Provider. Each user account may only be used by one (1) person – a single user account shared by multiple people is not permitted. In case of a breach of the foregoing, the Provider will have the right to terminate the Agreement, without costs.
- 4.07 An "External User" allows people from outside the company to sporadically update a record in BizzMine by completing a form/step in the workflow. "External user" licenses may only be used by users that are not an employee, in any form (on the payroll, contractor, freelancer etc.) of the Customer. Typical "External Users" are customers and/or Suppliers. Sporadically means the External User does not have to execute tasks with regularity, but rather occasionally. An individual person may not be assigned to both a 'Light user' license as an 'External user' license. Such a person should have a 'Full user' license assigned. Provider handles a fair use policy for the use of these External Users add-on and reserves the right to

cancel the External Users add-on if any abuse is discovered. In such case, there will be no (partial) refunds or credits for the remaining period or credits.

- 4.08 The Customer is responsible for maintaining the security of each user account and the use of strong and save passwords. The Provider cannot be liable for any loss or damage resulting from the Customer's failure to comply with a secure password policy.
- 4.09 The Customer is responsible for all data inserted and uploaded into the Software and for all activity that occurs under the Customer's user accounts.
- 4.10 The Customer may not use the Software for any illegal or unauthorized purposes. The Customer shall at all times use the Software in accordance with the applicable laws in its jurisdiction (including, but not limited to, any applicable legislation with regards to copyright and GDPR).
- 4.11 The Customer may not decompile or disassemble the Software or apply any reverse engineering method unless and to the extent that such action is explicitly allowed under the applicable mandatory law. If the latter should be the case, the Customer shall inform the Provider promptly in writing thereof.

5. Fees and Payment

- 5.01 The Customer will pay the Provider a (recurring) Subscription fee as specified in the Order Form(s) (the "**Subscription Fee**"). These fees are based on the configuration (modules, options, number and type of user licenses, services, etc.) of the Subscription that the Customer has ordered.
- 5.02 The Customer will be invoiced by the Provider for the duration of the Billing Cycle. Unless agreed otherwise in writing, the Customer will be invoiced on a yearly basis. The Provider reserves the right to increase the Subscription Fees in case of a shorter Billing Cycle. In case such an increase is applied, this will be detailed on the Quote and/or by the Provider accepted Order Form. Unless another payment term is agreed upon in writing, the invoices will be paid within a period of 30 days after the invoice date.
- 5.03 The initial Subscription Fee will be invoiced no later than the Installation Date. All other Subscription invoices will be made one (1) month in advance of the start of a new Billing Cycle.
- 5.04 When the Customer places additional Order Forms, the Provider will invoice an initial Subscription Fee that will be calculated *pro rata temporis* until the end of the applicable Billing Cycle. The invoices for the following Billing Cycles will be increased with the total fee for a full Billing Cycle.
- 5.05 All the fees, one-time and recurring are payable net without any discount. If applicable, the fees will be increased with Taxes (VAT, GST, etc.), bank charges, payment provider fees, import duties for countries outside the E.U. These increases are to be paid by Customer.

The prices are based on the prevailing wage costs, costs of components/parts, social security contributions & government levies, insurance premiums, costs of materials, hosting, exchange rates and/or other costs. The Parties agree that, during the Initial Subscription Term, the Subscription Fee and base prices, which are not identified as temporary in the Quote, will not be increased except for indexation to reflect increases of one or more of these price factors. These adjustments will be done at the beginning of each calendar year and will effect all invoices from that moment (renewals, extra orders, etc.).

- 5.06 In case the Provider has not received the Customer's payment within eight (8) days after the due date of the invoice, the Customer will be notified about the outstanding balance and be requested to settle the payment as soon as possible. If the payment is not received within 30 days after the due date of the

invoice, the Provider reserves the right to block the access to the Software. The Provider undertakes to contact the Customer to discuss the open invoice(s) before blocking its access to the Software. As soon as the Provider receives the Customer's due payment(s), access to the Software will be unblocked. In case the Provider has not received the Customer's payment within 60 days after blocking the access to the Software, the Provider reserves the right to terminate the Customer's Subscription. The Provider will notify the Customer of such decision in writing with providing the Customer a final period of eight (8) days to settle the payment(s). Following the final settlement period, the Provider will deactivate and delete the Customer's Account and the forfeiture and relinquishment of all content in this Account. The Provider does not accept any liability for loss of data.

