LIMELEDGER

END USER LICENCE AGREEMENT

Last updated June 2026

This End User Licence Agreement ("EULA") is entered into between you, the client identified on the applicable Order Form or otherwise the user of the LimeLedger Product(s) (as defined below) ("you" or "Client"), and the LimeLedger entity identified on the applicable Order Form or Statement of Work - being LimeLedger Pty Ltd (ABN 96 696 961 565) for engagements in Australia, LimeLedger Ltd for engagements in Kenya, or such other related entity of the LimeLedger group as identified on the applicable Order Form or SOW (in each case referred to as "LimeLedger") - and governs your use of any LimeLedger Products. Each LimeLedger entity that issues an Order Form or SOW pursuant to this EULA does so as a separate and independent legal entity, and no other LimeLedger entity shall have any liability for the acts or omissions of another LimeLedger entity.

If you purchase, install, or otherwise use the Product(s), you accept and agree to be bound by this EULA. If you do not accept the terms of this EULA, you are not permitted to install, access, download or otherwise use the Products. You will also be subject to this EULA through signing the order document of any LimeLedger authorised reseller of LimeLedger Products ("Authorised Reseller"). Any reference to this EULA in an Authorised Reseller ordering document shall be binding on your use of the Products.

1. PRODUCTS

The term "Products" as used herein means any software product, software as a service ("SaaS") product, or data product, together with any libraries, utilities, tools, upgrades, updates, patches, modules, enhancements and other versions of the Products that replace or supplement the original Product, and any accompanying manuals, configurations or other documents, created by LimeLedger and accessible by you.

2. LICENCE

2.1 Your Licence to Use the Products.

Subject to your compliance with this EULA and your payment of any applicable fees, LimeLedger grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, worldwide licence to, to the extent applicable, install, access and use the Products for your internal business purposes. This licence shall be valid for the term set forth in the Technology Services Agreement ("TSA") or Order Form signed between you and LimeLedger.

3. YOUR USE OF THE PRODUCTS

3.1 Compliance.

You agree to comply with: (a) all documentation, instructions, manuals and restrictions made available to you in connection with the Products; (b) the terms and conditions of this EULA; and (c) all applicable local, state, national and international laws and regulations ("Applicable Laws") in your use of the Products.

3.2 Restrictions.

In connection with your use of the Products, you are prohibited from:

(a) violating any applicable laws

(b) introducing any virus, trojan horse, or other damaging source code into the Products

(c) reverse engineering, disassembling or decompiling the Products or otherwise deriving the source code of any Product

(d) processing, transmitting or introducing any content that infringes the intellectual property rights of a third party

(e) modifying, customising, or otherwise altering the source code or configuration of the Products

(f) transferring, selling, re-selling, loaning, or otherwise distributing, sublicensing or assigning your rights in the Products to any third party

(g) removing or modifying any copyright, patent, trade mark or other notices on any Product; or

(h) using the Products in any way that is not expressly granted by the licence granted to you in Section 2 of this EULA.

3.3 Records.

You will maintain complete and accurate records related to your use of the Products as necessary to verify your compliance with the terms of this EULA. Upon LimeLedger's request, or upon LimeLedger's reasonable belief that you have violated the terms of this EULA, LimeLedger shall have the right to examine and audit your books and records relating to your use of the Products as necessary to confirm your compliance with this EULA.

3.4 Authorised Users.

To the extent applicable, you will be provided with the number of user profiles set forth in the applicable Order Form. Each profile will be unique and limited to one user (the "Authorised User"). You acknowledge and agree that the use of one unique profile by more than one user is expressly prohibited by this EULA. Should LimeLedger discover more than one user is accessing the same profile, you agree that LimeLedger may impose additional fees for such unauthorised use.

4. INTELLECTUAL PROPERTY

4.1 Product Ownership.

The Products are the sole property of LimeLedger and you receive no ownership interest in such Products through your use of the Products, other than the limited licence granted to you in this EULA. You agree that title to the Products and all associated copyright, patent, trade mark and other intellectual property rights in and to the Products are held exclusively by LimeLedger. You do not acquire any intellectual property rights in the Products through your access or use of the Products.

4.2 Feedback.

At your discretion, you may provide LimeLedger with suggestions or feedback for issues, customisations, enhancements or operation of the Products. Such feedback shall be the property of LimeLedger and LimeLedger has the right to utilise such feedback in its development or modification of the Products without compensation to you.

4.3 Third-Party Software.

The Products may include software developed, owned or provided by third parties or their licensors, including but not limited to Sage Group plc (in relation to Sage Intacct) and other integration partners (the "Third-Party Software"). Your use of any Third-Party Software is governed by separate licences and/or terms provided to you by such third party or set forth in the contract between you and LimeLedger. You agree to comply with any terms and conditions set forth in any applicable Third-Party Software licences.

