

## ESGPEDIA SOFTWARE SUBSCRIPTION AGREEMENT

### 1. DEFINITIONS

- 1.1. **“Account”** means the individual user account assigned each Authorised User to access and use the Software, including the username, password, permissions and access rights configured under the Customer's subscription.
- 1.2. **“Agreement”** means this Subscription Agreement.
- 1.3. **“Authorised Users”** means the individuals who are authorised by the Customer to access and use the Software under the Customer's subscription, and who have been supplied with unique login credentials by the Customer (or by ESGpedia at the Customer's request). Authorised Users may include the Customer's employees, contractors, agents or other representatives.
- 1.4. **“Business Day”** means a day (other than Saturday, Sunday, or a public holiday) when banks are open in Singapore or the jurisdiction where the relevant Services are performed.
- 1.5. **“Content”** means any data, documents, files, information, records or other materials that a User uploads, inputs or submits into the Software or Services.
- 1.6. **“Customer”** means the company, organisation or other legal entity identified in the Order Form that purchases the subscription to the Software and Services. References to the Customer include its employees, officers, agents and Authorised Users.
- 1.7. **“Documentation”** means the manuals, instructions, user guides, training materials, videos, knowledge base articles and other written or electronic materials that ESGpedia makes available to the Customer or its Users relating to the installation, configuration, operation or use of the Software or Services, whether provided on the Website, within the Software, or as part of onboarding or training.
- 1.8. **“Effective Date”** means the start date specified in the relevant Order Form.
- 1.9. **“ESGpedia”** means ESGpedia Pte. Ltd. (Singapore) and includes any present or future subsidiary, affiliates, branch or related entity under common ownership or control, that provides or supports the Software or Services.
- 1.10. **“Intellectual Property Rights”** means all intellectual property rights including copyright, trademarks, service marks, design rights, patents, database rights, trade secrets, know-how, software (including source and object code), and all applications, renewals and extensions thereof.
- 1.11. **“Law”** means any applicable statute, regulation, rule, ordinance, directive, decree, order, code, guideline, circular, notice or other requirement having the force of law in any jurisdiction that is relevant to the parties, including (but not limited to) the laws of Singapore, Malaysia and any other jurisdiction in which the Software or Services are provided or used.
- 1.12. **“Licence”** means the non-exclusive, non-transferable right granted to the Customer under this Agreement to access and use the Software during the Subscription Term, solely for its internal business purposes and in accordance with this Agreement and the relevant Order Form.
- 1.13. **“Malicious Code”** means any virus, worm, Trojan horse, ransomware, spyware, time bomb, harmful script or other code designed to disrupt, damage or gain unauthorised access to systems or data.

- 1.14. **“Order Form”** means the applicable ordering document for ESGpedia Software and/or Services that references this Agreement.
- 1.15. **“Personal Data”** has the meaning given in the Privacy Policy and includes data or information relating to an identified or identifiable individual under applicable data protection laws.
- 1.16. **“Privacy Policy”** means the ESGpedia Privacy Policy available at <https://esgpedia.io/privacy-policy>, as updated by us from time to time.
- 1.17. **“Service”** means the subscription-based access to the Software and all related services provided by ESGpedia, including support, maintenance, onboarding, training, data migration, invoice scanning and any additional services set out in the Order Form.
- 1.18. **“Software”** means the proprietary, cloud-hosted software platform developed, owned and operated by ESGpedia, including any associated web portals, subdomains, APIs, tools or interfaces, and all updates, upgrades, patches, enhancements or modifications provided during the Subscription Term. For clarity, the Software is provided on a hosted, software-as-a-service basis and is not sold or transferred to the Customer.
- 1.19. **“Subscription Fees”** means the subscription fees payable by the Customer to ESGpedia for the Services provided by the Company, as set out in the Order Form.
- 1.20. **“Subscription Term”** means the period beginning on the Effective Date and continuing for the Initial Subscription Term, together with any subsequent renewal terms agreed in an Order Form (each a “Renewal Term”), unless terminated earlier in accordance with this Agreement.
- 1.21. **“Tax”** means all applicable taxes, duties, levies or similar charges imposed by any governmental authority.
- 1.22. **“Use”** means to access, interact with, configure or otherwise operate the Software and to input, retrieve or export data or outputs generated by the Software.
- 1.23. **“User”** means any Authorised User of the Customer. For clarity, a User is an individual person, not the legal contracting entity. Any act or omission of a User shall be deemed to be the act or omission of the Customer.
- 1.24. **“Website”** means “<https://esgpedia.io/>” or such other website, portal or domain as may be designated by ESGpedia from time to time, through which the Software and Services are made available.
- 1.25. Unless the contrary intention appears:
  - a) references to this Agreement include its schedules, appendices, Order Forms and amendments;
  - b) references to any law include that law as amended, re-enacted, consolidated, or replaced from time to time;
  - c) words in the singular include the plural and vice versa;
  - d) “person” includes an individual, corporation, partnership, joint venture, association, trust, government, or other legal entity, and their respective successors and permitted assigns;
  - e) where a term is defined in both this Agreement and the applicable Order Form, the definition in the Order Form prevails for that Order Form; and
  - f) headings are for convenience only and do not affect interpretation.