6. Support included in the Subscription

- 6.01 During the term of this Agreement, the Provider undertakes to offer the support described herein with regard to the Software offered as a service to the Customer.
- 6.02 Support Services shall mean the Provider's response to (technical) issues reported as a ticket by the Customer using one of the valid reporting methods.
- 6.03 All Support services are done remotely. The support on-site is excluded from the Subscription Fee and only possible as a paid service, unless agreed in writing between the Provider and the Customer.
- 6.04 All Support Services shall be provided in English during normal business hours (from 9:00 to 17:00 CET) on normal working/business days in the country of the Provider. Support will not be provided on Public Holidays and during weekends.

The Customer will report non-critical problems online by starting a ticket or sending an e-mail to support@bizzmine.com. The critical problems should be reported by phone (+32 56 73 20 28). The issues must be reported according to below table:

Severity level	Description	Reporting method	Max first response time
1	The Software or a critical part of it cannot be used and this compromises business operations, no workaround is available. The issue is reproduceable with multiple user accounts and on multiple devices.	Phone	2 business hours
2	A critical part of the Software cannot be used but a workaround is available. The issue is reproduceable with all user accounts and on multiple devices.	Ticket E-mail	4 business hours
3	The use of the Software is not discontinued, but there are inconveniences to be observed	Ticket E-mail	6 business hours
4	A problem that does not affect the user and therefore has no impact on direct operations	Ticket E-mail	16 business hours

The Provider shall respond according to the above table. In case a level 1 or 2 ticket is not solved within one (1) business day, the Provider will contact the Customer to discuss a plan of resolution.

- 6.05 The following non-exhaustive list is excluded from the Support Services:
- a) Training Services: Questions regarding the functionality or use of the Software. The support can never replace a training. Such training sessions can however be offered as a paid service,
 - b) All implementation & configuration services: this includes such services at the start of the Subscription but also services to modify existing solutions or to create new solutions,
 - c) Services to set up, modify or research issues about integrations with other systems,
 - d) Problem-solving with regards to:
 - i. System, hardware or network issues on client side,
 - ii. modifications of the Software's functionality at the Customer's request (tailor-made software).

7. Maintenance (updates)

- 7.01 To enable the Provider to isolate and recreate any Imperfection, the Customer must promptly notify the Provider of its occurrence. The Customer must also provide the Provider with all the diagnostic, system environment and other relevant information with regards to the Imperfection in order to enable the Provider to isolate and recreate the Imperfection.
- 7.02 The Provider will provide the Customer with Release Notes, giving the Customer an overview of the changes and fixes in a specific Update.
- 7.03 “Upgrades” to a newer product, typically released with a higher major version number (5.0, 6.0, 7.0) are excluded from this Agreement.
- 7.04 If necessary due to technological developments, the Provider may require the Customer’s system, to meet higher or newer system requirements. If the Customer fails to meet these system requirements, the Provider shall no longer be obliged to provide Maintenance Services with regards to said Software.
- 7.05 The Provider shall in no event be obliged to provide Maintenance Services if the errors and/or defects arise from:
- a) Any modification of the Software carried out by any other person than staff of the Provider,
 - b) The use of the Software in a way or in combination with other software not described in the related documentation or otherwise prohibited under the present agreement,
 - c) The use of an ‘old’ version of the Software in case that the problem has been addressed in a newer Update of the Software,
 - d) The deliberate improper use of the Software by the Customer,
 - e) Imperfections in any software provided by any supplier other than Provider, in the hardware, in the communication equipment, in peripheral equipment or in any other equipment or related software, or if the Customer defaults in the regular maintenance of this equipment and/or software,
 - f) Data entry errors or errors resulting from the data used by the User.
- If one of the events described under this paragraph occurs, the Provider may, at its sole discretion, propose to locate the problem and to try to solve it at its then current rates.
- 7.06 Maintenance Services shall not include:
- a) On-Premises system configurations, hardware and networks,
 - b) Implementation, configuration and consulting services,
 - c) On-premises support,
 - d) Tailor made Software functionality at Customer’s request,
 - e) Adaption of the Software so that it can run on another platform, OS, network system or equipment other as described in the technical requirements.

