



TRY-TO-BUY SOFTWARE SUBSCRIPTION AGREEMENT

Effective Date: as defined below

This Try-to-Buy Software Subscription Agreement (the “Agreement”) is entered into by and between SuiteEarth Technologies Pvt. Ltd., an Indian private limited company with its principal place of business at Q1A1, 10th Floor, Cyber Towers, HITEC City, Madhapur, Hyderabad, 500081, India (“SuiteEarth” or “Provider”), and the entity identified on the applicable Order Form or ordering document referencing this Agreement (“Customer”). SuiteEarth and Customer may each be referred to as a “Party” and collectively as the “Parties.”

This Agreement, together with any order forms, statements of work, or other documents incorporated by reference (collectively, “Order Forms”), governs Customer’s access to and use of SuiteEarth’s software-as-a-service offerings (the “Services”) on a trial basis (whether free or paid) (the “Trial Period”) and, if applicable, Customer’s subsequent conversion to a paid subscription. Unless otherwise specified in an Order Form, Customer’s continued use of the Services following the expiration of the Trial Period will constitute acceptance of a paid subscription subject to the terms of this Agreement.

BY (A) CLICKING “I ACCEPT” OR A SIMILAR AFFIRMATIVE ACTION, (B) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (C) ACCESSING OR USING THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT AS OF THE EFFECTIVE DATE. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, CUSTOMER MUST NOT ACCESS OR USE THE SERVICES.

1. DEFINITIONS

1.1 “Acceptable Use Policy” or “AUP” means SuiteEarth’s Acceptable Use Policy located at <https://suiteearth.ai/legal/aup>, as updated from time to time.

1.2 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than fifty percent (50%) of the voting interests or the ability to direct the management or policies of such entity.

1.3 “AI Output” means any content, response, score, recommendation, summary, or other output generated by artificial intelligence, machine learning, or agentic features of the Services in response to Customer prompts or Customer Data.

1.4 “Authorized User” means an employee, contractor, or agent of Customer or its Affiliates who is authorized by Customer to access and use the Services under this Agreement and for whom access credentials have been provisioned.

1.5 “Beta Services” means any feature, module, or service made available by SuiteEarth that is designated as “alpha,” “beta,” “preview,” “early access,” or similar, and is not generally available.

1.6 “Confidential Information” means all non-public information disclosed by one Party (“Discloser”) to the other Party (“Recipient”) that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, including the Services, Documentation, product roadmaps, pricing, Customer Data, and the terms of this Agreement.

1.7 “Conversion Date” means the date on which Customer transitions from the Trial Term to a paid subscription in accordance with Section 4 of this Agreement.

1.8 “Customer Data” means any data, content, records, files, prompts, inputs, or other information that Customer or its Authorized Users upload, submit, transmit to, or process through the Services, including data extracted from or synchronized with Customer’s Oracle NetSuite Account or other source systems, but excluding Usage Data and AI Output.

1.9 “Documentation” means the user guides, technical specifications, and help materials made available by SuiteEarth for the Services, as may be updated from time to time.

1.10 “Effective Date” means the earliest to occur of: (a) the date Customer executes an Order Form referencing this Agreement; (b) the date Customer accepts this Agreement electronically; or (c) the date Customer first accesses or uses the Services.

1.11 “Order Form” means an ordering document or online order executed or accepted by the Parties that references this Agreement and specifies the Services, subscription tier, number of Authorized Users, applicable Fees, Trial Term, Subscription Term, and any other applicable commercial terms

1.12 “NetSuite ERP” means the cloud-based enterprise resource planning software provided by Oracle Corporation under the NetSuite brand.

1.13 “NetSuite Account” means Customer’s valid, active, and properly licensed subscription to Oracle NetSuite ERP, which is a mandatory prerequisite to install, access, and use the Services as set forth in Section 3.5 of this Agreement.

1.14 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable individual, or that otherwise constitutes “personal data,” “personal information,” or similar term under applicable data protection laws, including, without limitation, the General Data Protection Regulation and the California Consumer Privacy Act, in each case as amended, supplemented, or replaced from time to time.

1.15 “Professional Services” means implementation, configuration, training, or other consulting services provided by SuiteEarth, as set forth in an applicable Order Form or statement of work.

