LIMELEDGER

MASTER SERVICES AGREEMENT

Last updated June 2026

This Master Services Agreement (this "Agreement") is a legal agreement between the LimeLedger entity identified on the applicable Order Schedule - 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 Schedule or SOW (in each case referred to as "LimeLedger") - and you (the "Client"), effective as of the date of the last signature on the Order Schedule ("Effective Date"). Each LimeLedger entity that issues an Order Schedule or SOW pursuant to this Agreement 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.

WHEREAS, Client may from time to time desire to retain LimeLedger to provide certain services upon the terms and conditions set forth herein ("Terms") and in an executed Statement of Work ("SOW"), and if LimeLedger is willing to perform such services, such services will be subject to the terms and conditions set forth herein and in the relevant SOW and Order Schedule.

ARTICLE I - SERVICES

1.1 Definitions

"Services" means the professional consulting services LimeLedger provides as a Value Added Reseller of and implementation partner for Sage Intacct (a product of Sage Group plc), including software implementation, configuration, data migration, integration development, and related consulting services.

"Subscription Services" means professional consulting services purchased by Client from LimeLedger as a subscription, for a set duration or term, including but not limited to ongoing support services such as LimeLedger's Essential and Premium support tiers, and any other service designated as a subscription service in the applicable Order Schedule or SOW.

"Sage Intacct Products" means the software products Client purchases from LimeLedger through its Value Added Reseller partnership with Sage Group plc ("Sage Intacct"), including: (1) the software, reports and documentation made available via login; (2) Sage Intacct's application programming interface (the "API") and software development kit ("SDK"); (3) the Sage Intacct Marketplace; and (4) any software or services provided by third parties through the Marketplace or from within the Services ("Add-ons"). LimeLedger is not the owner or creator of the Sage Intacct Products and makes no representation or warranty on behalf of such Sage Intacct Products.

"LimeLedger Products" means any proprietary software tools, templates, or automation frameworks created, developed, or owned by LimeLedger and referenced on the applicable Order Schedule or SOW. Any purchase or use of the LimeLedger Products shall be subject to the LimeLedger End User Licence Agreement (the "LimeLedger EULA").

1.2 Scope of Services

LimeLedger shall provide the Services to Client as described in the SOW in accordance with this Agreement, either directly by its employees or through such subcontractors (at LimeLedger's expense) as LimeLedger deems necessary to perform the Services. LimeLedger will be responsible for the work and activities of subcontractors in connection with LimeLedger's provision of the Services, including liability for such subcontractors to the same extent LimeLedger would be liable under this Agreement. All work will be performed remotely unless travel is specifically requested and approved by Client in writing. LimeLedger and its subcontractors may perform Services from locations worldwide.

1.3 LimeLedger Responsibilities

LimeLedger will be responsible for the overall project delivery including:

a. Management of scope
b. Planning, scheduling, and project controls
c. Conducting status meetings; and
d. Completion of LimeLedger's activities as specified in the SOW.

1.4 Client Executive Sponsor

Client will designate a single point of contact who shall be the Executive Sponsor, with full authority to act on behalf of Client with regard to this Agreement. Client's Executive Sponsor will have full authority to act on behalf of Client with respect to:

a. Decision and signatory authority
b. Managing Client's deliverables for the project
c. Reviewing, accepting, and approving project deliverables
d. Authorising payments; and
e. Obtaining and maintaining all necessary licences, including Sage Intacct and other third-party software licences and consents, and complying with all applicable laws before the date on which the Services are to start.