## **2. AGREEMENT**

### **2.1. Scope of Agreement**

This Agreement governs the Customer's and its Users' access to and use of the Services provided by ESGpedia. Each Order Form executed or accepted by the Parties is incorporated into and forms part of this Agreement.

## **3. LICENCE**

### **3.1. Grant of Licence**

Subject to the Customer's payment of the Subscription Fees and compliance with this Agreement, ESGpedia grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Software during the Subscription Term, solely for the Customer's internal business purposes.

### **3.2. Reservation of Rights**

Except for the limited licence expressly granted in Clause 3.1, ESGpedia and its licensors retain all rights, title and interest in and to the Software, Services, Documentation and all related Intellectual Property Rights. No other rights are granted, whether by implication, estoppel, waiver or otherwise.

## **4. USE OF SERVICES**

### **4.1. Access to Services**

During the Subscription Term, ESGpedia will make the Services available to the Customer and its Authorised Users as described in this Agreement and the applicable Order Form.

### **4.2. Ownership of Content and Platform**

- a) The Customer retains all rights, title and interest in and to its Content.
- b) ESGpedia retains all rights, title and interest in and to the Software, Services, Documentation, interfaces, tools, calculations, data models, system logic, and any outputs generated by the Software (excluding Customer Content), together with all improvements, enhancements or modifications thereto.
- c) The Customer acknowledges and agrees that access to the Services does not constitute a sale or transfer of the Software or any copy thereof. The Services are provided on a hosted software-as-a-service (SaaS) basis only.

### **4.3. Restrictions on Use**

The Customer shall not, and shall ensure that its Users do not copy, rent, lease, sell, sublicense, distribute or create derivative works of the Software or Services; use the Services except as expressly permitted under this Agreement; or attempt to access or use the Services in a manner inconsistent with the Documentation or this Agreement.

### **4.4. Responsibility for Users**

The Customer is responsible for ensuring that all Users comply with this Agreement. Any act or omission of a User shall be deemed to be an act or omission of the Customer.

## 4.5. User Accounts

During the Subscription Term, the Customer may permit Users to access and use the Services, subject to the following:

- a) The number of User Accounts shall not exceed the maximum stated in the Order Form.
- b) Each User must keep their credentials secure and confidential.
- c) The Customer must ensure that all access to and use of the Services by its Users complies with this Agreement, and the User remains responsible for all activity under its User Account.

## 4.6. Responsibility for Account Activity

The Customer is solely responsible for all activity occurring under its User Accounts, whether authorised or unauthorised, unless and until ESGpedia has received written notice from the Customer that a User Account has been compromised, misused or requires deactivation. ESGpedia shall be deemed to have received such notice unless the Customer receives a delivery failure message.

## 4.7. No Identity Verification Obligation

The Customer acknowledges that ESGpedia has no obligation or technical means to verify the identity of any individual using valid User Account credentials.

## 4.8. No Liability for Unauthorised Access

ESGpedia shall not be liable for any losses or damages arising from unauthorised use of User Accounts, credentials, usernames or passwords, except to the extent such unauthorised use results directly from ESGpedia's failure to maintain reasonable security measures.

## 4.9. Prohibited Activities

The Customer shall not, and shall ensure that its Authorised Users do not:

- a) copy, modify, adapt, disassemble, decompile, reverse engineer, translate or attempt to derive source code, underlying structure, ideas or algorithms of the Software or Services.
- b) allow anyone other than Authorised Users to access the Services, or share, disclose or transfer User Account credentials to any other person.
- c) remove, alter, obscure or reproduce any trademark, logo, copyright notice or other proprietary rights notice displayed within the Software;
- d) use the Services in violation of applicable Law or this Agreement.
- e) use the Services in any manner that could damage, disable, overburden, impair, or disrupt their operation, or interfere with any other person's access to or use of the Services.
- f) use, transmit, upload or introduce any device, software, code or routine (including viruses, worms, Trojan horses, time bombs or other harmful materials) intended to damage, interfere with or unlawfully access the Services, ESGpedia systems, or any data (including Personal Data);
- g) use any data mining, robots, scraping, crawling, or similar data-gathering or extraction tools in connection with the Services;
- h) Knowingly or wilfully transmit or make available any content that:
  - i. infringes or violates the rights of any person;
  - ii. is false, misleading, defamatory, obscene, or otherwise objectionable; or
  - iii. violates any applicable Law.
- i) perform or attempt to perform any penetration testing, security testing, vulnerability scanning, load testing or similar activities without ESGpedia's prior written consent;
- j) use automated scripts, bots, or tools to create accounts, access the Services or perform actions within the Services beyond the intended use;
- k) abuse, circumvent or exceed any API usage limits, rate limits, access controls or technical restrictions imposed by ESGpedia.

## **5. PROTECTION OF CUSTOMER DATA**

### **5.1. Ownership of Content**

The Customer retains all rights, title and interest in and to its Content. Nothing in this Agreement transfers ownership of Customer Content to ESGpedia.