1.16 “Services” means the SuiteEarth cloud-based sustainability, ESG reporting, and carbon-accounting software-as-a-service platform, including any artificial intelligence features, connectors,

APIs, and related Documentation, as specified in the applicable Order Form, and excluding Beta Services unless expressly stated otherwise.

1.17 “Subscription Term” means the paid subscription term set forth on the applicable Order Form, commencing on the Conversion Date.

1.18 “Subprocessor” means any third-party service provider engaged by SuiteEarth to process Customer Data in connection with the provision of the Services.

1.19 “Trial Term” means the period during which Customer is permitted to access and use the Services on a trial basis, as specified in the applicable Order Form, or if not specified, thirty (30) days from the Trial Start Date.

1.20 “Trial Start Date” means the date on which SuiteEarth first makes the Services available for Customer’s access and use.

1.21 “Usage Data” means aggregated, anonymized, or de-identified technical and usage information derived from Customer’s use of the Services that does not identify Customer or any individual and may be used by SuiteEarth for its legitimate business purposes.

2. TRIAL ACCESS AND LICENSE

2.1 Grant of Trial License. Subject to the terms of this Agreement, SuiteEarth grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Trial Term to access and use the Services solely for Customer’s internal evaluation of the Services’ suitability for Customer’s business needs (the “Trial License”). The Trial License is provided at no charge unless otherwise specified in an applicable Order Form.

2.2 Trial Term. The Trial Term will commence on the Trial Start Date and continue for the period specified in the applicable Order Form or, if not specified, thirty (30) days. SuiteEarth may, in its sole discretion, extend the Trial Term upon Customer’s written request. Unless Customer converts to a paid subscription prior to expiration of the Trial Term, the Trial License and Customer’s access to the Services will automatically terminate at the end of the Trial Term, and SuiteEarth may disable Customer’s access to the Services with or without notice.

2.3 Trial Scope and Limits. During the Trial Term, Customer’s access to the Services may be limited in functionality, capacity, or availability compared to generally available production subscriptions. SuiteEarth may impose reasonable usage limits, including limits on users, API calls, transactions, carbon records, AI or automated feature usage, or storage. Exceeding such limits may result in throttling, suspension, or termination of Trial access.

2.4 Suspension and Revocation. SuiteEarth reserves the right to suspend or revoke the Trial License at any time, with or without notice, if (a) Customer breaches this Agreement, (b) Customer’s use of the Services poses a security risk or may adversely impact the Services or other customers, or (c) SuiteEarth reasonably determines such action is necessary to comply with applicable law or protect its rights or systems.

2.5 AS-IS Trial; Limited Liability. CUSTOMER ACKNOWLEDGES THAT THE SERVICES PROVIDED DURING THE TRIAL TERM, AND ANY BETA SERVICES PROVIDED AT ANY TIME, ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY WARRANTIES, REPRESENTATIONS, INDEMNITIES, OR SERVICE LEVEL COMMITMENTS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUITEEARTH’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE TRIAL TERM OR ANY BETA SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

3. USE OF THE SERVICES

3.1 Customer Responsibilities. Customer shall (a) be responsible for Authorized Users’ compliance with this Agreement and the AUP; (b) be responsible for the accuracy, quality, legality, and ownership or rights to use of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including maintaining appropriate administrative, physical, and technical safeguards (including multi-factor authentication where supported) and account security practices; (d) use the Services only in accordance with the Documentation, the AUP, and applicable laws and governmental regulations; and (e) promptly notify SuiteEarth of any unauthorized access to or use of the Services or any account credentials.

3.2 Use Restrictions. Customer shall not, and shall not permit any third party to: (a) make the Services available to, or use the Services for the benefit of, any person other than Customer or its Authorized Users; (b) sell, resell, license, sublicense, distribute, rent, lease, or otherwise commercially exploit the Services; (c) use the Services to store or transmit any material that is infringing, defamatory, or otherwise unlawful, or that violates any third-party rights, including privacy rights; (d) use the Services to store or transmit malicious code; (e) interfere with or disrupt the integrity, security, or performance of the Services or any third-party data contained therein; (f) attempt to gain unauthorized access to the Services or related systems or networks; (g) access or use the Services in a manner that circumvents or exceeds contractual usage limits or restrictions; (h) copy, modify, or create derivative works of the Services or any part thereof; (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, object code, or underlying structure, ideas, or algorithms of the Services, except to the limited extent expressly permitted by applicable law; (j) access the Services for purposes of building a competitive product or service or benchmarking the Services against competing offerings; or (k) use the Services or any AI Output to train, fine-tune, or otherwise improve any machine learning or artificial intelligence model that competes with the Services.