1.5 Client Project Sponsor

For each SOW, Client will designate a single point of contact who shall be the Project Sponsor, with full authority to act on behalf of Client with regard to that SOW. Client's Project Sponsor will have full authority to act on behalf of Client with respect to:

a. Facility and meeting coordination at Client's site
b. Arranging interviews
c. Interfacing with LimeLedger to ensure there is an efficient exchange of information and that important and timely decisions are made
d. Providing timely and accurate information, attending meetings, and working with the LimeLedger team to provide information as requested by LimeLedger
e. Providing access to Subject Matter Experts ("SME") in a timely manner when requested by LimeLedger
f. Having responsibility for the quality of the data provided to LimeLedger; consultation for validation of data provided and feedback to assist Client in providing accurate data will be billed in addition to the services described in the SOW at standard rates
g. Notifying LimeLedger of meeting changes or cancellations at least twenty-four (24) hours prior to the scheduled meeting time; if Client postpones or cancels meetings without proper notice, LimeLedger reserves the right to charge for the time allocated for any cancelled meetings; and
h. Providing such Client materials or information as LimeLedger may reasonably request to carry out the Services in a timely manner, including software credentials, testing environments, and testing

data, and ensuring that such materials or information are complete and accurate in all material respects.

1.6 Prevention or Delay

If LimeLedger's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, LimeLedger shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

1.7 Third-Party Providers

"Third-Party Providers" are third parties (other than Sage Intacct) that offer products or services related to the Services, including providers of complementary software such as project management, payroll, expense management, reporting, and field operations tools. LimeLedger makes no representation, warranty or promise regarding Third-Party Providers or the products or services they may offer, whether or not such products or services are presented within the Services, in the Marketplace, or on the Site. Client should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation Client deems necessary or appropriate before proceeding with any transaction with any Third-Party Provider.

1.8 Add-ons

Any purchase from a Third-Party Provider is subject to the terms and conditions established by the Third-Party Provider and presented in connection with that purchase (typically an "End-User Licence Agreement", or "EULA"). Client agrees that Client is purchasing the Add-on from the Third-Party Provider and that the Third-Party Provider, and not Sage Intacct or LimeLedger, is solely responsible for the Add-on and any promises in the EULA.

1.9 Software Development Services

The following terms and conditions apply when Services include software development performed by LimeLedger.

1.9.1 LimeLedger shall provide the software development services to Client as described in the SOW (the "Development Services") in accordance with this Agreement, either directly by its employees or through such subcontractors (at LimeLedger's expense) as LimeLedger deems necessary. All work will be performed remotely unless travel is specifically requested and approved by Client in writing.

1.9.2 The Development Services may be developed using JavaScript, Python, HTML, and related technologies. Other technologies (including open-source software) may be used as needed. The technologies, languages, libraries, and methods used will be at LimeLedger's discretion unless otherwise specified in the applicable SOW.

1.9.3 Client responsibilities for Development Services include: (a) providing LimeLedger with appropriate test environments of all relevant systems for development of the solution, typically a sandbox of production environments; (b) creating any necessary test data, including Sage Intacct data, third-party system data, and input files; (c) testing the solution provided with all relevant workflow processes, functions, and data combinations; (d) if Sage Intacct Web Services are required, ensuring that Web Services are enabled on Client's Sage Intacct subscription and providing LimeLedger with the necessary Sender ID and credentials; and (e) if JavaScript customisations are used within the Sage Intacct application, ensuring that Platform Services (Standard or Developer) are enabled as part of Client's Sage Intacct subscription.

1.9.4 MODIFICATIONS MADE TO SAGE INTACCT USING PLATFORM SERVICES ARE NOT WARRANTIED BY SAGE INTACCT AND MAY STOP WORKING IF SAGE INTACCT ALTERS THE USER INTERFACE OR RELEASES A NEW USER INTERFACE IN A WAY THAT AFFECTS THE CUSTOMISATIONS. If this occurs, additional services may be required at rates and terms specified in a subsequent SOW.

1.9.5 The Development Services process will be as follows: (a) LimeLedger performs scoping of the development project with Client either before or after the Development Services SOW is signed; (b) LimeLedger develops the solution with input from Client; (c) LimeLedger informs Client when the solution is available for testing and confirmation; (d) Client tests and provides feedback to LimeLedger; (e) LimeLedger resolves issues identified by Client during testing; (f) Client retests, repeating the process as needed until no issues are identified; (g) once no issues have been identified, or upon direction from Client, LimeLedger proceeds with deployment to the production environment; and (h) deployment into the production environment is deemed Client's acceptance of the deployed solution in its then-current condition, unless Client and LimeLedger have mutually agreed in writing on outstanding development to occur after the initial production deployment.