### **5.2. Licence to Use Content**

The Customer grants ESGpedia a non-exclusive, worldwide, royalty-free licence to use, host, store, copy, transmit, process and display Customer Content solely as necessary to provide, maintain and support the Services and to comply with applicable Laws.

### **5.3. Authority to Provide Content**

If the Customer or its Users submit Content or Personal Data relating to third parties, the Customer represents and warrants that it has all necessary rights, consents and authority to provide such Content and Personal Data to ESGpedia for processing in accordance with this Agreement.

### **5.4. Aggregated and Anonymised Data**

ESGpedia may generate aggregated or anonymised data that does not identify the Customer or any individual. ESGpedia may use such data for legitimate business purposes, including analytics, benchmarking, research, product development and service improvement. ESGpedia shall own all rights in such aggregated or anonymised data.

### **5.5. Use of Customer Data**

ESGpedia will use Customer Content and Personal Data only:

- a) to provide, maintain and support the Services;
- b) to ensure security, detect and prevent fraud, and enforce this Agreement; and
- c) in accordance with this Agreement, the Privacy Policy and applicable Data Protection Laws.

### **5.6. Compliance with Data Protection Laws**

Each Party shall comply with all applicable Data Protection Laws in connection with its collection, use, disclosure and processing of Personal Data under this Agreement.

### **5.7. Customer Responsibilities for Personal Data**

The Customer represents and warrants that, prior to disclosing any Personal Data to ESGpedia, it has obtained all necessary consents and authorisations required under applicable Data Protection Laws to:

- a) disclose such Personal Data to ESGpedia; and
- b) permit ESGpedia to collect, use, process and disclose such Personal Data for purposes of this Agreement.

### **5.8. Cooperation**

The Customer will provide assistance, upon request, to enable ESGpedia to comply with applicable Data Protection Laws, including providing information or executing required documentation.

## **6. DATA BACKUP, STORAGE AND RETENTION**

### **6.1. Data Backup and Storage**

ESGpedia will maintain industry-standard administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data stored within the Services, including the use of:

- a) encrypted and access-controlled cloud storage, and
- b) redundant, geographically separated backup locations maintained by ESGpedia's cloud provider.

ESGpedia does not guarantee that backups will be free from error, nor that lost data can always be recovered, but will use commercially reasonable efforts to maintain and restore backups in accordance with industry practice.

### **6.2. Retention Period**

6.3. Unless otherwise required by Law or expressly agreed in writing:

- a) ESGpedia will retain Customer Data for seven (7) years from the date it was first uploaded or generated within the Services; and
- b) following expiry of the retention period, ESGpedia will securely delete or anonymise such Customer Data in accordance with its internal data disposal policies and applicable Data Protection Laws.

### **6.4. Retention in Backups After Deletion**

When Customer Data is deleted (whether by the Customer or ESGpedia):

- a) copies may continue to exist in encrypted backups or archival systems for a limited period as part of ESGpedia's standard backup processes; and
- b) such retained copies shall remain protected under this Agreement until automatically overwritten or securely purged in the ordinary course of ESGpedia's backup cycles.

### **6.5. Customer Requests for Deletion**

Upon written request, ESGpedia will use commercially reasonable efforts to delete Customer Data earlier than the standard retention period, unless:

- a) retention is required by Law, audit, compliance, or legitimate business purposes; or
- b) the data is stored in automated backup systems that cannot reasonably be isolated without impacting overall system integrity.

### **6.6. No Liability for Customer-Side Backup Requirements**

The Customer remains responsible for maintaining its own independent backups or exports of Customer Data where necessary for its business needs, reporting obligations, regulatory filings, audit trails, or internal records. ESGpedia is not responsible for any loss resulting from the Customer's failure to maintain such independent backups.

## **7. INTELLECTUAL PROPERTY**

### **7.1. ESGpedia IP**

Except for the limited rights expressly granted under this Agreement, ESGpedia retains all rights, title and interest (including all Intellectual Property Rights) in and to the Software, Services, Documentation, tools, interfaces, data structures, algorithms, processes, system outputs (excluding Customer Content) and all improvements or modifications thereto.

### **7.2. No Implied Rights**

Except as expressly provided in this Agreement, no rights or licences are granted to the Customer under any patents, copyrights, database rights, trade secrets, trade names, trademarks or other intellectual property of ESGpedia.

### **7.3. Use of ESGpedia Trademarks**

The Customer shall not use any ESGpedia trademarks, names, brands or logos without ESGpedia's prior written consent. Any permitted use must comply with ESGpedia's trademark or brand guidelines (if provided). The Customer shall not register, adopt or use any name, domain name, trademark or identifier that is confusingly similar to ESGpedia's trademarks or that incorporates ESGpedia's trademarks in whole or in part.