3.3 Suspension for Cause. SuiteEarth may suspend Customer’s or any Authorized User’s access to the Services immediately upon notice if SuiteEarth reasonably determines that such access: (a) poses a security risk to the Services or any third party; (b) may adversely impact the Services, SuiteEarth’s other customers, or SuiteEarth’s infrastructure; (c) may subject SuiteEarth, its Affiliates, or any third party to liability; or (d) violates this Agreement, the AUP, or applicable law. SuiteEarth

will use commercially reasonable efforts to limit any suspension to the affected portion of the Services and to restore access promptly after the underlying issue is resolved.

3.4 Customer Systems. Customer is responsible for obtaining, maintaining, and securing all equipment, software, telecommunications, and Internet services necessary to access and use the Services, and for ensuring that such systems meet any minimum requirements specified in the Documentation.

3.5 Oracle NetSuite ERP Prerequisite. The Services are designed to operate in conjunction with Customer's instance of Oracle NetSuite ERP. Customer acknowledges and agrees that: (a) a valid, active, and properly licensed Oracle NetSuite Account is a mandatory prerequisite to install, access, and use the Services; (b) Customer is solely responsible, at its own expense, for procuring, maintaining, and complying with the terms applicable to its Oracle NetSuite Account; (c) Customer shall maintain all necessary permissions, role-based access, configurations, SuiteApp/SuiteBundle authorizations, integration credentials, and API access required for the Services to function properly; and (d) SuiteEarth's obligations under this Agreement, including any support, service levels, or warranties, are contingent upon Customer's Oracle NetSuite Account being continuously available and properly configured.

To the extent permitted by applicable law, SuiteEarth shall have no liability, and Customer shall not be entitled to any refund, credit, service-level credit, or other remedy, to the extent any unavailability, degradation, suspension, termination, or failure of the Services results, in whole or in part, from: (i) the unavailability, expiration, termination, suspension, downgrade, or cancellation of Customer's Oracle NetSuite Account; (ii) any changes made by Oracle to NetSuite ERP, including APIs, platform functionality, services, data structure, permissions, or terms that affects the Services; (iii) Customer's configuration or failure to maintain its NetSuite Account; (iv) any outages, incidents, maintenance, or limitations of the Oracle NetSuite service; or (v) Oracle's denial, restriction, or modification of Customer's access to Oracle NetSuite for any reason. Customer's obligation to pay Fees under this Agreement will not be affected by any unavailability of its Oracle NetSuite Account.

4. CONVERSION TO PAID SUBSCRIPTION

4.1 Conversion to Paid Subscription. Customer may elect, at any time prior to the expiration of the Trial Term, to convert to a paid subscription by: (a) executing an Order Form referencing this Agreement; (b) completing an in-product upgrade workflow and providing a valid payment method; or (c) providing written notice to SuiteEarth requesting conversion.

Unless otherwise expressly stated in an applicable Order Form, the Trial will automatically convert to a paid subscription at the end of the Trial Term unless Customer provides written notice of non-conversion at least seven (7) days prior to the end of the Trial Term.

The paid subscription will commence on the Conversion Date, and the Subscription Term will be as specified in the applicable Order Form. If Customer converts through an in-product upgrade workflow without executing an Order Form, the subscription will default to a month-to-month term

at SuiteEarth's then-current list price for the selected tier, terminable by either Party upon thirty (30) days' written notice.

Upon conversion, Customer's continued access to and use of the Services will be governed by this Agreement and any additional commercial terms set forth in the applicable Order Form or in-product upgrade flow, which are hereby incorporated by reference.

4.2 Continuity of Data and Configuration. Upon the Conversion Date, Customer Data, configurations, workflows, dashboards, saved reports, and integrations created during the Trial Term will, subject to Customer's continued compliance with this Agreement, remain available within the production environment, provided that the applicable subscription tier supports such features. The Subscription Term, Fees, and usage entitlements set forth in the applicable Order Form (or in-product upgrade flow) will control.