1.9.6 Each SOW will be considered complete upon Client's first use of the deployed solution in a production environment and/or it has been more than thirty (30) days since production deployment.

1.9.7 Hosting. Unless otherwise stated in the SOW, any Development Services requiring hosting shall be exclusively hosted by LimeLedger under terms set forth in the applicable SOW. LimeLedger will host the code on behalf of Client for an annual hosting fee and term set forth in the applicable SOW and/or subsequent renewal orders.

1.9.8 Support. Support for custom software is not provided under standard Sage Intacct support plans. LimeLedger may provide support and maintenance for custom software at an annual fee and on terms set forth in the applicable SOW and/or subsequent renewal orders, or on a time and materials basis as defined in the SOW.

ARTICLE II - TAXES

2.1 Taxes

LimeLedger's fees are exclusive of Goods and Services Tax (GST) and any other federal, state or local taxes or levies imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (collectively, the "Taxes"), all of which shall be paid by Client in addition to the fees owed to LimeLedger. LimeLedger will issue tax invoices as required under the A New Tax System (Goods and Services Tax) Act 1999 (Cth). In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless LimeLedger, its officers, agents, and employees from and against any and all fines, penalties, damages, and costs (including claims, liabilities or losses arising from or related to such failure by Client), as well as all reasonable legal fees and costs associated with Client's breach of this Section 2.1.

ARTICLE III - INTELLECTUAL PROPERTY

3.1 LimeLedger IP Ownership

Except as expressly stated, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. Client acknowledges that LimeLedger's service model is to provide services with respect to, and to develop customisations and improvements for, certain software applications, and that LimeLedger must retain ownership of and control over such customisations and improvements. Accordingly, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trade marks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product including source code, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of LimeLedger in the course of performing the Services, including any items identified as such in the SOW (collectively, the "Deliverables"), except for any Client Content (as defined below), shall be exclusively owned by LimeLedger. To the extent Client acquires any rights in such Deliverables, by operation of law or otherwise, Client hereby assigns all rights, title, and interests in such Deliverables to LimeLedger without the need of additional consideration. LimeLedger hereby grants to Client a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, fully paid-up licence to use, execute, reproduce, display, perform, and create derivative works of all Deliverables provided by LimeLedger to Client under this Agreement for Client's own internal commercial use, provided that such Deliverables are not separately commercially exploited for the benefit of any third party. Notwithstanding the foregoing, LimeLedger may independently create derivative works of the Deliverables without reference to any Client derivative works, and LimeLedger shall own all Intellectual Property Rights in and to such derivative works.

3.2 Client IP and Content

Client shall retain all ownership and intellectual property rights in and to all data, text, images, audio, video, photographs, and other content and material, in any format, provided by Client that is stored in, or run on or through, the Services ("Client Content"). Services under this Agreement, other products and services provided by LimeLedger, and all intellectual property therein and all derivative works thereof, do not fall within the meaning of "Client Content." All ownership and intellectual property rights in and to Sage Intacct content and the use of such content is governed by the Sage Intacct terms as referenced in Article IX below.

Client grants to LimeLedger the right to use, process, display and transmit Client Content to provide the Services pursuant to and in accordance with this Agreement. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Client Content, and for obtaining all rights related to Client Content required for LimeLedger to perform the Services. Client may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, competing products or services; (c) licence, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement; (d) remove, alter, or obscure any copyright, trade mark, or other proprietary rights notice on or in the software; or (e) upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights. LimeLedger disclaims all liabilities arising from or related to Client Content and/or any Third-Party content.

3.3 Feedback

LimeLedger welcomes Client suggestions and feedback on how to improve the Services. If Client provides any suggestions, feedback, or improvements to the Services, LimeLedger will have the right to use and have others use such suggestions, feedback, and improvements for any purpose without compensation to Client. Each party hereby makes any assignments necessary to accomplish the ownership provisions in this Section.