The Third-Party Software shall remain the property of such third party and you obtain no right, title or interest to such Third-Party Software beyond the limited licence granted to you by the applicable third party.

4.4 Upgrades.

LimeLedger shall have the right to update, upgrade, improve, or otherwise modify the Products at any time and for any reason. You agree to provide LimeLedger with any necessary access to complete such upgrades and agree that LimeLedger will have no obligation to continue hosting or provide support on outdated versions of the Product.

5. TERM AND TERMINATION

This EULA begins on the date you first access the applicable Product and shall continue in effect for the duration of the subscription period set forth in the Order Form or applicable ordering document between you and LimeLedger or between you and an Authorised Reseller. This EULA may be terminated by LimeLedger if:

(a) you breach the terms of this EULA or other contract between you and LimeLedger and you fail to cure the breach within ten (10) days of LimeLedger providing notice of such breach

(b) you fail to pay any fees due to LimeLedger

(c) you fail to implement any required updates or security patches to the Product(s) after receiving notice from LimeLedger

(d) LimeLedger ceases providing this Product offering; or

(e) for any legal, regulatory or compliance purposes.

Upon termination, for any reason, you agree to immediately cease all use and access to the Product(s), remove the Product(s) from all computers and servers on which such Product(s) are installed, and, upon LimeLedger's request, certify such removal in writing to LimeLedger. LimeLedger is not responsible for updating the Products or managing your use of the Products after any such termination.

6. WARRANTIES

6.1 Your Warranties.

You represent and warrant that: (a) you have the authority to enter into and perform your obligations under this EULA; (b) you have read these terms and agree to abide by your obligations herein; (c) your use of the Product(s) will not infringe the intellectual property rights of any third party; and (d) you have the authority and any necessary consents to upload Uploaded Data into the Product(s).

6.2 LimeLedger's Warranties.

LimeLedger represents and warrants that the Product(s) do not infringe the intellectual property rights of any third party. This warranty does not cover damages, defects, malfunctions or failures caused by: any unauthorised modification of the Product(s) by you or any third party; any negligence in your use of the Product(s); any failure to follow operator instructions provided to you by LimeLedger; or any failure to install updates required by LimeLedger. To the extent this warranty is breached, your sole remedy is for LimeLedger to refund any fees for pre-paid subscription periods.

6.3 Disclaimers.

Except for the express warranty granted in Section 6.2, the Product(s) are provided to you "as-is" without warranty of any kind, express or implied, including any implied warranties of merchantability, accuracy, title or fitness for a particular purpose, or that the Product(s) are error-free, secure or free from any viruses or other harmful components. Nothing in this EULA is intended to exclude, restrict or modify any rights that

you may have under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) ("ACL") to the extent that such rights cannot be excluded, restricted or modified by agreement.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification by You.

You will indemnify LimeLedger, its related entities, and their present or former directors, officers, employees and agents against all costs, fees, expenses, damages and liabilities (including reasonable legal fees and all defence costs) associated with any third-party claim relating to or arising as a result of: (a) your download, installation or use of the Product(s), including in any combination with the products or software of a third party; (b) your unauthorised use of the Product(s); (c) your breach of this EULA or violation of applicable laws; and (d) your negligence.

7.2 Indemnification by LimeLedger.

Subject to Section 7.4, LimeLedger will indemnify and defend you, and your employees (to the extent applicable), from and against any third-party claim to the extent such third-party claim is finally determined to arise from LimeLedger's Product(s) infringing the intellectual property rights of such third party. LimeLedger shall have no obligation to defend you from claims if the infringement arises from your combination of the Product(s) with any other product, software, service, data, or content. Further, LimeLedger will have no obligation or liability arising from your or any third party's use of the Product(s) other than for such Product(s)' intended use.

7.3 Infringement Indemnity Process.

In the event LimeLedger is obligated to defend and indemnify you under Section 7.2, LimeLedger will, at its option: (a) obtain the rights for you to use the portion of the Product(s) alleged to be infringing; (b) modify the alleged infringing Product(s) or portion of such Product(s) so that it is no longer infringing; (c) replace the alleged infringing Product(s) or portion of such Product(s) with a non-infringing alternate Product; or (d) provide you with a refund for any fees paid for the duration that the Product(s) was determined to be infringing.

7.4 Limitation of Liability.

THE LIABILITY OF LIMELEDGER AND ITS PRESENT OR FORMER DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE PRODUCT(S) PROVIDED UNDER THIS EULA SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES YOU PAID FOR THE PRODUCT(S) IN THE PREVIOUS TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, DELAYS, INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS EULA. FURTHER, LIMELEDGER SHALL HAVE NO LIABILITY FOR: (A) YOUR OR A THIRD PARTY'S MODIFICATIONS TO THE PRODUCT(S); OR (B) THIRD-PARTY RELIANCE ON THE DATA OUTPUTS OF ANY LIMELEDGER PRODUCT(S).

