LIMELEDGER

SUBSCRIPTION SERVICES AGREEMENT

Rev. June 2026

This LimeLedger Subscription Services Agreement ("Agreement") is entered into between you, the client identified on the applicable Order Form or otherwise the user of the LimeLedger Products (as defined below) ("you" or "Client"), and the LimeLedger entity identified on the applicable Order Form - 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 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.

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

1. PRODUCTS

The term "Products," as used herein, shall mean, collectively, 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 Products, including any derivatives thereof, and any accompanying manuals, configurations or other documents, created by LimeLedger and accessible by you.

2. LICENCE

Subject to your compliance with this Agreement and your payment of any applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, worldwide licence, to the extent applicable, to install, access and use the Products in connection with your licence and use of the Third Party Software (as defined below) for your internal business purposes. This licence shall be valid for the term set forth in the Order Form or other ordering document ("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 Agreement; 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 may not:

(a) violate any applicable laws

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

(c) reverse engineer, disassemble or decompile the Products or otherwise derive the source code of any Products

(d) process, transmit or introduce any content that infringes the intellectual property rights of a third party

(e) copy, modify, customise, or otherwise alter the source code or configuration of the Products

(f) transfer, sell, re-sell, loan, or otherwise distribute, sublicence or assign your rights in the Products to any third party

(g) remove or modify any copyright, patent, trade mark or other notices on any Products

(h) build a competitive product or service by accessing or copying the Products or its features; or

(i) use the Products in any way that is not expressly granted by the licence granted to you in Section 2 of this Agreement.

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 Agreement. Upon LimeLedger's request or reasonable belief that you have violated the terms of this Agreement, 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 Agreement.

3.4 Authorised Users

"Authorised User" means the employees and agents of Client who are authorised by Client to use the Products and who are acting on Client's behalf, for Client's internal business operations, and in connection with the Third Party Software licenced by Client. To the extent applicable, the Order Form will identify the number of licences or Authorised Users who may use the Products and in such event, you acknowledge and agree that the use of one unique profile by more than one user is expressly prohibited by this Agreement. You are solely liable for all of the actions of your Authorised Users. Should LimeLedger discover more than one user is accessing the same profile, you agree that LimeLedger may impose additional fees for such unauthorised use.

3.5 Dependencies

Client acknowledges that the Products, including Client's and its Authorised Users' use of the Products, is dependent upon Third Party Software, and Client's authorised use of the Third Party Software. Client expressly acknowledges and agrees that LimeLedger is not responsible for any aspect of the Third Party Software, including, without limitation, any maintenance or support with respect to the Third Party Software, or Client's use of the Third Party Software, or any issues relating thereto (including, without limitation, relating to the access or use thereof, or any errors therein or related thereto), and that LimeLedger's obligations pursuant to this Agreement are solely with respect to the Products, regardless of any such dependency upon the Third Party Software.

3.6 Permissions

Client hereby grants to LimeLedger necessary permission to enable prerequisite features required for Products deployment in the respective Third Party Software through which the Products will be provided. LimeLedger would then be approved to accept the respective terms of service on behalf of Client with the Third Party Software when enabling these features in order to proceed with Client deployment. Client shall be fully responsible for compliance with any such terms of service.

4. INTELLECTUAL PROPERTY

4.1 Products 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 Agreement. 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. LimeLedger reserves all rights not expressly granted to you in this Agreement.

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 are required to operate with software developed, owned or provided by third parties or their licensors, including but not limited to Sage Group plc (Sage Intacct) and other third-party platforms specified on the applicable Order Form (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. To the extent any "open source" or "copyleft" software or "open" or "public source" or similar licences (collectively, "Open-Source Software") is embedded in the Products, use of the Open-Source Software is subject to the terms of any such licences. You may not remove or alter any Open-Source Software attribution notices that are included in the Products or the applicable documentation.

4.4 Support and Upgrades

LimeLedger is not obligated to provide upgrades, updates, or support unless otherwise agreed by the parties in the applicable Order Form or separate agreement; provided however that 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 provide support on outdated versions of the Products.

5. TERM AND TERMINATION

This Agreement begins on the date identified in the Order Form 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 Agreement may be terminated by LimeLedger if: (a) you breach the terms of this Agreement 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 Products after receiving notice from LimeLedger; (d) LimeLedger ceases providing the Products 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 Products, remove the Products from all computers and servers on which such Products are installed, and, upon LimeLedger's request, certify such destruction 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 Agreement; (b) you have read these terms and agree to abide by your obligations herein; (c) your data that you use or upload in connection with your use of the Third Party Software and the Products will not infringe the intellectual property rights of any third party; and (d) you have the authority and any necessary consents to upload such data into the Third Party Software and Products.