## **8. THIRD-PARTY DATA, SERVICES, AND CONTENT**

### **8.1. No Endorsement**

The Services may display, import, integrate, reference, or provide access to third-party data, information, content, websites, services, applications, Application Programming Interfaces (APIs), emission factor databases, government datasets, sustainability benchmarks, or supplier-provided data (collectively, "**Third-Party Materials**"). ESGpedia does not endorse, control, or operate any Third-Party Materials and makes no representation, warranty, or guarantee regarding them. Any links, integrations, or references to Third-Party Materials are provided solely as a convenience, and the Customer accesses such materials entirely at its own risk.

### **8.2. Accuracy and Reliability of Third-Party Materials**

ESGpedia makes no representation, warranty, or guarantee as to the:

- i. accuracy, completeness, currency, reliability, timeliness, suitability, or availability of any Third-Party Materials;
- ii. continued availability of any Third-Party Materials (including emission factor databases or government datasets);
- iii. truthfulness or correctness of supplier-submitted information; or
- iv. compatibility or functionality of any external APIs, data sources, or integrations.

The Customer acknowledges that emissions factors, sustainability metrics, industry benchmarks, and regulatory datasets may change or be updated by third-party providers without notice, and ESGpedia shall have no responsibility or liability for such changes.

## 8.3. Intellectual Property Rights of Third Parties

All Intellectual Property Rights in third-party data, content, websites, or applications accessible through the Services belong exclusively to their respective owners. ESGpedia does not claim, and shall not be deemed to claim, any rights in such third-party Intellectual Property Rights, nor shall ESGpedia be considered affiliated or associated with such third parties solely by virtue of making their content accessible through the Services.

## 8.4. Customer Compliance with Third-Party Terms

The Customer is solely responsible for ensuring that its access to and use of any Third-Party Materials complies with all applicable third-party licence terms, usage restrictions, and attribution requirements. ESGpedia shall have no responsibility or liability for the Customer's non-compliance with such requirements.

## 8.5. No Liability for Regulatory or Commercial Outcomes

- a) ESGpedia shall have no liability for any regulatory, procurement, certification, audit, verification, sustainability rating, or contractual outcome arising from the Customer's use of Third-Party Materials or reliance on calculations, emissions factors, benchmarks, or outputs derived from them.
- b) The Customer acknowledges that all sustainability and emissions reporting decisions remain its sole responsibility.

## 8.6. "As-Is" Disclaimer for Third-Party Materials

To the fullest extent permitted by Law, all Third-Party Materials are provided strictly "as is," "as available," and without any warranty of any kind, whether express, implied, statutory, or otherwise.

# 9. RESPONSIBILITIES

## 9.1. Compliance with Laws

Each Party shall comply with all applicable Laws and regulations in performing its obligations under this Agreement.

## 9.2. Customer Responsibilities

The Customer shall:

- a) ensure that all Authorised Users use the Services in accordance with this Agreement;
- b) be responsible for any breach of this Agreement by its Authorised Users;
- c) maintain the network, hardware, systems and connectivity required to access the Services;
- d) implement appropriate safeguards to protect User Account credentials; and be solely responsible for all telecommunications, Internet access and related charges.

## 9.3. ESGpedia Responsibilities

ESGpedia shall use commercially reasonable efforts to provide the Services in accordance with this Agreement and any Order Form, and to maintain the security and integrity of the Software.



## 9.4. **Customer Indemnity**

The Customer shall indemnify and hold harmless ESGpedia, its affiliates and personnel from and against any claims, liabilities, damages, losses, costs or expenses (including reasonable legal fees) arising out of or relating to:

- a) the Customer Content;
- b) the Customer's or its Authorised Users' use or misuse of the Services;
- c) any breach of this Agreement or applicable Law by the Customer or its Authorised Users; or
- d) any violation of third-party rights (including privacy, intellectual property or data protection rights) arising from the Customer Content.

## 10. **FEES AND TAXES**

### 10.1. **Payment of Fees**

The Customer shall pay the Subscription Fees (plus applicable Taxes) as stated in the Order Form. If the Customer fails to pay fees when due, ESGpedia may suspend access to the Services upon ten (10) days' written notice.

### 10.2. **Withholding and Gross-Up**

If Taxes are required to be withheld from a payment to ESGpedia, the Customer shall gross up the payment so that ESGpedia receives the full amount it would have received absent such Taxes. The User shall provide reasonable evidence of any such withholding. For clarity, this gross-up does not apply to taxes imposed on ESGpedia's net income.

### 10.3. **Fee Adjustments**

Subscription Fees are fixed for the Subscription Term except for:

- a) upgrades, add-ons or additional usage elected by the Customer in writing;
- b) changes in taxes, duties or regulatory charges; or
- c) lawful currency or withholding tax adjustments.

### 10.4. **Renewal Fees**

Revised fees may apply on renewal. ESGpedia will notify the Customer at least thirty (30) days before the start of the next Renewal Term. If the Customer does not agree to the revised fees, it may elect not to renew by giving written notice before the end of the current Subscription Term.

### 10.5. **Invoicing and Payment Terms**

Unless otherwise stated in the Order Form, all invoices are due thirty (30) days from the invoice date. ESGpedia may invoice the Customer up to forty-five (45) days in advance of the applicable Billing Period.