- 7.07 The Provider is no longer obliged to provide Maintenance or Support after a period of 48 months after the Sunset Date of the Software.
- 7.08 The Provider reserves the right to transfer (any part of) its Maintenance obligations under the present Agreement to a third party, provided that this third party is capable of providing equivalent services and under all defined articles and items of this Agreement. Any such transfer needs to be notified within a reasonable timeframe, and minimum 3 months before the effective date.
- 7.09 After installation of the Software, the Customer shall be responsible for protecting the on-premises parts of the Software from risk of loss, damage, or destruction. In the event of such loss, damage, or destruction, the items of the Software so lost, damaged, or destroyed, shall be replaced by the Provider, upon written request by the Customer and the Customer shall pay Provider's reasonable cost for such replacement. Should modifications be lost, damaged, or destroyed, then replacement may be requested by the Customer. The Customer shall pay for replacement of such modifications at the Provider's reasonable cost for such service.

8. Downgrade & Termination

- 8.01 Partial (downgrade) or complete termination of this Agreement can be done by both the Provider or the Customer. A request for (partial) termination must be received in writing by the other party at least three (3) months before the end of the Subscription Period. Termination requests received before the last three (3) months of the Subscription Period will go into effect at the end of the running Subscription term. Termination requests during the last three (3) months of the Subscription Term are valid but will only go into effect at the end of the next Subscription Term.
- 8.02 There will be no (partial) refunds or credits when downgrading, terminating or no longer using the Software before the end of the Subscription Term. Downgrading the configuration may result in losing access to data, features or capacity.
- 8.03 This Agreement shall be terminated *ipso jure* if the Customer defaults in the payment of the fees for the use of the Software. The Provider will notify the Customer of such risk according to Article 5.07 of this Agreement.
- 8.04 If in the future it appears that neither the Provider, nor a sister company or a transferee company wants to or can continue the further development and support of the Software or a subsequent product, the Provider will make the source code of the Software available to the Customer, unless the source code cannot be made available due to force majeure.

The source code is then made available to the Customer for further development and support and this solely for the Customer's own use. The Customer does not acquire any ownership rights, copyright or any other rights in this source code or Software. The source code or Software may under no circumstances be commercialized or made available to third parties.

The Provider is furthermore prepared, at the explicit request of the Customer, to deposit the source code of the Software with an independent and bona fide Escrow Service provider. All costs for this deposit, including but not limited to all costs of the Escrow Service provider and all working hours performed by employees of the Provider for this deposit, are borne by the Customer. The working hours performed by employees of the Provider are settled at the then applicable standard hourly rates of the Provider.

- 8.05 After Termination, all Customer data will be deleted within 30 days. If the Provider is informed about the desire to receive a backup of the data at the moment of termination and if there are no outstanding invoices, a copy of the Customer data can be provided as an MS SQL database.bacpac file. The efforts of such an export will be billed to the Customer as 4 hours at the then valid hourly rate. Exports in other formats are possible on request.

