

ESGpedia Pte. Ltd.

SOFTWARE SUBSCRIPTION AGREEMENT

Revised Version • April 2026

This Agreement is entered into between ESGpedia Pte. Ltd. and the Customer identified in the applicable Order Form. By executing an Order Form that references this Agreement, the Customer agrees to be bound by these terms.

1. DEFINITIONS

In this Agreement, the following capitalised terms have the meanings set out below:

"Account"

means the individual user account assigned to each Authorised User to access and use the Software, including the username, password, permissions and access rights configured under the Customer's subscription.

"Agreement"

means this Software Subscription Agreement, together with all Order Forms, Schedules, and any amendments agreed in writing by the Parties.

"Authorised Users"

means the individuals authorised by the Customer to access and use the Software under the Customer's subscription, 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.

"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.

"Content"

means any data, documents, files, information, records or other materials that a User uploads, inputs or submits into the Software or Services.

"Customer"

means the company, organisation or other legal entity identified in the Order Form that purchases the subscription to the Software and Services.

"Data Protection Laws"

means all applicable laws and regulations relating to the processing of Personal Data and privacy, including the Singapore Personal Data Protection Act 2012 (PDPA), the EU General Data Protection Regulation 2016/679 (GDPR) where applicable, and any implementing or equivalent legislation in any relevant jurisdiction, each as amended from time to time.

"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 relating to the Software or Services.

"Effective Date"

means the start date specified in the relevant Order Form.

"ESGpedia"

means ESGpedia Pte. Ltd. and includes any present or future subsidiary, affiliate, branch or related entity under common ownership or control that provides or supports the Software or Services.

"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.

"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 relevant jurisdiction, including the laws of Singapore.

"Licence"

means the non-exclusive, non-transferable right granted to the Customer 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.

"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.

"Order Form"

means the applicable ordering document for ESGpedia Software and/or Services that references this Agreement, including any Statement of Work agreed in writing by the Parties.

"Personal Data"

means any information relating to an identified or identifiable natural person, as defined under applicable Data Protection Laws, including the PDPA and, where applicable, the GDPR.

"Privacy Policy"

means the ESGpedia Privacy Policy available at <https://esgpedia.io/privacy-policy>. The Privacy Policy governs ESGpedia's own first-party data practices and does not form part of the contractual data processing obligations under this Agreement, which are governed by the DPA.

"Service" or "Services"

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.

"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. The Software is provided on a hosted, software-as-a-service basis and is not sold or transferred to the Customer.

"Subscription Fees"

means the fees payable by the Customer to ESGpedia for the Services, as set out in the Order Form.

"Subscription Term"

means the period beginning on the Effective Date and continuing for the Initial Subscription Term specified in the Order Form, together with any subsequent Renewal Terms, unless terminated earlier in accordance with this Agreement.

"Tax"

means all applicable taxes, duties, levies or similar charges imposed by any governmental authority.

"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.

"User"

means any Authorised User of the Customer. A User is an individual person. Any act or omission of a User shall be deemed to be the act or omission of the Customer.

"Website"

means <https://esgpedia.io/> or such other website, portal or domain as may be designated by ESGpedia from time to time.

Unless the contrary intention appears:

- references to this Agreement include its Schedules, appendices, Order Forms and amendments;
- references to any law include that law as amended or replaced from time to time;
- words in the singular include the plural and vice versa;
- "person" includes an individual, corporation, partnership, joint venture, association, trust, government, or other legal entity;
- where a term is defined in both this Agreement and an Order Form, the Order Form definition prevails for that Order Form; and
- 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. In the event of conflict between this Agreement and an Order Form, the Order Form prevails.

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) Access to the Services does not constitute a sale or transfer of the Software.

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 number of User Accounts not exceeding the maximum stated in the Order Form;
- each User keeping their credentials secure and confidential; and
- the Customer ensuring all use complies with this Agreement.

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 and acknowledged written notice from the Customer that a User Account has been compromised, misused or requires deactivation. ESGpedia shall acknowledge such notices within four (4) Business Hours of receipt.

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, except to the extent such unauthorised use results directly from ESGpedia's failure to maintain reasonable security measures or to act promptly upon receipt of a properly acknowledged compromise notice.