### 10.6. **Authorisation to Collect Fees**

The Customer authorises ESGpedia to collect any outstanding fees using any payment method provided or any deposits, credits or funds held by ESGpedia or its payment processors.

## **11. SUBSCRIPTION TERM AND TERMINATION**

### **11.1. Subscription Term**

The Subscription Term will be specified in the Order Form. Except as expressly provided in this Agreement, the Customer may not cancel the subscription during the Subscription Term, and ESGpedia will not refund prepaid or unused fees.

### **11.2. Renewal and Cancellation**

Unless otherwise stated in the Order Form, the subscription will automatically renew for successive Renewal Terms. The Customer may elect not to renew by giving written notice before the end of the current Subscription Term.

### **11.3. Termination for Cause**

Either Party may terminate this Agreement:

- a) upon thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to cure within that period; or
- b) immediately if the other Party becomes insolvent, enters liquidation, or is subject to bankruptcy or similar proceedings.

### **11.4. Suspension**

ESGpedia may suspend access to the Services upon written notice if:

- a) the Customer fails to pay fees when due;
- b) the Customer or its Users misuse the Services or breach this Agreement; or
- c) suspension is required to comply with applicable Law or to protect ESGpedia's systems.

### **11.5. Effect of Termination**

Upon termination:

- a) all licences and access rights granted to the Customer shall immediately cease;
- b) the Customer shall cease all use of the Services;
- c) the Customer shall pay all outstanding fees; and
- d) ESGpedia will make Customer Content available for export for thirty (30) days following termination, after which ESGpedia may delete such data unless prohibited by Law.

## **12. INDEMNIFICATION**

### **12.1. Customer Indemnification**

The Customer shall indemnify and hold harmless ESGpedia, its affiliates, and their respective officers, employees and agents from and against any claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or relating to:

- a) Customer Content;
- b) the Customer's or its Authorised Users' use or misuse of the Services;
- c) any breach of this Agreement or applicable Law by the Customer or its Authorised Users; or
- d) any allegation that Customer Content infringes, misappropriates or violates any third-party rights (including Intellectual Property Rights or privacy rights).

## 12.2. **ESGpedia Indemnification**

ESGpedia shall indemnify the Customer against any third-party claims alleging that the Software, when used in accordance with this Agreement, infringes a third party's Intellectual Property Rights.

ESGpedia shall have no liability to the extent the claim arises from:

- a) use of the Software in combination with any non-ESGpedia systems or data;
- b) modifications not made by ESGpedia;
- c) use of the Software in breach of this Agreement; or
- d) Customer Content.

## 12.3. **Indemnification Procedure**

The indemnified Party must promptly notify the indemnifying Party of the claim, allow the indemnifying Party to control the defence, and provide reasonable cooperation.

## 13. **LIMITATION OF LIABILITY**

### 13.1. **Liability Cap**

To the maximum extent permitted by Law, ESGpedia's total aggregate liability arising out of or relating to this Agreement shall not exceed the total Subscription Fees paid by the Customer in the twelve (12) months preceding the event giving rise to the claim.

### 13.2. **Exclusion of Damages**

To the fullest extent permitted by Law, ESGpedia shall not be liable for any:

- a) indirect, incidental, special, consequential or punitive damages;
- b) loss of profits, revenue, business, goodwill or savings;
- c) loss, corruption or inaccuracy of data;
- d) business interruption; or
- e) errors in emission factors, carbon calculations, sustainability outputs or reporting-related outcomes.

### 13.3. **Carbon Accounting, Emissions Factors and Regulatory Outcomes**

The Customer acknowledges and agrees that:

- a) Sustainability disclosures, emissions calculations, carbon accounting outputs, ESG metrics, benchmarks, ratings, or reports generated by the Services depend on Customer-provided data, third-party emission factors, and external databases;
- b) ESGpedia does not warrant the accuracy, completeness, applicability or regulatory sufficiency of any such outputs; and
- c) ESGpedia shall not be liable for any penalties, rejections, non-compliance findings, audit issues, procurement or tender outcomes, investor decisions, regulatory submissions, or sustainability-related consequences arising out of or related to the Customer's use or reliance on such outputs.

## 13.4. Exceptions

The limitations in this Section do not apply to:

- a) the Customer's payment obligations;
- b) the Customer's indemnification obligations under this Agreement;
- c) liability arising from the Customer's breach of Intellectual Property Rights;
- d) the Customer's breach of confidentiality obligations; or
- e) liability that cannot be excluded or limited under applicable Law.

## 13.5. Allocation of Risk

The Parties acknowledge that the limitations and exclusions of liability in this Section reflects a fair allocation of risk and form an essential basis of the bargain between the Parties. The Services are priced in reliance upon these limitations.

## 14. WARRANTY

### 14.1. Limited Warranty

ESGpedia warrants that, during the Subscription Term, the Services will perform substantially in accordance with the Documentation when used in accordance with this Agreement.