4.3 Non-Conversion; Data Retention. If Customer does not convert to a paid subscription prior to expiration of the Trial Term, SuiteEarth may retain Customer Data in a restricted, non-production state for up to thirty (30) days following expiration of the Trial Term (the "Grace Period"), solely to permit Customer to (a) export Customer Data using available self-service tools, or (b) elect to convert to a paid subscription. SuiteEarth does not guarantee the availability of the Services or any functionality during the Grace Period. Following the Grace Period, SuiteEarth may permanently delete Customer Data in accordance with Section 6.6 of this Agreement.

4.4 Post-Trial Access. Customer shall not access or use the Services after expiration of the Trial Term unless it has converted to a paid subscription. To the extent Customer accesses or uses the Services following the Trial Term without a valid subscription, SuiteEarth reserves the right to invoice Customer for such use at the then-current list rates on a pro rata basis, without limiting SuiteEarth's other rights and remedies.

4.5 No Carry-Over of Trial Benefits. Any promotional, trial-only, or preview features, discounts, or credits made available during the Trial Term will not apply to any paid subscription unless expressly set forth in an applicable Order Form.

5. FEES AND PAYMENT

5.1 Fees; Currency; No Setoff. Except as expressly set forth in an applicable Order Form, the Trial is provided at no charge. Customer shall pay all fees specified in any Order Form for the applicable paid Subscription Term (the "Fees"). All Fees are stated in, and payable in, U.S. dollars, are non-cancelable, and are non-refundable except as expressly provided in this Agreement. Customer shall not withhold, offset, or reduce any payment except as expressly permitted under Section 5.8.

5.2 Invoicing and Payment. Unless otherwise specified in the applicable Order Form, SuiteEarth will invoice Fees in advance on an annual basis. All amounts are due within thirty (30) days of the invoice date. Invoices delivered electronically will be deemed received on the date sent. Customer shall maintain complete and accurate billing and contact information and promptly notify SuiteEarth of any changes.

5.3 Auto-Pay for Electronic Payments. If Customer elects to pay by credit card, ACH debit, or other electronic payment method, Customer authorizes SuiteEarth, or its third-party payment processor, to charge such payment method for all Fees for the initial Subscription Term and any renewal terms, including any overage charges incurred pursuant to Section 5.7. Customer is responsible for maintaining current and valid payment information.

5.4 Late Payment; Suspension. Any amount not paid when due and not subject to a timely good faith dispute under Section 5.8 will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. SuiteEarth may, upon at least ten (10) days' prior written notice, suspend access to the Services if any undisputed amount remains unpaid more than fifteen (15) days past its due date. SuiteEarth will use commercially reasonable efforts to limit any suspension to the affected Services and to restore access promptly following payment.

5.5 Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes (collectively, "Taxes"). Customer is responsible for all Taxes associated with its purchases hereunder.

5.6 No Mid-Term Price Increase. SuiteEarth will not increase Fees for the Services during an active Subscription Term, except for (a) overage charges under Section 5.7, or (b) upgrades, add-ons, or changes in scope requested by Customer.

5.7 Overage and True-Up. If Customer's use of the Services exceeds the entitlements specified in the applicable Order Form (including limits on Authorized Users, transactions, records processed, API calls, or AI feature usage), SuiteEarth will invoice such excess usage at the rates specified in the Order Form or, if not specified, at SuiteEarth's then-current list rates. SuiteEarth may, in its discretion, (i) invoice overages in arrears, or (ii) require Customer to upgrade to a higher subscription tier for continued use.

5.8 Billing Disputes. Customer must notify SuiteEarth in writing of any good faith dispute of an invoiced amount within thirty (30) days of the invoice date, specifying the nature of the dispute in reasonable detail. Failure to timely dispute an invoice will be deemed acceptance of such invoice. Customer shall timely pay all undisputed amounts. The Parties shall work in good faith to resolve any disputed amounts promptly.

6. TERM AND TERMINATION

6.1 Agreement Term. This Agreement commences on the Effective Date and remains in effect until (a) the expiration of the Trial Term if Customer does not convert to a paid subscription, or (b) if Customer converts, the expiration or termination of the Subscription Term, unless earlier terminated as provided herein.