3.4 Sage Intacct SDK and API Licence

Subject to Client's compliance with all of the terms and conditions of this Agreement, and as provided by Sage Intacct under the terms referenced in Article IX, Client may be granted limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable licences, during the term of this Agreement, to: (a) use the SDK only to develop and test software for use with the Services; and (b) access the API to process, analyse or display User Data. All such licences are subject to the terms and conditions set by Sage Intacct and are not granted by LimeLedger independently of Sage Intacct's terms.

ARTICLE IV - CONFIDENTIAL INFORMATION, DATA PRIVACY AND SECURITY

4.1 Access

LimeLedger hereby retains, and Client hereby grants to LimeLedger, the right to access the Products and Services Client is ordering under this Agreement (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, Client hereby authorises LimeLedger to configure such settings (if LimeLedger maintains administrative access) and Client agrees to configure and maintain such settings (if LimeLedger does not maintain administrative access) for the duration of the applicable subscription period.

4.2 Data Handling and Privacy Policy

LimeLedger will maintain reasonable administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Client User Data that are consistent with industry standards for similar services. "User Data" means the information submitted by users into the Services, including information derived from such submissions, account information, accounting information, transactions and reports. Client shall not disclose LimeLedger Data except as expressly permitted under these Terms. "LimeLedger Data" means the information on the Order Schedule, data about the configuration and use of the Services, and information provided to Client only via login at the Site other than as derived from User Data.

4.3 Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure or, if disclosed orally or by inspection, by confirming its confidential nature in writing within ten (10) business days of such disclosure, the receiving party (the "Recipient") agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This Section shall not apply to information which is: (a) publicly known; (b) already known to the Recipient; (c) disclosed to a third party without restriction; (d) independently developed; or (e) disclosed pursuant to legal requirement or order, or as required by applicable regulations or professional standards. Subject to the foregoing, LimeLedger may disclose Client's Confidential Information to its subcontractors and related entities as necessary to perform the Services.

4.4 Data Privacy

To the extent the Services require LimeLedger to receive personal information from Client, 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 Services under this Agreement.

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

a. Follow Client's reasonable instructions regarding the processing of personal information
b. Not sell personal information collected from Client or share it for purposes of targeted advertising
c. Process personal information solely for purposes related to Client's engagement and not for LimeLedger's own commercial purposes unrelated to the Services; and
d. Cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws.

Client is responsible for notifying LimeLedger of any applicable privacy laws to which the personal information provided to LimeLedger is subject, and Client represents and warrants it has 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 Services described herein.

LimeLedger is responsible for notifying Client if LimeLedger becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal information processing.

Client agrees that LimeLedger has the right to utilise Client data to improve internal processes and procedures and to generate aggregated and de-identified data from the data provided by Client, 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 Client, Client employees, or any other individual or business entity.

4.5 Client Responsibility and Global Processing

Client is solely responsible for the protection of Client Content, including providing any notices to, and obtaining any consent from, named data subjects, as may be necessary for Client to use and LimeLedger to provide the Services. Client acknowledges and agrees that LimeLedger and/or its subcontractors or affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing) from locations worldwide. LimeLedger will take reasonable steps to ensure that any cross-border transfer of personal information complies with applicable privacy laws, including the overseas disclosure requirements of the Privacy Act 1988 (Cth) where applicable. Client is responsible for any security vulnerabilities arising from Client User Data or Client Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Client Content, or from Client's use of the Services in a manner inconsistent with the terms of this Agreement.

4.6 Information Security

LimeLedger has established information security operational requirements that support the protection of Client 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. Client is responsible for providing timely written notification to LimeLedger of any additions, changes or removals of access for Client personnel to LimeLedger-provided systems or applications. If Client becomes aware of any known or suspected information security or privacy-related incidents or breaches related to this Agreement, Client should notify LimeLedger promptly via email at info@limeledger.com.