4.9 Prohibited Activities

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

- copy, modify, adapt, disassemble, decompile, reverse engineer, translate or attempt to derive source code, underlying structure, ideas or algorithms of the Software;
- allow anyone other than Authorised Users to access the Services or share User Account credentials with any other person;
- remove, alter, obscure or reproduce any trademark, logo, copyright notice or other proprietary rights notice displayed within the Software;
- use the Services in violation of applicable Law;
- use the Services in any manner that could damage, disable, overburden, or disrupt their operation;
- use, transmit, upload or introduce any Malicious Code;
- use any data mining, robots, scraping, crawling, or similar tools in connection with the Services without ESGpedia's prior written consent;
- knowingly transmit or make available any content that infringes or violates the rights of any person, is false, misleading, defamatory, obscene, or otherwise unlawful;
- perform or attempt to perform any penetration testing, security testing, or load testing without ESGpedia's prior written consent; or
- 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, provided that such use does not identify any individual Customer and is not used to develop products or services that directly replicate the Customer's proprietary ESG methodology.

5.5 Use of Customer Data

ESGpedia will use Customer Content and Personal Data only:

- to provide, maintain and support the Services;
- to ensure security, detect and prevent fraud, and enforce this Agreement; and
- in accordance with this Agreement 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 to the extent ESGpedia processes Personal Data as a data processor on the Customer's behalf.

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 disclose such Personal Data to ESGpedia and to permit ESGpedia to process such Personal Data for the purposes of this Agreement.

5.8 Data Breach Notification

ESGpedia shall notify the Customer in writing within forty-eight (48) hours of becoming aware of any confirmed or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data processed by ESGpedia. Such notification shall include: (a) a description of the nature of the breach; (b) the categories and approximate number of individuals and Personal Data records affected; (c) the likely consequences of the breach; and (d) the measures taken or proposed to address the breach and mitigate its effects.

5.9 Cooperation

The Customer will provide reasonable 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 administrative, physical, and technical safeguards consistent with ISO/IEC 27001 or equivalent security standards, designed to protect the confidentiality, integrity, and availability of Customer Data, including encrypted and access-controlled cloud storage and redundant, geographically separated backup locations.

6.2 Retention Period

Unless otherwise required by Law or expressly agreed in writing in the Order Form:

- ESGpedia will retain Customer Data for three (3) years from the date of expiry or termination of the applicable Subscription Term; and
- following expiry of the retention period, ESGpedia will securely delete or anonymise such Customer Data and provide written confirmation of deletion to the Customer upon request.

6.3 Retention in Backups After Deletion

When Customer Data is deleted, copies may continue to exist in encrypted backups for a limited period as part of ESGpedia's standard backup processes. Such retained copies shall remain protected under this Agreement until automatically overwritten or securely purged.

6.4 Customer Requests for Deletion

Upon written request, ESGpedia will use commercially reasonable efforts to delete Customer Data earlier than the standard retention period, unless retention is required by Law, audit, compliance, or legitimate business purposes, or the data is in automated backup systems that cannot reasonably be isolated without impacting system integrity.

6.5 Personal Data Deletion on Termination

Notwithstanding Clause 6.2, all Personal Data shall be deleted or anonymised within thirty (30) days of expiry or termination of the Subscription Term, unless ESGpedia is required by applicable Law to retain it for a longer period. ESGpedia shall confirm such deletion in writing to the Customer within fourteen (14) days of completing it.

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. 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).

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, 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.

8.2 Accuracy and Reliability of Third-Party Materials

ESGpedia makes no representation, warranty, or guarantee as to the accuracy, completeness, currency, reliability, timeliness, suitability, or availability of any Third-Party Materials. The Customer acknowledges that emissions factors, sustainability metrics, and regulatory datasets may change without notice and ESGpedia shall have no responsibility for such changes.

8.3 Notice of Material Changes to Core Data Sources

ESGpedia will notify the Customer at least thirty (30) days in advance of any material change to the core emission factor databases or primary sustainability benchmarks used within the Services, where such change would materially affect the Customer's emissions calculations or reporting outputs.

8.4 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.

8.5 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.

8.6 No Liability for Regulatory Outcomes from Third-Party Data

ESGpedia shall have no liability for any regulatory, procurement, certification, audit, or sustainability rating outcome arising from the Customer's use of or reliance on Third-Party Materials, including emission factors and benchmarks sourced from third parties. The Customer acknowledges that all sustainability and emissions reporting decisions remain its sole responsibility where those outputs are derived from third-party data.