6.2 Renewal. Unless otherwise specified in an applicable Order Form, each paid Subscription Term will automatically renew for successive terms equal in length to the then-current Subscription Term, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

SuiteEarth may increase Fees upon renewal by no more than seven percent (7%) over the Fees for the immediately preceding term, provided that SuiteEarth gives Customer at least sixty (60) days' prior written notice of such increase.

6.3 Termination for Cause. Either Party may terminate this Agreement or any affected Order Form for cause: (a) upon thirty (30) days' prior written notice of a material breach by the other Party, if such breach remains uncured at the end of such period; or (b) immediately upon written notice if the other Party becomes the subject of any petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

6.4 Trial Termination. Customer may terminate the Trial at any time during the Trial Term without cause or penalty. SuiteEarth may terminate or suspend the Trial at any time, with or without notice, for any reason, including for Customer's breach of this Agreement or the AUP, or to protect the Services, SuiteEarth's systems, or other customers.

6.5 Effect of Termination; Survival. Upon any expiration or termination of this Agreement for any reason: (a) all licenses and rights granted to Customer under this Agreement will immediately terminate; (b) Customer shall immediately cease all use of the Services; and (c) if this Agreement or any Order Form is terminated by SuiteEarth due to Customer's uncured material breach, all Fees for the remainder of the then-current Subscription Term will become immediately due and payable.

The following provisions will survive any expiration or termination of this Agreement: Sections 1, 3.2, 5 (to the extent of any unpaid Fees), 6.5, 6.6, and Sections 7 through 15.

6.6 Data Export and Deletion. For a period of up to thirty (30) days following termination or expiration of this Agreement (the "Export Window"), SuiteEarth will, upon Customer's written request, make Customer Data available for self-service export in a structured, commonly used, machine-readable format, subject to Customer's payment of all undisputed Fees then due. SuiteEarth does not guarantee continued availability of the Services or any functionality during the Export Window.

Following the Export Window, SuiteEarth may delete Customer Data in accordance with its then-current data retention policies, unless otherwise required by applicable law.

6.7 Transition Assistance. Upon Customer's written request submitted at least thirty (30) days prior to termination or expiration of the Subscription Term, SuiteEarth may provide transition assistance services on a time-and-materials basis at SuiteEarth's then-current Professional Services rates, subject to mutually agreed scope and execution of a statement of work.

7. PROPRIETARY RIGHTS

7.1 SuiteEarth Property; Reservation of Rights. As between the Parties, SuiteEarth and its licensors own all right, title, and interest in and to the Services, Documentation, and all improvements, enhancements, modifications, and derivative works thereof, including all intellectual property rights therein. Except for the limited rights expressly granted to Customer under this Agreement, no other rights are granted, and SuiteEarth reserves all rights not expressly granted. No implied licenses are granted under this Agreement.

7.2 Customer Data. As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants SuiteEarth a non-exclusive, worldwide, royalty-free license to host, store, copy, transmit, process, display, and otherwise use Customer Data solely as necessary to provide, maintain, and support the Services and to fulfill SuiteEarth's obligations under this Agreement.

7.3 Usage Data. SuiteEarth may collect, generate, and use Usage Data to operate, monitor, support, analyze, improve, and enhance the Services, and for other lawful business purposes. Usage Data will not identify Customer or any individual. SuiteEarth may use aggregated and de-identified data derived from Customer Data and Usage Data for its business purposes, including improving the Services, developing new features, and benchmarking, provided that such data does not identify Customer or any individual. Nothing in this Agreement restricts SuiteEarth from using general knowledge, skills, or know-how acquired in the course of providing the Services, so long as no Customer Data is disclosed.

7.4 Feedback. If Customer or any Authorized User provides SuiteEarth with suggestions, comments, or other feedback regarding the Services ("Feedback"), Customer grants SuiteEarth a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, disclose, reproduce, modify, and incorporate such Feedback into the Services or any other products or services without restriction or obligation.

7.5 AI Output. Subject to Customer's compliance with this Agreement, SuiteEarth assigns to Customer, to the extent of SuiteEarth's rights therein, all right, title, and interest in AI Output generated specifically in response to Customer's prompts and Customer Data. Notwithstanding the foregoing, (a) AI Output may be non-deterministic, may not be unique, and may be similar or identical to outputs generated for other customers; and (b) Customer is solely responsible for reviewing, validating, and determining the appropriateness of AI Output before relying on it for any purpose, including regulatory, financial, or sustainability reporting.