Nothing in this Section 7.4 limits, excludes or modifies any statutory guarantee or right you may have under the ACL to the extent that such guarantee or right cannot be limited, excluded or modified by agreement.

7.5 Timeframe to Bring Claims.

Any legal proceedings arising from or in conjunction with the Product(s) provided under this EULA must be commenced within twelve (12) months after the action occurs for which the claim is brought, without consideration as to the time of discovery of any claim, except where such limitation is unenforceable under applicable law.

8. DATA PRIVACY AND SECURITY

8.1 Compliance with Data Privacy Law.

To the extent your use of the Product(s) requires LimeLedger to receive personal information from you, LimeLedger may process, and engage subcontractors to assist with processing, any personal information as that term is defined under the Privacy Act 1988 (Cth) and the Australian Privacy Principles ("APPs"), or any other applicable privacy legislation relevant to the jurisdiction in which the applicable LimeLedger entity operates. LimeLedger's processing shall be in accordance with the requirements of applicable privacy laws relevant to the processing in providing the Product(s) hereunder.

LimeLedger is acting as a service provider processing personal information on behalf of you. As a service provider, LimeLedger shall, unless otherwise permitted by applicable privacy law:

(a) follow your instructions

(b) not sell personal information collected from you or share it for purposes of targeted advertising

(c) process personal information solely for purposes related to your engagement and not for LimeLedger's own commercial purposes unrelated to the Services; and

(d) cooperate with and provide reasonable assistance to you to ensure compliance with applicable privacy laws.

You are responsible for notifying LimeLedger of any applicable privacy laws to which the personal information provided to LimeLedger is subject, and you represent and warrant you have all necessary authority (including any legally required consent from individuals) to transfer such information and authorise LimeLedger to process such information in connection with the Product(s) described herein. LimeLedger is responsible for notifying you if LimeLedger becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit you to take reasonable and appropriate steps to remediate processing.

8.2 Cross-Border Data Transfers.

To the extent your use of the Product(s) involves the transfer of any personal information to LimeLedger, and such transfer crosses national borders, LimeLedger will take reasonable steps to ensure that such transfer complies with applicable privacy laws, including the requirements of the Privacy Act 1988 (Cth) in relation to overseas disclosures. You agree to the terms of any data processing addendum made available by LimeLedger at https://www.limeledger.com/terms as required by applicable law.

8.3 Data Aggregation.

By uploading data to a Product ("Uploaded Data"), you give LimeLedger and its related entities (and those third parties LimeLedger works with in the provision of services) a worldwide licence to use, host, store, reproduce and modify such Uploaded Data for the purpose of providing LimeLedger's services, as set forth in any applicable SOW, Order Form, TSA, or other agreement between you and LimeLedger. By using a Product, you represent and warrant that you have the necessary rights to grant LimeLedger this licence and for using the Uploaded Data in association with the Products. By uploading data to any LimeLedger Products, you acknowledge that you understand, accept, and agree to be bound by these Uploaded Data requirements.

You agree that LimeLedger has the right to utilise your data to improve internal processes and procedures and to generate aggregated and de-identified data from the data you provide, to be used for LimeLedger's business purposes with such outputs owned by LimeLedger. LimeLedger will only disclose aggregated and de-identified data in a form that does not identify you, your employees, or any other individual or business

entity and that is stripped of all persistent identifiers. You are not responsible for LimeLedger's use of aggregated and de-identified data.

8.4 Information Security.

LimeLedger has established information security operational requirements that support the protection of your data and compliance with applicable laws and regulations. Information security policies have been implemented that define LimeLedger's approach to how systems and data are protected. You are responsible for providing timely written notification to LimeLedger of any additions, changes or removals of access for you or your personnel to LimeLedger-provided systems or applications. If you become aware of any known or suspected information security or privacy-related incidents or breaches related to this EULA or your use of the Product(s), you should notify LimeLedger promptly via email at info@limeledger.com.

8.5 Access for Business Purposes.

LimeLedger hereby retains, and you hereby grant to LimeLedger, the right to access the Products and any services you order under this EULA (including, without limitation, if ordered, Sage Intacct) for any reasonable business purpose, including but not limited to providing support, determining usage for billing, Product notifications, and service improvement. To the extent that this requires LimeLedger to be identified as an authorised access party, you hereby authorise LimeLedger to configure such settings (if LimeLedger maintains administrative access) and you agree to configure and maintain such settings (if LimeLedger does not maintain administrative access) for the duration of the applicable subscription period.