### 14.2. Warranty Exclusions

This warranty does not apply to any nonconformance caused by:

- a) use of the Services contrary to this Agreement, the Documentation, or ESGpedia's instructions;
- b) unauthorised modifications, integrations, scripts, or configurations made by the Customer or any third party;
- c) third-party systems, networks, browsers, software, hardware, databases, datasets, or APIs;
- d) beta, trial, evaluation, or free-access versions of the Services; or
- e) any Force Majeure Event.

### 14.3. Disclaimer of Warranties

Except as expressly provided in this Section, the Services are provided "as is" and "as available", and ESGpedia expressly disclaims all other warranties, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, accuracy, reliability, availability, non-infringement, or compliance with regulatory or sustainability reporting requirements.

### 14.4. No Guarantee of Compliance

ESGpedia does not warrant that use of the Services or any outputs, calculations or reports generated will satisfy any legal, regulatory, certification or reporting requirements applicable to the Customer. The Customer is solely responsible for verifying all reporting requirements and for ensuring the adequacy of its own data.

### 14.5. Performance Standard

ESGpedia shall use commercially reasonable efforts to maintain the general availability and performance of the Services in accordance with industry standards. ESGpedia does not guarantee continuous, error-free, or uninterrupted operation of the Services.

#### **14.6. Network and Transmission Risks**

ESGpedia is not responsible for delays, failures, inaccuracies, data loss, corruption, or damage arising from:

- a) Internet or telecommunications networks,
- b) third-party cloud infrastructure,
- c) data transmission,
- d) Customer or third-party systems, or
- e) any causes outside ESGpedia's reasonable control.

### **15. CONFIDENTIALITY**

#### **15.1. Definition of Confidential Information**

"Confidential Information" means all non-public business, technical, financial, operational, data-related or proprietary information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement, whether orally, visually or in writing, and whether or not labelled as confidential, that a reasonable person would understand to be confidential given the nature of the information or the circumstances of disclosure.

Confidential Information does not include information that:

- a) is or becomes publicly available without breach of this Agreement;
- b) was lawfully known to the Receiving Party without restriction before disclosure;
- c) is lawfully provided to the Receiving Party by a third party without confidentiality obligations;
- d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- e) must be disclosed under applicable Law, subpoena, or court/government order.

#### **15.2. Obligations of the Receiving Party**

The Receiving Party shall:

- a) use the Disclosing Party's Confidential Information solely for the purpose of performing this Agreement;
- b) not disclose Confidential Information to any third party except its employees, contractors, advisers, and affiliates who have a need to know and are bound by confidentiality obligations no less protective than this Agreement;
- c) protect Confidential Information using industry-standard security measures and at least the same level of care it uses to protect its own confidential information; and
- d) remain responsible for any breach of this Section by its representatives.

#### **15.3. Required Disclosures**

If the Receiving Party is required by Law or order to disclose Confidential Information, it shall (to the extent legally permitted):

- a) promptly notify the Disclosing Party;
- b) provide reasonable cooperation to seek protective measures; and
- c) disclose only the minimum amount of information legally required.

#### **15.4. Return or Destruction**

Upon written request or termination of this Agreement, the Receiving Party shall promptly return or securely destroy Confidential Information, except for copies retained:

- a) in archival or automated backup systems, or
- b) as required by Law, audit, regulatory or compliance obligations.

Such retained copies shall remain subject to this Section.

#### **15.5. Ownership**

Upon Confidential Information remains the sole property of the Disclosing Party. No licences or rights are granted except as expressly set out in this Agreement.

#### **15.6. Survival**

This Section survives termination of this Agreement for five (5) years, except for trade secrets and Personal Data, which shall remain protected for as long as required under applicable Law.

### **16. FORCE MAJEURE**

#### **16.1. Definition of Force Majeure Event**

A “Force Majeure Event” means an event or circumstance beyond a Party’s reasonable control that prevents or materially delays performance under this Agreement, including:

- a) labour disputes, strikes, lockouts or industrial actions;
- b) cyber-attacks, distributed denial-of-service (DDoS) attacks, or cloud-provider failures;
- c) Internet, telecommunications, power grid or infrastructure outages;
- d) natural disasters, floods, fires, explosions, earthquakes or severe weather;
- e) epidemics, pandemics, public health emergencies, or government-mandated restrictions;
- f) acts of war, terrorism, riots, civil unrest or military action; or
- g) compliance with any governmental order, regulation, embargo or law.

#### **16.2. Effect of Force Majeure Event**

A Party affected by a Force Majeure Event (the “Affected Party”) shall be excused from performance of the affected obligations for the duration of the Force Majeure Event, provided that the Affected Party:

- a) notifies the other Party promptly;
- b) uses commercially reasonable efforts to mitigate the impact; and
- c) resumes performance as soon as reasonably practical after the event ends.

#### **16.3. Suspension of Fees**

If ESGpedia is unable to provide the Services due to a Force Majeure Event, the Customer shall not be required to pay Subscription Fees for the period during which the Services are materially unavailable, excluding fees already accrued or due prior to the event.

#### 16.4. **Exclusions**

A Force Majeure Event does not excuse:

- a) Customer's payment obligations for periods not affected by the event;
- b) Customer delays caused by its own systems, data, networks or third-party vendors;
- c) obligations that can reasonably be performed despite the event.