9. Warranty

- 9.01 The Provider warrants to the Customer that the Software is suitable for its intended use as an eQMS Software. Furthermore, the Provider warrants that the use of the Software shall not infringe any intellectual property rights.
- 9.02 Notwithstanding the warranty provisions set forth in paragraph 9.01 above, all of the Providers obligations with respect to such warranties shall be contingent on Customer's use of the Software in accordance with this Agreement and in accordance with Provider's instructions as provided by Provider in the Software documentation, as such instructions may be amended, supplemented, or modified by Provider from time to time.
- 9.03 For all Cloud deployments, the Provider will make a geo-redundant backup of all data, according to the best practices with an RPO of max 24 hours.
- 9.04 The warranties stated in paragraph 9.01 above are the sole and the exclusive warranties offered by the Provider. There are no other warranties with respect to the Software or services provided hereunder, either express or implied, including but not limited to any warranty or design, merchantability, or fitness for a particular purpose, even if the Provider has been informed of such purpose. No representative of the Provider is authorized to alter or exceed the warranty obligations of the Provider as set forth herein.
- 9.05 To the extent allowed under applicable law, neither Party shall be liable for any indirect and/or consequential damages (this includes but is not limited to loss of profits, interruption of the company's activities, loss of company information or any other pecuniary loss) caused by using or by the impossibility to use the Software. The Provider's total liability shall in no event exceed the annual amount that the Customer has actually paid for the use of the Software.

10. Intellectual Property Rights & Confidentiality

10.01 Ownership of Software. The Customer hereby acknowledges and agrees that the Provider is the sole and exclusive owner of all rights and titles to the Software or any single component thereof. Consistent therewith, the Customer shall not assert any ownership right to the Software, and hereby waives any and all claims or ownership rights thereto.

10.02 Confidentiality.

A. Maintenance of Confidential Information. Each party to this agreement (the "Receiving Party") agrees to keep confidential all information labeled as confidential or that would be apparent to a reasonable person to be confidential, propriety or with commercially sensitive nature disclosed to it by the other party (the "Disclosing Party") in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the Receiving Party shall not have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to (with the burden of proof lying with the Disclosing Party):

- a. is, at the time of its disclosure to the Receiving Party, or becomes, after such disclosure, available in the public domain or within the industries in which any of the Parties operates for any reason except the Receiving Party's failure to comply with the terms of this Agreement,
- b. was lawfully in the Receiving Party's possession prior to such disclosure,
- c. is subsequently received by the Receiving Party from a third party who is in the lawful possession thereof and is not, to the Receiving Party's knowledge, breaching any obligation of confidentiality in respect of that information,
- d. are required to disclose in compliance with applicable laws or regulations or by order of a court or a regulatory body of competent jurisdiction, provided that the Receiving Party shall promptly inform the Disclosing Party, in advance and in writing, of any proposed disclosure to enable the Disclosing Party to seek a protective order or similar protective measures with respect to such information, take all reasonable and practical steps to agree the contents of any approved disclosure of Disclosing Party's confidential information with the Disclosing Party, and disclose only that portion of the confidential information that is expressly required to be disclosed by law; or
- e. g) have been independently developed by the Receiving Party without access, reliance or reference to or use of the Disclosing Party's Confidential Information.

B. Injunctive Relief. The Receiving Party acknowledges that the unauthorized use, transfer or disclosure of the confidential information or copies thereof will

- a. substantially diminish the value to the Disclosing Party of the trade secrets and other proprietary interests that are the subject of this Agreement;
- b. render the Disclosing Party's remedy at law for such unauthorized use, disclosure or transfer inadequate; and
- c. cause irreparable injury in a short period of time. If the Receiving Party breaches any of its obligations with respect to confidential information of the Disclosing Party, the Disclosing Party shall be entitled to equitable relief to protect its interests therein,

including, but not limited to, preliminary and permanent injunctive relief. The Disclosing Party acknowledges and agrees that monetary damages alone would not be an adequate remedy for any breach of this Agreement. Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to enforce any provision of this Agreement by means of a claim for specific performance or via immediate injunctive relief before the competent court in order to prevent any breach or any threatened breach of this Agreement.