9. MISCELLANEOUS

9.1 Governing Law.

Where this EULA is contracted through LimeLedger Pty Ltd (ABN 96 696 961 565), the validity, construction and enforcement of this EULA shall be determined in accordance with the laws of New South Wales, Australia, without reference to its conflicts of laws principles, and any action arising under this EULA shall be brought exclusively in the courts of New South Wales, Australia. Where this EULA is contracted through LimeLedger Ltd (Kenya), the validity, construction and enforcement of this EULA shall be determined in accordance with the laws of Kenya, and any action arising under this EULA shall be brought exclusively in the courts of Kenya. Where this EULA is contracted through any other LimeLedger entity, the governing law and jurisdiction shall be as specified in the applicable Order Form or SOW.

9.2 Dispute Resolution.

All disputes and controversies between the parties arising out of or in connection with this EULA (each a "Dispute") shall be resolved as set forth in this Section. In the first instance, the parties agree to attempt to resolve any Dispute in good faith by negotiation between senior representatives of the parties within fourteen (14) days of written notice of the Dispute. If the Dispute is not resolved by negotiation within that period, the parties agree to attempt to resolve the Dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) or Resolution Institute (or, for Kenyan engagements, the Nairobi Centre for International Arbitration (NCIA) or such other body as agreed by the parties). Each party shall bear its own expenses for mediation and the fees and expenses of the mediator shall be shared equally. If mediation does not resolve the Dispute within thirty (30) days of the commencement of mediation, either party may refer the Dispute to litigation in the courts specified in Section 9.1. Notwithstanding the foregoing, either party may at any time seek urgent injunctive or other equitable relief from a court of competent jurisdiction without following the steps above.

9.3 Notices.

LimeLedger may provide notice to you under this EULA by sending a message to the email address associated with your account. Such notices will be effective upon sending, regardless of whether or not you actually receive the email. You are responsible for keeping your email address up to date. To provide notice

to LimeLedger under this EULA, you must contact LimeLedger by email or by personal delivery or courier to the address set out in the applicable Order Form or SOW, or as follows:

LimeLedger Pty Ltd
32 York Street, Sydney NSW 2000, Australia
Email: info@limeledger.com
Attention: Founder and Solution Engineer

9.4 Relationship of Parties.

The parties are independent contractors. Nothing in this EULA shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. LimeLedger shall have no authority to bind you to any third-party agreement. Though the Product(s) may include advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, you.

9.5 Confidential Information.

LimeLedger agrees to keep confidential any non-public, proprietary information supplied by you in connection with this EULA, including but not limited to any Uploaded Data, sensitive financial information, information marked by you as "confidential" or "proprietary", or information which a reasonable person would assume to be confidential based on the nature of the information and the circumstances surrounding the disclosure (the "Confidential Information"). LimeLedger agrees to: (i) protect the Confidential Information in the same manner in which it protects its own Confidential Information of like importance, but in no case using less than reasonable care; and (ii) use the Confidential Information only as permitted by this EULA. This Section shall not apply to information which is: (a) publicly known other than as a result of a breach of this EULA; (b) already known to LimeLedger; (c) disclosed to LimeLedger by a third party without restriction; (d) independently developed by LimeLedger without use of or reliance on the Confidential Information; or (e) disclosed pursuant to legal requirement or order, or as required by applicable regulations or professional standards.

You shall treat all information received from LimeLedger as strictly confidential and shall not disclose any such information without LimeLedger's prior written consent. You may use LimeLedger's confidential information only in connection with your use of the Product(s) as permitted under this EULA. You shall not disclose any LimeLedger confidential information during the term of this EULA or for five (5) years following termination of this EULA. You shall not use LimeLedger's name or associated copyrights or trade marks without LimeLedger's prior written consent.

9.6 Entire Agreement.

Unless you have entered into another agreement with LimeLedger, this EULA supersedes all prior written or oral agreements, warranties or representations with respect to your use of the LimeLedger Product(s). Any professional services provided to you by LimeLedger shall be governed by a separate TSA or services agreement. In the event that any provision of this EULA is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the EULA did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. LimeLedger may assign and transfer this EULA to any successor that acquires all or substantially all of the business or assets of LimeLedger by way of merger, consolidation, other business reorganisation, or the sale of interests or assets.

9.7 Amendments.

LimeLedger reserves the right to update or amend this EULA from time to time. LimeLedger will post the updated EULA on its website at https://www.limeledger.com/terms and will notify you of any material changes by email or by posting a notice on such website. By continuing to access or use the Product(s) after LimeLedger has provided such notice, you are indicating that you agree to be bound by the updated terms.

BY INSTALLING, ACCESSING OR USING THE PRODUCT(S), YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS EULA.