ARTICLE V - WARRANTIES

5.1 Mutual Warranties and Services Warranty

Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. LimeLedger warrants that during the Services Period, LimeLedger will perform the Services using commercially reasonable care and skill in all material respects as described herein. If the Services provided to Client were not performed as warranted, Client must provide LimeLedger with a written notice describing the deficiency in the Services ("Non-conformance") within thirty (30) days following delivery of such Services. LimeLedger shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Services substantially conform to the specifications. If Client uses the Services before acceptance or fails to promptly notify LimeLedger of any Non-conformance within such thirty (30) day period, then the Services shall be deemed irrevocably accepted by Client.

5.2 Sage Intacct Availability

Sage Intacct guarantees availability as fully described in the Sage Intacct service level agreement available at the Sage Intacct customer terms page. Sage Intacct continually monitors the status of the Services and reports on historical availability. Regularly scheduled maintenance windows will be published within the Services. LimeLedger makes no separate warranty regarding Sage Intacct uptime or availability; Client's remedies in respect of service availability are those provided directly by Sage Intacct under its applicable terms.

5.3 Disclaimer

LimeLedger does not warrant that the Services will be performed error-free or uninterrupted, that LimeLedger will correct all Services errors, or that the Services will meet Client requirements or expectations. LimeLedger is not responsible for any issues related to the performance, operation or security of the Services that arise from Client Content or Third-Party content or services provided by third parties. Client acknowledges that the occurrence of minor defects in software and software customisations are to be expected in connection with the Services performed in accordance with industry standards, and that Section 5.1 shall not be interpreted to mean that all Services performed by LimeLedger will be error-free.

5.4 Remedy

For any breach of the Services warranty, Client's exclusive remedy and LimeLedger's entire liability shall be the correction of the deficient Services that caused the breach of warranty, or, if LimeLedger cannot substantially correct the deficiency in a commercially reasonable manner, Client may end the deficient Services and LimeLedger will refund to Client the fees for the terminated services that Client prepaid for the period following the effective date of termination.

5.5 Client Compliance Warranty

Client represents and warrants to LimeLedger that Client is in compliance with, and shall continue to comply with, all applicable federal, state and local laws, rules, regulations and ordinances relevant to the Client Content and Client's use of the Services.

5.6 General Disclaimer

To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including for software, hardware, systems, networks or environments, or for merchantability, satisfactory quality, or fitness for a particular purpose. Nothing in this Agreement is intended to exclude, restrict or modify any rights that Client 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.

ARTICLE VI - LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

6.1 Limitation of Liability for Services

SUBJECT TO SECTION 6.7, THE LIABILITY OF LIMELEDGER AND ITS PRESENT OR FORMER DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO LIMELEDGER FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS UNDERLYING THE CLAIM. 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 AGREEMENT.

6.2 Products

The liability related to any LimeLedger Products is set forth in and shall be governed by the LimeLedger EULA.

6.3 Indemnification by Client

As LimeLedger is performing the Services solely for Client's benefit, Client 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 the Services, Client's use of the Services, or this Agreement, except to the extent resulting from the negligence or intentional wrongdoing of LimeLedger.

6.4 Legal Processes

In the event LimeLedger is requested by Client, or required by government regulation, subpoena, or other legal process, to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for Client, so long as LimeLedger is not a party to the proceeding in which the information is sought, Client will reimburse LimeLedger for its professional time and expenses, as well as reasonable legal fees and expenses, incurred in responding to such a request.

6.5 Agreed Basis

Each party recognises and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained-for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

6.6 Application

The terms of this Article VI shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, LimeLedger or others), but these terms shall not apply to the extent finally determined to be contrary to applicable law or regulation. These terms shall continue to apply after any termination of this Agreement.

6.7 Australian Consumer Law

Nothing in this Article VI limits, excludes or modifies, or purports to limit, exclude or modify, any statutory guarantee or right Client may have under the ACL to the extent that such guarantee or right cannot be limited, excluded or modified by agreement.

6.8 Legal Proceedings Timeframe

Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim, except where such limitation is unenforceable under applicable law.