6.2 Disclaimers

THE PRODUCTS 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, THAT THE PRODUCTS ARE ERROR-FREE, SECURE OR FREE FROM ANY VIRUSES OR OTHER HARMFUL COMPONENTS. LIMELEDGER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD PARTY SOFTWARE, OR THAT YOUR EQUIPMENT OR SYSTEMS WILL BE COMPATIBLE WITH THE PRODUCTS.

Nothing in this Agreement 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 Products, including in any combination with the products or software of a third party; (b) your unauthorised use of the Products; (c) your breach of this Agreement or violation of applicable laws; and (d) your negligence.

7.2 Indemnification by LimeLedger

Subject to Section 7.4, we 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 Products infringing the intellectual property rights of such third party under Australian law or the law of any other applicable jurisdiction. LimeLedger shall have no obligation to defend you from claims if the infringement arises from your combination of the Products with any other product, software, service, data, or content, or from customisations to the Products made at your request or direction. Further, LimeLedger will have no obligation or liability arising from your or any third party's use of the Products other than for such Products' intended use, your intentional misconduct or your breach of this Agreement.

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, either: (a) obtain the rights for you to use the portion of the Products which is alleged to be infringing; (b) modify the alleged infringing Products or portion of such Products so that it is no longer infringing; (c) replace the alleged infringing Products or portion of such Products with a non-infringing alternate product; or (d) provide you with a refund for any fees paid for the duration that the Products were determined to be infringing. LimeLedger's indemnification obligation in this Section 7 constitutes LimeLedger's sole obligation, and your sole remedy, for intellectual property infringement claims.

7.4 Limitation of Liability

THE LIABILITY (INCLUDING REASONABLE LEGAL FEES AND ALL OTHER COSTS) OF LIMELEDGER AND ITS PRESENT OR FORMER DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES YOU PAID FOR THE RELEVANT PRODUCTS 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 AGREEMENT. IN ADDITION, LIMELEDGER SHALL HAVE NO LIABILITY FOR: (A) YOUR OR A THIRD PARTY'S MODIFICATIONS TO THE PRODUCTS; OR (B) THIRD PARTY RELIANCE ON THE DATA OUTPUTS OF ANY LIMELEDGER PRODUCTS.

Nothing in this Section 7.4 limits, excludes or modifies, or purports to limit, exclude or modify, 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 Products provided under this Agreement 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

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 hereunder.

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 instructions regarding the processing of personal information; (b) not sell personal information collected from Client or share it for purposes of targeted advertising; (c) not process personal information for commercial purposes other than those related to the Client's engagement; (d) notify Client if it becomes aware that it can no longer comply with applicable privacy law and, upon such notice, permit Client to take reasonable and appropriate steps to remediate personal information processing; and (e) 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.

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, and that is stripped of all persistent identifiers.

8.2 Data 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.

8.3 Access

LimeLedger hereby retains, and you hereby grant to LimeLedger, the right to access the Products and any services you order hereunder (including, without limitation, any Third Party Software) for any reasonable business purpose, including but not limited to providing support, determining usage for billing, Products 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 (if LimeLedger does not maintain administrative access) and to maintain such settings for the duration of the applicable subscription period.

9. MISCELLANEOUS

9.1 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 Form or SOW.

9.2 Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights (for which either party may seek urgent injunctive or other equitable relief from a court of competent jurisdiction at any time), all disputes and controversies arising out of or in connection with this Agreement and/or the Products or services provided by LimeLedger (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 9.1. 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.

9.3 Notices

LimeLedger may provide notice to you under this Agreement 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 Agreement, you must contact LimeLedger by personal delivery, overnight courier or certified mail to the address identified on the applicable Order Form, or by email to info@limeledger.com. Notices by delivery will be effective upon receipt by LimeLedger.

9.4 Relationship of Parties

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 you to any third-party agreement. Though the Products 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 Agreement, including but not limited to 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 Agreement. This section shall not apply to information which is: (a) publicly known; (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 is required by regulations or professional standards applicable to LimeLedger.

You shall treat all information received from LimeLedger as strictly confidential ("LimeLedger's Confidential Information") 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 Products as permitted under this Agreement. You shall not disclose any LimeLedger Confidential Information during the term of this Agreement or for five (5) years following termination of this Agreement. You shall not use LimeLedger's name or associated copyrights or trade marks without LimeLedger's prior written consent.

9.6 Miscellaneous

Unless you have entered into another agreement with LimeLedger or its affiliate, this Agreement supersedes all prior written or oral agreements, warranties or representations with respect to your use of the LimeLedger Products. Any professional services provided to you by LimeLedger shall be governed by a separate services agreement. 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. LimeLedger may assign and transfer this Agreement 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.

BY INSTALLING, ACCESSING OR USING THE PRODUCTS, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

CLIENT

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

LIMELEDGER
(Insert contracting entity name and registration number as identified on the applicable Order Form)

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