LIMELEDGER

TECHNOLOGY SERVICES AGREEMENT

Last updated June 2026

This Technology Services Agreement (this "Agreement") is a legal agreement between the LimeLedger entity identified on the Order Schedule or SOW (as defined below) - 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 identified on the Order Schedule or SOW (the "Client"), effective as of the identified effective date or, if none, the last date of signature on the Order Schedule or SOW ("Effective Date"). Each LimeLedger entity that enters into 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 under this Agreement.

WHEREAS, Client may from time to time desire to retain LimeLedger to provide certain services on the terms and conditions set forth herein 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 or sales order ("Order Schedule").

ARTICLE I - DEFINITIONS

1.1 "LimeLedger Products"

"LimeLedger Products" means any proprietary software tools, templates, or automation frameworks owned by LimeLedger that Client accesses pursuant to the terms and conditions of a separate end user licence or subscription services agreement (collectively the "LimeLedger EULA").

1.2 "Services"

"Services" means the professional technology consulting services, including software implementation, configuration, data migration, integration development, and support services, that LimeLedger provides in its capacity as a Value Added Reseller of and implementation partner for Third-Party Providers, as further described in an SOW.

1.3 "Third-Party Products"

"Third-Party Products" means the software products offered by Third-Party Providers that Client purchases either from LimeLedger through LimeLedger's reselling partnership with a Third-Party Provider, or directly from the Third-Party Provider, including but not limited to: (1) software, reports and documentation made available via login; (2) a Third-Party Provider's application programming interface (API) and software development kit (SDK); (3) a Third-Party Provider's website (the "Site") or online marketplace (the "Marketplace"); and (4) any software or services provided by Third-Party Providers through the Site or Marketplace or from within the Services ("Add-ons"). LimeLedger is not the owner or creator of Third-Party Products and makes no representation or warranty on behalf of such Third-Party Products. Third-Party Products resold by LimeLedger shall be subject to the Third-Party Provider's terms and conditions, which will be set forth in a reselling addendum to this Agreement (the "Reselling Addendum").

1.4 "Third-Party Providers"

"Third-Party Providers" are third parties that offer products or services related to the Services. Third-Party Providers include, without limitation, Sage Group plc (in relation to Sage Intacct) and other providers of complementary software such as project management, payroll, expense management, field operations, and reporting tools. Third-Party Providers might: (a) offer complementary products for integrated use with the Services; (b) provide integrations with other products and services; (c) provide assistance with evaluating, deploying, customising, integrating, or supporting the Services; or (d) provide collaborative or outsourced accounting-adjacent services.

ARTICLE II - SERVICES AND RESPONSIBILITIES

2.1 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.

2.2 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.

2.3 Client Responsibilities

2.3.1 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 Third-Party Providers and other Third-Party Products' licences and consents, and complying with all applicable laws before the date on which the Services are to start.

2.3.2 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 timely decisions are made
d. Providing timely and accurate information, attending meetings, and working with the LimeLedger team to provide information as requested
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 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 Client materials or information are complete and accurate in all material respects.

2.3.3 Client agrees to (i) make all management decisions, perform all management functions, and assume all management responsibilities, (ii) designate one or more individuals who possess suitable skill, knowledge, and/or experience to oversee the Services, (iii) evaluate the adequacy and results of the Services, and (iv) accept responsibility for the results of the Services. It is Client's responsibility to establish and maintain internal controls, including monitoring ongoing activities. The provisions of this paragraph are not intended to and do not alter, modify or change LimeLedger's duties and obligations set forth in this Agreement.

2.3.4 If LimeLedger's performance of its obligations under this Agreement is prevented or delayed by a failure of Client to perform its responsibilities, or due to 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.

2.4 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 LimeLedger, is solely responsible for the Add-on and any promises or obligations in the EULA.

2.5 Software Development Services

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

2.5.1 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.

2.5.2 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.

2.5.3 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. 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.

2.6 Hosting

To the extent applicable and if 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.

2.7 Support

Support for custom software is typically not provided under Third-Party Provider support plans. LimeLedger may provide support and maintenance for custom software under terms and conditions and subject to an annual fee, as set forth in the applicable SOW.