11. Privacy Policy

- 11.01 The Provider is privileged to be trusted with the Customer's contact information and Personal Identifiable Information (PII). Therefore, it is the responsibility of the Provider to protect the Customer's privacy and process this information in complete confidence. This article provides all details about how the Provider collect, the reason we collect it, how this information is processed and how this leads to a better experience for the Customer.
- 11.02 This privacy policy applies to the services provided by the Provider and the Provider shall comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 11.03 When the Customer subscribes to any of the services of the Provider, the Provider will request for personal identifiable information (PII). This PII is only requested to perform the services as appropriate. The Provider aims to collect, use and disclose only such information as is required to enable the Provider to maintain their website, to respond to the Customer's inquiries, to bill the Customer and to provide the Customer with the requested service or information. This data shall not be combined with other personal information that is in the possession of the Provider.
- 11.04 The Customer hereby explicitly gives consent to the Provider to receive emails specifically relevant to the services provided by the Provider.
- 11.05 The Provider will not disclose the Customer's contact information and/or the personal identifiable information (PII) to a third party without the Customer's consent, except if the Provider has reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the rights or property of the Provider or to anyone else (including the rights or property of anyone else) that could be harmed by such activities. In that case, the Provider will notify the Customer thereof unless the law requests not to do.
- 11.06 The Provider may disclose the Customer's contact details or personal identifiable information the Provider believe in good faith that such disclosure is required by and in accordance with the law. The Provider will notify the Customer thereof unless the law requests not to do.
- 11.07 The Personal Information shall only be kept for as long it remains necessary for the identified purpose or as required by law. All retained personal information will remain subject to the terms of this Privacy Policy.
- 11.08 The Parties shall comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018..:

12. Miscellaneous

- 12.01 If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable Law, then such provision or part of it shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. In such case, each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision that is as close as possible to the original intention of the Parties and has the same or as similar as possible economic effect.
- 12.02 This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, including any dispute relating to non-contractual obligations.
- 12.03 This Agreement will be temporarily suspended during any period(s) where either Party is unable to carry out its obligations under this Agreement by reason of an event or occurrence beyond the reasonable control of the affected Party or over which the affected Party does not reasonably have any control and that makes the fulfillment of their obligations reasonably difficult or impossible. In case of such force majeure, and for the duration thereof, the affected Party will not be liable to the other Party for delay in performance or failure to perform. If such force majeure event exists for more than thirty (30) days, each Party may terminate this Agreement on seven (7) days' notice.
- 12.04 Except as otherwise provided herein, the Customer shall not assign all or part of its rights and obligations under this Agreement to any third party (through a sale, a contribution, a donation or any other transaction, including the sale or contribution of a division or of a business as a whole, a merger or a demerger) without the prior written consent of the Provider (which consent shall not be unreasonably withheld). As long as such consent has not been obtained, the Customer shall continue to be liable for all obligations that it intended to assign.
- 12.05 The Customer will reimburse the Provider for any taxes imposed on this Agreement, on the Software provided hereunder, or on the use thereof. The Customer hereby agrees to hold the Provider harmless against, any penalty, interest, or additional tax that may be assessed or levied as a result of the failure or delay of the Customer or its representative to perform its obligations under this paragraph 12.05.
- 12.06 No amendment to this Agreement shall be effective unless it is made in writing and signed by all Parties. Except as otherwise provided herein, no delay or failure of a Party to exercise any right or remedy under this Agreement, nor shall any partial or single exercise of any right or remedy under this Agreement, shall be considered as a waiver of such right or remedy under this Agreement. Except as otherwise provided herein, no waiver shall be effective unless it is given in writing and signed by the Party that gives the waiver. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.
- 12.07 All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; or (iii), an email (of which good reception must be confirmed by the receiving party); and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.
- 12.08 This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or

discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by any party hereto of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

Each party acknowledges receipt of one copy.

On behalf of BIZZMINE BV

(the Provider)

Re-Mi BV, permanently represented by Sibren Missiaen (COO)

.....
SIGNATURE

.....
DATE

On behalf of
COMPANY

(Customer)

.....
FIRST NAME + NAME

(.....)
FUNCTION

.....
SIGNATURE

.....
DATE