8.7 "As-Is" Disclaimer for Third-Party Materials

To the fullest extent permitted by Law, all Third-Party Materials are provided strictly "as is" 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:

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

9.3 ESGpedia Responsibilities

ESGpedia shall:

- use commercially reasonable efforts to provide the Services in accordance with this Agreement and any Order Form;
- maintain the availability of the Services in accordance with Schedule 1 (Service Level Agreement);
- maintain the security and integrity of the Software in accordance with Clause 6.1 and Schedule 2 (DPA);
- provide data breach notification in accordance with Clause 5.8; and
- take reasonable steps to ensure the Software is free from Malicious Code.

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 five (5) Business Days' written notice. ESGpedia shall restore access within two (2) Business Days of receiving payment in full of all outstanding amounts.

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, and shall provide reasonable evidence of such withholding. This gross-up does not apply to taxes imposed on ESGpedia's net income.

10.3 Fee Adjustments

Subscription Fees are fixed for the current Subscription Term except for: upgrades, add-ons or additional usage elected by the Customer in writing; changes in taxes, duties or regulatory charges; or lawful currency or withholding tax adjustments.

10.4 Renewal Fees

Revised fees may apply on renewal. ESGpedia will notify the Customer at least sixty (60) 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, except as provided in Clause 11.3.

11.2 Renewal and Cancellation

Unless otherwise stated in the Order Form, the subscription will automatically renew for successive Renewal Terms of the same duration as the Initial Subscription Term. The Customer may elect not to renew by giving written notice at least thirty (30) days before the end of the current Subscription Term.

11.3 Termination for Cause

Either Party may terminate this Agreement:

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

Where the Customer terminates for ESGpedia's material breach, ESGpedia shall refund prepaid, unused Subscription Fees on a pro-rata basis within thirty (30) days of termination.

11.4 Suspension

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

- the Customer fails to pay fees when due (subject to Clause 10.1);
- the Customer or its Users materially misuse the Services or breach this Agreement; or
- suspension is required to comply with applicable Law or to protect ESGpedia's systems from imminent harm.

11.5 Effect of Termination

Upon termination:

- all licences and access rights granted to the Customer shall immediately cease;
- the Customer shall cease all use of the Services;
- the Customer shall pay all outstanding fees;
- ESGpedia will make Customer Content available for export for thirty (30) days following termination; and
- data deletion shall be carried out in accordance with Clause 6.

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:

- Customer Content;
- the Customer's or its Authorised Users' use or misuse of the Services;
- any breach of this Agreement or applicable Law by the Customer or its Authorised Users; or
- any allegation that Customer Content infringes, misappropriates or violates any third-party rights.

12.2 ESGpedia Indemnification

ESGpedia shall indemnify the Customer against any direct losses arising from third-party claims alleging that the Software, when used by the Customer in accordance with this Agreement, infringes a third party's Intellectual Property Rights. If such a claim is made or reasonably anticipated, ESGpedia may, at its option and expense:

- procure the right for the Customer to continue using the Software;
- modify or replace the Software to be non-infringing; or
- if neither (a) nor (b) is commercially reasonable, terminate the affected Order Form and refund prepaid, unused Subscription Fees.

ESGpedia's total liability under this Clause shall not exceed the Subscription Fees paid in the twelve (12) months preceding the claim.

ESGpedia shall have no liability under this Clause to the extent the claim arises from: use of the Software in combination with non-ESGpedia systems not approved in writing; modifications not made by ESGpedia; use in breach of this Agreement; or Customer Content.

12.3 Indemnification Procedure

The indemnified Party must: (a) promptly notify the indemnifying Party in writing; (b) allow the indemnifying Party to control the defence and settlement; and (c) provide reasonable cooperation at the indemnifying Party's cost. The indemnified Party may participate with its own counsel at its own expense. The indemnifying Party shall not settle any claim in a manner that admits fault on behalf of the indemnified Party without its prior written consent.

13. LIMITATION OF LIABILITY

13.1 Liability Cap

To the maximum extent permitted by Law, ESGpedia's total aggregate liability to the Customer arising out of or relating to this Agreement shall not exceed the total Subscription Fees paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim. This cap applies in aggregate to all claims arising in any twelve-month period, whether in contract, tort, or otherwise.

13.2 Exclusion of Damages

To the fullest extent permitted by Law, and subject to Clause 13.4, ESGpedia shall not be liable for any:

- indirect, incidental, special, consequential or punitive damages;
- loss of profits, revenue, business, goodwill or savings;
- loss, corruption or inaccuracy of data;
- business interruption; or
- errors in emission factors, carbon calculations, sustainability outputs or reporting-related outcomes arising from third-party data sources or Customer-provided data.