#### 16.5. **Termination for Extended Force Majeure**

If a Force Majeure Event continues for more than thirty (30) consecutive days, either Party may terminate the Agreement upon written notice. The Customer may export its data prior to termination.

### 17. **GOVERNING LAW & DISPUTE RESOLUTION**

#### 17.1. **Governing Law**

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Singapore, without regard to principles of conflict of laws. If the Customer is incorporated outside of Singapore, the Parties agree that Singapore law shall nevertheless apply to the interpretation and enforcement of this Agreement, unless otherwise expressly stated in the applicable Order Form.

#### 17.2. **Dispute Resolution**

##### a) **Good Faith Negotiation**

In the event of any dispute, controversy or claim arising out of or relating to this Agreement ("Dispute"), the Parties shall first use reasonable efforts to resolve the Dispute through good faith negotiations for a period of fourteen (14) days.

##### b) **Arbitration**

If the Dispute is not resolved within the negotiation period, it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC Rules for the time being in force, which rules are deemed incorporated by reference into this clause.

### 18. **GENERAL TERMS**

#### 18.1. **Relationship of the Parties**

Nothing in this Agreement creates any partnership, joint venture, employment, fiduciary, or agency relationship between the Parties. Neither Party has authority to bind the other or to assume or create any obligation on its behalf.

#### 18.2. **Waiver**

No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. A waiver will be effective only if expressly made in writing and shall not operate as a waiver of any future breach.

**18.3. Severability**

If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a valid one that reflects the Parties' original intent as closely as possible.

**18.4. Variations**

No amendment to this Agreement is valid unless in writing and signed or expressly accepted by both Parties. ESGpedia may propose amendments with prior written notice; the Customer may reject such amendments and terminate for convenience, receiving a pro-rata refund of prepaid, unused Fees.

**18.5. Entire Agreement**

This Agreement (including the Order Form and all referenced documents) constitutes the entire agreement between the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, proposals, negotiations, representations or understandings, whether written or oral.

**18.6. Third-Party Rights**

Unless expressly stated otherwise, no person or entity who is not a party to this Agreement has any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001 (Singapore) or equivalent legislation.

**18.7. Assignment**

The Customer may not assign or transfer any rights or obligations under this Agreement without ESGpedia's prior written consent. ESGpedia may assign or transfer this Agreement to an affiliate, successor, acquirer, or in connection with a merger, corporate restructuring or sale of assets, with notice to the Customer.

**18.8. Sub-contracting**

ESGpedia may subcontract the performance of its obligations under this Agreement. ESGpedia remains fully responsible for the acts and omissions of its subcontractors.



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18.9. **Export Control and Compliance**

The Customer agrees that it will not export, re-export, transfer, or use the Services in violation of applicable export control, sanctions, or trade compliance laws, including those of Singapore, the United States, the United Kingdom, and the European Union.

18.10. **Anti-Bribery and Corruption**

Each Party represents that it shall comply with applicable anti-bribery and anti-corruption laws, including the Singapore Prevention of Corruption Act. Neither Party shall engage in improper payments, kickbacks, or unlawful inducements.

18.11. **Notices**

Any notice under this Agreement must be in writing and delivered by hand, registered mail, courier, or email to the addresses specified in the Order Form. Notices are deemed received:

- a) upon delivery if delivered by hand;
- b) three (3) Business Days after posting domestically, or five (5) Business Days if posted internationally; or
- c) upon successful email transmission with no bounce-back or error message.

18.12. **Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Execution and delivery by electronic signatures or PDF copies shall have the same legal effect as physical signatures.

18.13. **Electronic Signatures**

The Parties agree that this Agreement may be signed and delivered using electronic signatures. The Agreement shall not be denied legal effect solely because it is in electronic form.

## SERVICE LEVEL TERMS AND CONDITIONS

The Customer understands and agrees with both the listed and unlisted limitations in their operating environment and shall agree not to hold ESGpedia responsible for any consequences as a result of such limitations.

### **1. Software Limitations**

The Customer may put up a change request from time to time to modify/amend the software solutions and/or the Services to meet its operating environment, with costs to be determined and agreed with ESGpedia in writing.

### **2. Operating Environment**

ESGpedia shall provide technical support services according to the support service levels as set out herein to enable the Customer to remain operational during business hours (9:00 a.m. to 6:00 p.m. local time Monday through Friday, excluding locally applicable holidays). However, there are external factors or conditions outside of ESGpedia's control which may affect the Customer's operations. These external factors or conditions include, but are not limited to, the following:

- a) Internet: Due to various ISP maintenance activities, there could arise a situation where the network is slower, the network connectivity route is not optimal or has no connections to ESGpedia's servers. The Customer shall work with its internet Company as well as ESGpedia who shall use its best efforts to assist the Customer to investigate and identify the issue. ESGpedia does not guarantee the period of time or effectiveness of its efforts as it has no management or control over the internet Company and its internet activities.
- b) The Customer's network: In the event that the Customer's staff within its network are unable to access ESGpedia's servers, ESGpedia may on a best effort basis assist the Customer to identify the network issue. Subsequently, the Customer shall engage its own network specialist to troubleshoot its own network. ESGpedia does not guarantee the period of time or effectiveness of its efforts as it has no management control or access to the Customer's network.
- c) The Customer's laptop/PC issues: If the Customer's laptops and/or PCs experience access issues/difficulties to ESGpedia's range of solutions and/or the Services, ESGpedia may on a best effort basis assist the Customer to investigate and identify the relevant laptop/PC issue. ESGpedia does not guarantee the time or effectiveness of its efforts as ESGpedia has no control over the Customer's laptops/PCs.
- d) Other environments: ESGpedia reserves the right to determine if the Customer's operating environment is suitable for its software to operate optimally. If the environment is found to be not suitable for optimal performance, ESGpedia shall as soon as reasonably practicable inform the Customer for mitigation, rectification and/or upgrading the Customer's operating environment. The Customer shall agree not to hold ESGpedia responsible for any issues arising out of such operating environment(s).

### **3. Problem Reporting**

The Customer shall on discovering a software bug, report to ESGpedia for resolution with all the necessary screenshots, required log files, network diagnostic reports and other relevant supporting documents, details and information in order for ESGpedia to render the necessary assistance.

- a) If a bug is found, ESGpedia shall investigate and determine which support level the bug belongs to. ESGpedia shall then provide an initial response according to the support level determined previously and bug resolutions will be resolved according to the same support level as well. ESGpedia will endeavour to resolve the issue to the best of its ability.
- b) The Customer shall agree to work with ESGpedia to resolve the bug without holding ESGpedia responsible for any damages arising from the software bug.

## SUPPORT LEVEL TERMS AND CONDITIONS

### 1. Problem Reporting

ESGpedia seeks to provide the following response to the Customer:

- a) The customer success manager shall acknowledge receiving the problem reported by the Customer **within 4 business hours** unless the issue has been determined to be lower than a Priority Level 1 issue. In which case, the initial receipt of acknowledgement shall adhere to the Priority Level determined by the initial investigator. For the avoidance of doubt, the term “business day” means any day other than a weekend or public holiday in Singapore. The term “business hours” refers to the business operational hours from 9.00am to 6.00pm on business days. Support hours are provided from 9.00am to 6.00pm on business days.
- b) ESGpedia shall then adhere to the determined Priority Level on future follow-ups and workarounds.
- c) Depending on the severity of the problem, ESGpedia may **take up to 12 business hours or more** (if required) after gathering the required information to identify the fault and resolve the problem.
- d) Upon review of the relevant information, the ascertainment of the Priority Level shall be at the discretion of ESGpedia.

### 2. Support Service Levels

#### a. Priority Level 1 (Emergency)

1. No workarounds to minimize business impact of the downtime.
2. Work cannot reasonably continue.
3. Critical functionality is unavailable.
4. The impact is severe and immediate.
5. For example:
  - a) Data is corrupt;
  - b) Complete or severe lack of service;
  - c) System crash repeatedly; or
  - d) System is down.
6. A workaround, patch, fix or other solution to be **provided within 24 business hours** after the error was replicated and confirmed that error is Priority Level 1.
7. Provide the Customer with an assessment and a written action plan detailing the proposed method of resolution and a schedule for delivery of a correction.

#### b. Priority Level 2 (Critical)

1. Central functionality of the system is restricted.
2. Operations can continue in a restricted fashion or user experience degradation of system functionality.
3. For example:
  - a) Loss of service for which there is an insufficient workaround;
  - b) Performance is severely degraded due to a Software Services error;
  - c) App fails to run to completion or returns wrong results; or
  - d) Some important functionality is unavailable or improperly functioning, but the system can continue or operate in a restricted fashion.
4. Workaround, patch, fix or other solution provided **within 5 business days** after the error was replicated and confirmed that error is Priority Level 2.
5. Provide the Customer with an assessment and a written action plan detailing the proposed method of resolution and a schedule for delivery of a correction.

#### c. Priority Level 3 (Normal)

1. Minimal interruption to non-central functionality.
2. Minor impact or is inconvenient.
3. For example:

- a) Software services error occurs with non-critical impact; or
    - b) Performance is minimally degraded due to software services error.
  - 4. Initial response within 2 business days of receipt during business hours.
  - 5. Workaround, patch, fix or other solution **within 15 business days** after the error was replicated and confirmed that error is Priority Level 3.
  - 6. Provide the Customer with an assessment and a written action plan detailing the proposed method of resolution and a schedule for delivery of a correction.
- d. Priority Level 4 (Low)**
- 1. No loss of service.
  - 2. Cosmetic, documentation error or minor incorrect behaviour that does not impede the operation of the system.
  - 3. Shall be considered a development request for feature or functionality.
  - 4. Initial response within 5 business days of receipt during business hours.
  - 5. Resolutions will be handled on a case-by-case basis and the implementation timeframe of resolution in a future update is left to ESGpedia's sole discretion.
  - 6. Endeavour to align schedules for software services implementation and subsequent tasks.