6.9 IP Infringement

To the extent there are any claims of IP infringement in relation to the Services, or if in the opinion of LimeLedger it appears likely that such a claim could be initiated, LimeLedger will, at its option: (a) secure the right of Client to continue using such LimeLedger Intellectual Property Rights, or portion thereof; (b) replace or modify such LimeLedger Intellectual Property Rights, or portion thereof, to make it non-infringing, without substantially altering its capabilities and functioning; or, if (a) or (b) are not available on commercially reasonable terms, then (c) terminate Client's access to and use of the subject LimeLedger Intellectual Property Rights and refund to Client any unused, prepaid fees for such LimeLedger Intellectual Property Rights.

6.10 Insurance

During the term of this Agreement and for a period of twelve (12) months thereafter, LimeLedger shall maintain, at its own expense, the following insurance policies in full force and effect:

a. Professional Indemnity Insurance with a minimum limit of AUD $2,000,000 per claim
b. Public Liability Insurance with a minimum limit of AUD $10,000,000 per occurrence; and
c. Cyber Liability Insurance with a minimum limit of AUD $1,000,000 per claim.

Where Client requires LimeLedger employees to be on-site to perform any of the Services, Client shall, at its own expense, maintain and carry in full force Workers Compensation Insurance in accordance with the statutory laws of the applicable jurisdiction where Services are being rendered.

ARTICLE VII - TERM AND TERMINATION

7.1 Term

The initial term of this Agreement will begin on the Effective Date and will continue until terminated in accordance with this Agreement. Unless otherwise specified in the applicable Order Schedule or SOW, this Agreement will automatically extend for successive one (1) year periods unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the relevant period.

7.2 Suspension

LimeLedger may suspend Client's access to, or use of, the Services if LimeLedger believes that: (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) Client or Client users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy set out in Article IX or the Sage Intacct Terms. When reasonably practicable and lawfully permitted, LimeLedger will provide Client with advance notice of any such suspension. LimeLedger will use reasonable efforts to re-establish the Services promptly after determining that the issue causing the suspension has been resolved. Any suspension under this paragraph shall not excuse Client from its obligation to make payments under this Agreement.

7.3 Termination for Cause

If either party breaches a material term of this Agreement (including non-payment of fees) and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If LimeLedger terminates the Agreement as specified in the preceding sentence, Client must pay within thirty

(30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under this Agreement plus related taxes and expenses. Except for non-payment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Client agrees that if Client is in default under this Agreement, Client may not use those Services ordered.

7.4 Suspension for Non-Payment

LimeLedger reserves the right to suspend or terminate the Services, with thirty (30) days prior notice, in the event of non-payment or other material default on Client's part that has not been cured within ten (10) days of written notice of such default being provided to Client.

7.5 Damages on Termination

If the provision of services is suspended or terminated as provided herein, Client agrees that LimeLedger will not be responsible for Client's failure to meet government and other deadlines, for any penalties or interest that may be assessed against Client resulting from such failure, and for any other damages, including consequential damages. In the event of any termination of this Agreement, Client shall pay LimeLedger for all Services rendered and expenses incurred as of the date of termination and shall reimburse LimeLedger for all reasonable costs associated with any termination. In the event that collection procedures are required, Client agrees to be responsible for all reasonable expenses of collection, including related legal fees.

7.6 Termination for Convenience

Either party may terminate this Agreement, as it relates to the Services provided by LimeLedger to Client, for convenience upon thirty (30) days prior written notice to the other party.

7.7 Client Data on Termination

LimeLedger will make Client User Data available to Client for up to ninety (90) days after termination. After that ninety (90) day period, Client will lose access to any data and LimeLedger will have no obligation to maintain any, and will have the right to delete, all data related to the expired or terminated agreement or Order Schedule. Client data will be deleted according to LimeLedger's data retention policies and procedures.

7.8 Duration of Subscriptions

All initial subscriptions specified in the Order Schedule, including but not limited to Sage Intacct Products, LimeLedger Products, and Subscription Services, will run for the initial subscription period set forth in the Order Schedule. All subscriptions will automatically renew for additional subscription periods of one year at the then-current price unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the relevant subscription period. If Client adds subscriptions after the beginning of a subscription period, the initial term of the new subscriptions will run for the remainder of the then-current subscription period.