ARTICLE III - CHARGES FOR SERVICES AND TAXES

3.1 Charges for Services

The charges for the Services will be set forth in the applicable SOW. Charges may include any direct and indirect expenses based on out-of-pocket expenditures, per diem allotments, mileage reimbursements, processing charges and technology expenses. All amounts are expressed in Australian dollars (AUD) unless otherwise stated in the applicable SOW. Invoices are due upon presentation and become delinquent if not paid within thirty (30) days of the invoice date. Any past due fee under this Agreement shall bear interest at the lower of twelve percent (12%) per annum or the highest rate permitted by applicable law on any unpaid balance.

3.2 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 (collectively, the "Taxes"). All Taxes 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). If any applicable law requires Client to deduct or withhold taxes from any payment due to LimeLedger, Client shall gross up such payment so that, after such deduction or withholding, LimeLedger receives the full amount originally invoiced. 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 arising from or related to such failure, including all reasonable legal costs associated with enforcing this Section 3.

ARTICLE IV - INTELLECTUAL PROPERTY

4.1 LimeLedger Intellectual Property Rights

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. Upon full payment and subject to the terms of this Agreement, LimeLedger grants to Client a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, fully paid-up licence to use such Deliverables for Client's own internal commercial use, and not shared with or used for the benefit of any third party. Notwithstanding the foregoing, LimeLedger may independently create derivative works of the Deliverables without reference to any Client Confidential Information, and LimeLedger shall own all Intellectual Property Rights in and to such derivative works.

4.2 Client Intellectual Property Rights

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." 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. LimeLedger disclaims all liabilities arising from or related to Client Content and/or Third-Party Provider content.

4.3 Prohibitions

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 or Deliverables; (b) access or use the Services or Deliverables 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 or Deliverables to any third party; (d) remove, alter, or obscure any copyright, trade mark, or other proprietary rights notice on or in the Services or Deliverables; 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.

4.4 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.

ARTICLE V - CONFIDENTIAL INFORMATION, DATA PRIVACY AND SECURITY

5.1 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, where ordered, any Third-Party Product) for any reasonable business purpose, including but not limited to providing support, determining usage for billing, and product notifications. 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.

5.2 Confidentiality

With respect to this Agreement and any information supplied by the disclosing party (the "Disclosing Party") in connection with this Agreement that should reasonably be treated as confidential and/or proprietary ("Confidential Information"), 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, other than as a result of a breach of this Agreement by Recipient; (b) already known to the Recipient; (c) disclosed to Recipient by a third party who, to the best of Recipient's knowledge, owes no obligation of confidentiality to the Disclosing Party; or (d) independently developed by Recipient. Subject to the foregoing, LimeLedger may disclose Client's Confidential Information (y) to its subcontractors and related entities; or (z) when required to comply with a legal requirement or order, or as required by applicable regulations or professional standards governing the Services performed.

5.3 Responding to 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.

5.4 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"). LimeLedger's processing shall be in accordance with the requirements of applicable privacy laws, including the Privacy Act 1988 (Cth) and any other applicable state or territory privacy legislation. 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, share, or disclose personal information collected from Client for purposes unrelated to the provision of Services
c. Not process personal information for commercial purposes other than as related to Client's engagement
d. Notify Client if it becomes aware it can no longer comply with applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate the 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 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. Client is solely responsible for the protection of Client data, including providing any notices to, and obtaining any consent from, data subjects, as may be necessary for Client to use 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, data processing) from locations worldwide, including from countries outside the jurisdiction in which the Client is located. LimeLedger will take reasonable steps to ensure that any cross-border transfer of personal information complies with applicable privacy laws. Client is responsible for any security vulnerabilities arising from Client data or Client Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Client data or Client Content, or from Client's use of the Services in a manner that is inconsistent with the terms of this Agreement.

5.5 Security

LimeLedger has established information security operational requirements to 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 VI - WARRANTIES

6.1 Mutual

Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so.

6.2 Limited Services Warranty

LimeLedger warrants that during the term of the relevant SOW, 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.