13.3 Carbon Accounting, Emissions Factors and Regulatory Outcomes

The Customer acknowledges and agrees that:

- sustainability disclosures, emissions calculations, ESG metrics, benchmarks, ratings, or reports generated by the Services depend on Customer-provided data and third-party emission factors and databases;
- ESGpedia does not warrant the accuracy, completeness, applicability or regulatory sufficiency of any outputs derived from such data; and
- ESGpedia shall not be liable for any penalties, audit issues, procurement outcomes, investor decisions, or regulatory submissions arising from the Customer's reliance on outputs derived from third-party or Customer-provided data.

13.4 Exceptions to Limitations

The limitations in this Section do not apply to:

- the Customer's payment obligations;
- the Customer's indemnification obligations;
- liability arising from the Customer's breach of ESGpedia's Intellectual Property Rights;
- the Customer's breach of confidentiality;
- either Party's gross negligence or wilful misconduct;
- liability that cannot be excluded under applicable Law.

13.5 Allocation of Risk

The Parties acknowledge that the limitations and exclusions in this Section reflect 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 Uptime Commitment

ESGpedia shall use commercially reasonable efforts to maintain a monthly uptime of at least 99.0% for the core Software platform, measured on a calendar-month basis, excluding Permitted Downtime as defined in Schedule 1. Service credits for uptime failures are the Customer's sole remedy and are set out in Schedule 1.

14.3 Warranty Exclusions

The limited warranty does not apply to nonconformance caused by: use contrary to this Agreement or ESGpedia's instructions; unauthorised modifications or integrations; third-party systems, networks, or databases; beta or trial versions of the Services; or any Force Majeure Event.

14.4 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 implied warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or non-infringement.

14.5 No Guarantee of Regulatory 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 applicable reporting requirements and for ensuring the adequacy and accuracy of its own data.

14.6 Performance Standard

ESGpedia shall use commercially reasonable efforts to maintain the general availability and performance of the Services in accordance with Schedule 1. ESGpedia does not guarantee continuous, error-free, or uninterrupted operation of the Services.

14.7 Network and Transmission Risks

ESGpedia is not responsible for delays, failures, inaccuracies, or data loss arising from internet or telecommunications networks, third-party cloud infrastructure, Customer or third-party systems, or 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 circumstances of disclosure.

Confidential Information does not include information that: is or becomes publicly available without breach of this Agreement; was lawfully known to the Receiving Party without restriction before disclosure; is lawfully provided by a third party without confidentiality obligations; is independently developed without use of the Disclosing Party's Confidential Information; or must be disclosed under applicable Law, subpoena, or court or government order.

15.2 Obligations of the Receiving Party

The Receiving Party shall:

- use the Disclosing Party's Confidential Information solely for the purpose of performing this Agreement;
- 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 equivalent confidentiality obligations;
- protect Confidential Information using industry-standard security measures; and
- remain responsible for any breach 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): promptly notify the Disclosing Party; provide reasonable cooperation to seek protective measures; and disclose only the minimum amount 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 in archival or automated backup systems or as required by Law, audit, or compliance obligations. Such retained copies shall remain subject to this Section.

15.5 Ownership

Confidential Information remains the sole property of the Disclosing Party at all times. 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

A "Force Majeure Event" means an event or circumstance beyond a Party's reasonable control that prevents or materially delays performance, including: labour disputes; cyber-attacks or cloud-provider failures; internet or infrastructure outages; natural disasters; epidemics or pandemics; acts of war or terrorism; or compliance with any governmental order.

16.2 Effect

A Party affected by a Force Majeure Event shall be excused from the affected obligations for the duration, provided it: notifies the other Party promptly; uses commercially reasonable efforts to mitigate; and resumes performance as soon as reasonably practicable.

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.

16.4 Exclusions

A Force Majeure Event does not excuse: the Customer's payment obligations for unaffected periods; Customer delays caused by its own systems or vendors; or 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. ESGpedia shall ensure the Customer can 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.

17.2 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 from the date one Party gives written notice of the Dispute.

17.3 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 in force at the time of the dispute. The seat of arbitration shall be Singapore. The language of the proceedings shall be English. The number of arbitrators shall be one (1) for disputes involving claims below SGD 500,000 and three (3) for disputes involving claims of SGD 500,000 or above. Either Party may apply to SIAC for emergency arbitrator relief in accordance with the SIAC Rules.