ARTICLE VIII - CHOICE OF LAW, JURISDICTION AND DISPUTE RESOLUTION

8.1 Governing Law

Where this Agreement is contracted through LimeLedger Pty Ltd (ABN 96 696 961 565), the validity, construction and enforcement of this Agreement 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 Agreement shall be brought exclusively in the courts of New South Wales, Australia. Where this Agreement is contracted through LimeLedger Ltd (Kenya), the validity, construction and enforcement of this Agreement

shall be determined in accordance with the laws of Kenya, and any action arising under this Agreement shall be brought exclusively in the courts of Kenya. Where this Agreement is contracted through any other LimeLedger entity, the governing law and jurisdiction shall be as specified in the applicable Order Schedule or SOW.

8.2 Dispute Resolution

All disputes and controversies between the parties arising out of or in connection with this Agreement (each a "Dispute") shall be resolved using the following procedure. 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, both parties agree to attempt in good faith to settle 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 the parties agree in writing). The mediation shall be conducted by a single mediator mutually acceptable to the parties. Each party shall bear its own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the Dispute is not resolved by mediation within thirty (30) days of its commencement, either party may refer the Dispute to litigation in the courts specified in Section 8.1. Notwithstanding the foregoing, either party may at any time seek urgent injunctive or other equitable relief from a court of competent jurisdiction without first following the steps above. No demand for mediation shall be made after the date when institution of legal proceedings based on such Dispute would be barred under the applicable limitations period.

ARTICLE IX - SAGE INTACCT CONDITIONS

9.1 Sage Intacct Licence

For the duration of the Services Period and subject to Client's payment obligations, and except as otherwise set forth in this Agreement, Client will have the non-exclusive, non-assignable, royalty-free, worldwide limited right to access and use the Sage Intacct Products described herein, solely for Client's internal business operations, subject to Sage Intacct's then-current terms of service available at the Sage Intacct customer terms page (as amended from time to time) (the "Sage Intacct Terms"), which are incorporated herein by reference with the same force and effect as if given in full text. Client represents that it has reviewed the Sage Intacct Terms and expressly agrees to them as of the Effective Date and in their then-current form on the date of any renewal of this Agreement. For the avoidance of doubt, the contract for Sage Intacct Products is between Client and Sage Group plc (or its applicable subsidiary); LimeLedger acts as a reseller only.

9.2 Authorised Users and Updates

Client may allow authorised users to use the Sage Intacct Products for this purpose. Client is responsible for authorised users' compliance with the terms of this Agreement and will cooperate with LimeLedger to address any issues with such usage. During the term of this Agreement, LimeLedger or Sage Intacct may update the Sage Intacct Products to reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third-party content. Client acknowledges that this Agreement is a services agreement and LimeLedger will not be delivering copies of any software to Client as part of the Services. Client acknowledges and agrees that LimeLedger does not own or purport to own any Sage Intacct Products after the resale of the licences, and Client's use and ownership of any such Sage Intacct Product is subject to the Sage Intacct Terms.

9.3 Acceptable Use

Client may not, and may not cause or permit others to: (a) use the Sage Intacct Products to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk

e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Sage Intacct Products; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Sage Intacct Products (the "Acceptable Use Policy"). LimeLedger has the right to take remedial action if the Acceptable Use Policy or the Sage Intacct Terms are violated, and such remedial action may include removing or disabling access to material that violates the policy.