6.3 Remedy

For any breach of the Services warranty in Section 6.2, 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 terminate the deficient Services and LimeLedger will refund to Client the fees for the terminated services that Client pre-paid for the period following the effective date of termination.

6.4 Compliance

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.

6.5 Third-Party Providers and Products

LimeLedger makes no representation, warranty or promise regarding any Third-Party Providers or Third-Party Products, whether or not such products or services are presented within the Services, in the Marketplace, or on the Site. All Third-Party Products are provided to Client by LimeLedger on an "as-is" basis. LimeLedger will, to the extent permitted by the relevant Third-Party Provider, pass through any warranties and indemnifications provided by that Third-Party Provider. Client expressly waives any claim against LimeLedger based upon any product liability or infringement of any intellectual property right with respect to any Third-Party Product, and also waives any right to indemnification from LimeLedger against any such claim made against Client by another party.

6.6 Disclaimers

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 AND FITNESS FOR A PARTICULAR PURPOSE. LIMELEDGER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT LIMELEDGER WILL CORRECT ALL SERVICE 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, THIRD-PARTY PRODUCTS, 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 6.2 shall not be interpreted to mean that all Services performed by LimeLedger will be error-free. 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 VII - LIMITATIONS OF LIABILITY, INDEMNITY AND INSURANCE

7.1 Limitation of Liability

SUBJECT TO SECTION 7.5, THE TOTAL LIABILITY OF LIMELEDGER, ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES FOR ALL DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO LIMELEDGER FOR THE SERVICES TO WHICH THE CLAIM RELATES IN THE TWELVE (12) MONTHS PRECEDING THE EVENTS UNDERLYING THE CLAIM. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 Products

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

7.3 Indemnification

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 this Agreement or the Services provided under this Agreement, including but not limited to Client's use of the Services. This indemnification obligation shall not apply to third-party claims to the extent finally determined to have resulted from the wilful misconduct or fraudulent behaviour of LimeLedger.

7.4 Agreement on Limitations

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.

7.5 Australian Consumer Law

Nothing in this Agreement limits, excludes or modifies, or purports to limit, exclude or modify, any statutory guarantees provided under the ACL or any other applicable law to the extent that such rights cannot be limited, excluded or modified by agreement. Where the ACL or another applicable law implies any guarantee, condition or warranty into this Agreement that cannot be excluded, and LimeLedger is permitted to limit its liability for a breach of such guarantee, condition or warranty, LimeLedger's liability is limited to, at LimeLedger's option: (a) in the case of services, re-supplying the services or paying the cost of having the services re-supplied; and (b) in the case of goods, replacing the goods, supplying equivalent goods, repairing the goods, paying the cost of replacing or repairing the goods, or acquiring equivalent goods.

7.6 Legal Proceedings

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.

7.7 Infringement Claims

To the extent there are any claims of IP infringement in relation to the Services or LimeLedger Intellectual Property Rights, 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 (b) replace or modify such LimeLedger Intellectual Property Rights to make them non-infringing, without substantially altering their 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.

7.8 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 VIII - TERM AND TERMINATION

8.1 Term

The term of this Agreement will begin on the Effective Date and will continue until terminated in accordance with this Agreement. The term for any Products will be stated in the applicable Order Schedule, and any termination rights and obligations in respect of LimeLedger Products shall be governed by the LimeLedger EULA applicable to such Products.

8.2 Suspension of Services

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 its users are accessing or using the Services to commit an illegal act; or (c) Client is in breach of the terms that relate to the relevant Service (including Third-Party Provider terms and conditions). When reasonably practicable and lawfully permitted, LimeLedger will provide Client with advance notice of any such suspension. In addition, 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 during such thirty (30) day period. Any suspension under this paragraph shall not excuse Client from its obligation to make payments under this Agreement.

8.3 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.

8.4 Termination for Convenience

Either party may terminate this Agreement and any SOW as related to the Services provided by LimeLedger to Client for convenience upon thirty (30) days prior written notice to the other party.

8.5 Damages

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 Client's failure to meet such deadlines, 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.