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.

18.2 Waiver

No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver. A waiver will be effective only if expressly made in writing.

18.3 Severability

If any provision is found 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.

18.4 Variations

No amendment to this Agreement is valid unless in writing and signed or expressly accepted by both Parties. ESGpedia may update non-material operational and administrative terms (such as support processes and contact details) with thirty (30) days' prior written notice. Any material amendment (including to pricing, liability, data processing, or IP terms) requires the mutual written agreement of both Parties. Where ESGpedia proposes a material amendment that the Customer does not accept, the Customer may elect not to renew at the end of the current Subscription Term.

18.5 Entire Agreement

This Agreement (including the Order Form, Schedules and all referenced documents) constitutes the entire agreement between the Parties. It supersedes all prior agreements, proposals, negotiations, representations or understandings, whether written or oral.

18.6 Third-Party Rights

Unless expressly stated otherwise, no person 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).

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, or acquirer in connection with a merger, restructuring or sale of assets, with prior written notice to the Customer.

18.8 Sub-contracting

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

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.

18.10 Anti-Bribery and Corruption

Each Party shall comply with applicable anti-bribery and anti-corruption laws, including the Singapore Prevention of Corruption Act.

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: upon delivery if by hand; three (3) Business Days after domestic posting or five (5) Business Days if international; or upon email transmission with written acknowledgment from the recipient (not merely absence of a bounce-back message).

18.12 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts. Execution by electronic signature or PDF shall have the same legal effect as physical signature.

EXECUTION

By signing below, the Parties agree to be bound by the terms of this Agreement including all Schedules and the applicable Order Form.

SIGNED for and on behalf of
ESGpedia Pte. Ltd.

SIGNED for and on behalf of
Customer

Authorised Signatory

Authorised Signatory

Name & Title

Name & Title

Date

Date

SCHEDULE 1

Service Level Agreement**S1.1 Uptime Target**

ESGpedia shall use commercially reasonable efforts to achieve a monthly uptime of 99.0% for the core Software platform, calculated as: $((\text{Total minutes in month} - \text{Downtime minutes}) / \text{Total minutes in month}) \times 100$.

S1.2 Definitions

- "Downtime" means the total accumulated minutes in a calendar month during which the Software is unavailable for use by Authorised Users, excluding Permitted Downtime.
- "Permitted Downtime" means: (a) scheduled maintenance windows (minimum 48 hours advance notice); (b) emergency maintenance to protect system security; (c) Force Majeure Events; (d) downtime caused by the Customer's systems, third-party integrations, or internet connectivity; and (e) beta or trial features.

S1.3 Service Credits

If ESGpedia fails to meet the 99.0% Uptime Target in any calendar month, the Customer shall be entitled to a service credit:

- 99.0% to 97.0% uptime achieved: 5% of that month's Subscription Fees as credit
- Below 97.0% uptime: 10% of that month's Subscription Fees as credit

Service credits are the Customer's sole and exclusive remedy for uptime failures. Credits will be applied to the next invoice. The Customer must request credits in writing within thirty (30) days of the end of the affected month.

S1.4 Support Response Targets

ESGpedia will provide support during Business Hours (9:00am to 6:00pm, Monday to Friday, Singapore time, excluding public holidays):

Priority	Description	Initial Response	Target Resolution
P1 - Emergency	Complete service outage; data corruption; no workaround available	4 business hours	Workaround or fix within 24 business hours
P2 - Critical	Major functionality impaired; restricted operation possible	4 business hours	Fix within 5 business days
P3 - Normal	Minor issue; workaround available; non-critical impact	1 business day	Fix within 15 business days
P4 - Low	Cosmetic or documentation issue; no operational impact	5 business days	Fix in future release at ESGpedia's discretion

S1.5 Escalation

Unresolved Priority 1 or Priority 2 issues may be escalated to ESGpedia's Head of Engineering after 8 business hours by contacting the support address in the Order Form with subject: "ESCALATION - [Priority] - [Reference]."

S1.6 Operating Environment Limitations

ESGpedia's support obligations do not extend to issues caused by: the Customer's internal network, hardware, or IT environment; third-party internet service providers; Customer-installed plugins or

integrations not approved by ESGpedia; or use of the Software outside documented system requirements.

S1.7 Software Change Requests

The Customer may submit change requests to modify the Software to meet its operating environment. Costs and timelines for change requests shall be agreed in writing by the Parties before work commences.