SuiteEarth retains all rights in and to the underlying models, algorithms, and systems used to generate AI Output, and nothing in this Agreement grants Customer any rights to such models, algorithms, or systems. SuiteEarth may use prompts, inputs, and interactions in aggregated or de-identified form to improve and enhance the Services, provided that such use does not identify Customer or disclose Customer Data.

7.6 Open-Source Components. The Services may include or incorporate open-source software components ("OSS"). Such OSS is licensed under the applicable open-source license terms, which will be made available in the Documentation or SuiteEarth's trust or legal center. To the extent required by such licenses, those terms will apply to the OSS in lieu of this Agreement. SuiteEarth's warranties, indemnities, and other obligations under this Agreement do not apply to OSS provided on a standalone basis.

8. CONFIDENTIALITY

8.1 Protection. The receiving Party (“Recipient”) shall: (a) protect the disclosing Party’s (“Discloser’s”) Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (b) use Confidential Information solely for purposes of performing its obligations or exercising its rights under this Agreement; and (c) limit access to Confidential Information to its employees, contractors, and agents who have a need to know such information for purposes consistent with this Agreement and who are bound by written confidentiality obligations no less protective than those set forth herein. Recipient shall be responsible for any breach of this Section by its personnel.

8.2 Exclusions. Confidential Information does not include information that the Recipient can demonstrate: (a) is or becomes generally available to the public without breach of any obligation owed to Discloser; (b) was in Recipient’s possession prior to disclosure by Discloser without breach of any obligation; (c) is lawfully received from a third party without breach of any obligation; or (d) was independently developed by or on behalf of Recipient without use of or reference to Discloser’s Confidential Information.

8.3 Compelled Disclosure. Recipient may disclose Confidential Information to the extent required by applicable law, regulation, or valid legal process, provided that, to the extent legally permitted, Recipient gives Discloser prompt written notice and reasonably cooperates with Discloser in seeking a protective order or other appropriate remedy.

8.4 Term of Obligation. Recipient’s confidentiality obligations under this Section 8 will continue for five (5) years following the termination or expiration of this Agreement; provided that, with respect to Confidential Information that constitutes a trade secret under applicable law, such obligations will continue for so long as such information remains a trade secret.

8.5 Return or Destruction. Upon Discloser’s written request following termination or expiration of this Agreement, Recipient shall promptly return or destroy all Confidential Information of Discloser in its possession or control, and, upon written request, certify such return or destruction. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information (a) as required by applicable law, or (b) pursuant to its standard backup or archival procedures, provided that such retained information remains subject to the confidentiality and use restrictions set forth herein and is not actively accessed except as required for compliance purposes.

8.6 Equitable Relief. The Parties acknowledge that breach of this Section 8 may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the non-breaching Party shall be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction, in addition to any other remedies available at law or in equity, without the necessity of posting bond where permitted by applicable law.

9. WARRANTIES AND DISCLAIMERS

9.1 Mutual Warranties. Each Party represents and warrants that: (a) it has the full legal right, power, and authority to enter into and perform under this Agreement; and (b) its execution of and

performance under this Agreement will not violate any applicable law or any binding agreement with a third party.

9.2 Customer Warranties. Customer represents and warrants that: (a) it has obtained and will maintain all rights, licenses, consents, and authorizations necessary to submit Customer Data to the Services and to grant Suiteearth the license rights in Customer Data set forth in Section 7.2; and (b) Customer Data, and Customer's and its Authorized Users' use of the Services, will comply with this Agreement, the AUP, and all applicable laws and regulations.

9.3 Services Warranty (Paid Subscription Only). During the applicable paid Subscription Term (and thirty (30) days thereafter with respect to the final month of Service), SuiteEarth warrants that: (a) the Services will perform in all material respects in accordance with the Documentation; (b) SuiteEarth will not materially decrease the overall functionality of the Services during the Subscription Term; and (c) the Services will not contain any virus, worm, or other malicious code knowingly introduced by SuiteEarth.