8.6 Effect of Termination

Termination of this Agreement shall automatically terminate all SOWs in progress; however, termination of a particular SOW shall not affect the validity of this Agreement or any other SOWs. In the event of termination: (i) Client shall pay LimeLedger for Services provided and expenses incurred through the effective date of termination; (ii) LimeLedger will provide Client with all completed Deliverables; and (iii) neither party shall be liable to the other party for any damages that occur as a result of LimeLedger ceasing to render Services. The provisions of this Agreement that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

8.7 Client Data

To the extent applicable, LimeLedger will make Client data in LimeLedger's custody or control 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 Client data, and will have the right to delete all data related to the expired or terminated SOW or Order Schedule. Client data will be deleted in accordance with LimeLedger's data retention policies and procedures.

8.8 Duration of Subscriptions

To the extent not addressed in an Order Schedule, all initial subscriptions specified in the relevant Order Schedule, including but not limited to Third-Party Products, LimeLedger Products, and subscription services, will run for the initial subscription period set forth in the Order Schedule. Unless otherwise agreed by the parties, 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 IX - CHOICE OF LAW, JURISDICTION AND DISPUTE RESOLUTION

9.1 Governing Law; Jurisdiction

Where this Agreement is contracted through LimeLedger Pty Ltd (ABN 96 696 961 565), it shall be governed by and construed in accordance with the laws of New South Wales, Australia, without reference to its conflicts of laws principles, and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia. Where this Agreement is contracted through LimeLedger Ltd (Kenya), it shall be governed by and construed in accordance with the laws of Kenya, and the parties submit to the exclusive jurisdiction of 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. In all cases, the Uniform Computer Information Transactions Act (or its local equivalent) does not apply to this Agreement.

9.2 Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights (in relation to which either party may seek urgent equitable relief from a court of competent jurisdiction without following the steps below), all disputes and controversies 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 in good faith to resolve any Dispute by negotiation between senior representatives of the parties within fourteen (14) days of written notice of the Dispute.

If the Dispute cannot be 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 such other mediation provider as agreed by the parties in writing. Each party shall bear its own expenses for mediation, and the fees and expenses of the mediator shall be shared equally by the parties.

If mediation does not resolve the Dispute within thirty (30) days of the commencement of mediation (or such longer period as agreed in writing), then either party may refer the Dispute to litigation in the courts of New South Wales, Australia.

Client and LimeLedger agree that if a party breaches any of its obligations under this Agreement in a manner that will cause irreparable harm, the non-breaching party shall be entitled to seek equitable relief (including injunctive relief) to enforce its rights, without limiting its other rights or remedies, and without the need to follow the dispute resolution process in this Section.

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, SOWs, any applicable Reselling Addendum, and associated contractual documents, 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 and conditions or Client policies that 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

No modification of the Agreement will be effective unless contained in writing and signed by an authorised representative of each party, provided however that 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 on such website. LimeLedger will also update the "Last Updated Date" at the top of these terms. By continuing to access or use Services after LimeLedger has provided 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 Client, Client must notify LimeLedger within thirty (30) days of the applicable Last Updated Date. If LimeLedger cannot accommodate Client's objection, then the prior terms shall govern until the expiration of Client's then-current subscription period. Notwithstanding the foregoing, if Client and LimeLedger have executed this Agreement directly and not through the Order Schedule or other document through which these terms are linked, the parties agree that such signed agreement shall control in the event of any conflict, and may not be modified or amended except by a written agreement signed by both parties.

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 its termination, neither party will actively solicit the employment of the personnel of the other party who were directly involved in 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 termination, 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, nor any SOW, claim, right, or licence 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. Neither party shall have the authority to bind the other party 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 a SOW, in no event will the Services include, or this Agreement be construed as requiring that LimeLedger: (a) provide any services reserved to a registered tax agent, auditor, or legal practitioner pursuant to the law of any applicable jurisdiction; (b) provide or be deemed 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; or (c) provide legal advice. 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 under applicable law or regulation.

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

No third-party beneficiaries are intended under this Agreement. The Services are solely intended for the internal use of Client.

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: _____