ARTICLE X - MISCELLANEOUS

10.1 Notices

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received: (a) on the date personally delivered; (b) the date of confirmed receipt if sent by courier service; or (c) the date of confirmed delivery if sent by email (with read receipt), to the applicable party at the address or email address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

10.2 Entire Agreement

This Agreement, together with the Order Schedule and SOW, constitutes the entire agreement between Client and LimeLedger with respect to the subject matter hereof and supersedes all prior agreements, promises, understandings and negotiations, whether written or oral, solely with respect to the subject matter hereof. No terms in any purchase order Client provides that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically objected to by LimeLedger. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

10.3 Modifications

Except as expressly provided herein, no modification of the Agreement will be effective unless contained in writing and signed by an authorised representative of each party. From time to time, LimeLedger may amend these terms in its sole discretion. LimeLedger will post the amended terms on its website at https://www.limeledger.com/terms and will notify Client of any material changes by email or by posting a notice in the Services. By continuing to access or use Services after LimeLedger has provided Client with such notice of a change, Client is indicating that it agrees to be bound by the modified terms. If the changes have a material adverse impact on and are not acceptable to Client, then Client must notify LimeLedger within thirty (30) days of the applicable date. If LimeLedger cannot accommodate Client's objection, then the prior terms shall govern until the expiration of Client's then-current subscription period.

10.4 Interpretation

In the event that any provision of this Agreement 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 Agreement 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.

10.5 Export Compliance

By using the Services, Client agrees to comply with all applicable Australian export control laws and regulations, including those administered by the Department of Foreign Affairs and Trade (DFAT) and the Australian Border Force, as well as any other applicable export control regimes, in connection with Client's use of the Services.

10.6 No Solicitation

During the term of this Agreement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing or receiving Services under this Agreement. Both parties acknowledge that the fee for hiring such personnel, during the project term and within twelve months following completion, will be a fee equal to the hired person's annual salary at the time of the violation, so as to reimburse the relevant party for the costs of hiring and training a replacement.

10.7 Assignment

Neither this Agreement, any SOW, any claims, nor any rights or licences granted under this Agreement may be assigned, delegated or subcontracted by Client without the written consent of LimeLedger. LimeLedger may assign and transfer this Agreement and any SOW 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.

10.8 No Waiver

The failure of either party at any time to enforce any of the provisions of this Agreement or a SOW will in no way be construed as a waiver of such provisions and will not affect the right of such party thereafter to enforce each and every provision thereof in accordance with its terms.

10.9 Independent Contractors

The parties are independent contractors. Nothing in this Agreement 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 Client to any third-party agreement. Though the Services may include LimeLedger's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.

10.10 Limitations on Services

Notwithstanding anything set forth in this Agreement or any exhibit or schedule hereto, in no event will the Services include, or this Agreement be construed as requiring that LimeLedger: (a) perform any services reserved to a registered tax agent, auditor, or legal practitioner pursuant to the law of any applicable jurisdiction; or (b) provide, or be deemed or construed to have provided, any attestation, audit opinion, or report in connection with the Services or with respect to any financial statements or disclosures made by Client. LimeLedger makes no representations regarding questions of legal or regulatory interpretation. Client should consult with its solicitors or other appropriate professional advisers with respect to any legal matters or items that require legal interpretation.

10.11 No Liability for Electronic Communications

Client acknowledges that: (a) LimeLedger and Client may correspond or convey documentation via Internet e-mail and other electronic means unless Client expressly requests otherwise; (b) neither party has control over the performance, reliability, availability, or security of Internet e-mail; and (c) LimeLedger shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

10.12 No Third-Party Beneficiaries

Except to the extent expressly provided to the contrary in this Agreement, no third-party beneficiaries are intended under this Agreement.

10.13 Publicity

LimeLedger may use Client's name and logo in its marketing program, including use on LimeLedger's website, marketing literature, and in press releases, unless Client notifies LimeLedger in writing that it objects to such use.

10.14 Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, including without limitation any act of God, fire, casualty, flood, war, strike, lockout, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, pandemic, destruction of production facilities, insurrection, or inability to obtain labour, materials, equipment, transportation or energy sufficient to meet needs (each a "Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimise its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

10.15 Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including those created by DocuSign or other electronic signature platforms) shall be accepted as valid and binding.

This Agreement is effective as of the Effective Date.

IN WITNESS WHEREOF the parties have executed this Agreement:

LIMELEDGER

(Insert contracting entity name and registration number as identified on the applicable Order Schedule or SOW)

Entity: _____
Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____

CLIENT

Company Name: _____
ABN / ACN: _____
Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____