Customer must notify SuiteEarth in writing of any breach of this Section 9.3 within the applicable warranty period. For any material breach of this Section 9.3, Customer's exclusive remedy, and SuiteEarth's sole obligation, will be, at SuiteEarth's option, to (i) use commercially reasonable efforts to correct the non-conformance, or (ii) if SuiteEarth is unable to do so within thirty (30) days of receipt of Customer's notice, terminate the affected Order Form and refund to Customer any prepaid Fees for the portion of the Subscription Term following the effective date of termination.

9.4 Disclaimer. THE WARRANTIES SET FORTH IN SECTION 9.3 DO NOT APPLY TO (A) THE TRIAL TERM, (B) BETA SERVICES, OR (C) ANY FAILURE OR UNAVAILABILITY ARISING FROM OR RELATED TO CUSTOMER'S ORACLE NETSUITE ACCOUNT OR ANY THIRD-PARTY SYSTEMS (INCLUDING AS DESCRIBED IN SECTION 3.5). THE SERVICES PROVIDED DURING THE TRIAL TERM AND ANY BETA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUITEEARTH DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

SUITEEARTH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, DATA, OR AI OUTPUT GENERATED BY THE SERVICES WILL BE ACCURATE, COMPLETE, OR RELIABLE. CUSTOMER ACKNOWLEDGES THAT THE SERVICES, INCLUDING ANY AI OUTPUT OR ANALYTICS, ARE PROVIDED FOR INFORMATIONAL AND SUPPORT PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL, REGULATORY, ACCOUNTING, OR PROFESSIONAL ADVICE. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING, VALIDATING, AND DETERMINING THE APPROPRIATENESS OF ANY OUTPUTS OR RESULTS GENERATED BY THE SERVICES BEFORE RELYING ON THEM FOR ANY PURPOSE, INCLUDING COMPLIANCE, FINANCIAL REPORTING, OR SUSTAINABILITY OR EMISSIONS DISCLOSURES.

SUITEEARTH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING CUSTOMER'S ORACLE NETSUITE ACCOUNT OR ANY INTEGRATIONS, AND DISCLAIMS ALL LIABILITY ARISING FROM OR RELATED TO SUCH THIRD-PARTY PRODUCTS OR SERVICES.

10. INDEMNIFICATION

10.1 *Indemnification by SuiteEarth.* SuiteEarth will defend Customer against any claim, demand, suit, or proceeding brought by a third party alleging that the Services, as provided by SuiteEarth and used by Customer in accordance with this Agreement, infringe or misappropriate such third party's patent, copyright, trademark, or trade secret rights in any jurisdiction in which SuiteEarth has made the Services generally available (a "Claim Against Customer"), and will indemnify Customer from any damages, attorneys' fees, and costs finally awarded against Customer, or for amounts paid by Customer under a settlement approved by SuiteEarth in writing, arising out of such Claim Against Customer.

If the Services become, or in SuiteEarth's reasonable opinion are likely to become, the subject of an infringement claim, SuiteEarth may, at its option and expense: (a) procure for Customer the right to continue using the Services; (b) replace or modify the Services so that they become non-infringing while providing materially equivalent functionality; or (c) if options (a) and (b) are not commercially reasonable, terminate the affected Order Form upon written notice and refund to Customer any prepaid, unused Fees for the remainder of the Subscription Term.

SuiteEarth will have no obligations under this Section 10.1 to the extent any Claim Against Customer arises from: (i) Customer Data; (ii) use of the Services in combination with products, services, or data not provided by SuiteEarth, where the claim would not have arisen but for such combination; (iii) any modification of the Services not made by or on behalf of SuiteEarth; (iv) Customer's use of the Services in violation of this Agreement, the Documentation, or applicable law; or (v) continued use of the allegedly infringing Services after SuiteEarth has provided a non-infringing alternative or instructed Customer to cease such use.

THIS SECTION 10.1 STATES SUITEEARTH'S SOLE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

10.2 *Indemnification by Customer.* Customer will defend SuiteEarth and its Affiliates against any claim, demand, suit, or proceeding brought by a third party arising out of or relating to: (a) Customer Data; (b) Customer's or its Authorized Users' use of the Services in violation of this Agreement, the AUP, or applicable law; or (c) Customer's infringement or misappropriation of a third party's intellectual property rights (a "Claim Against SuiteEarth"), and will indemnify SuiteEarth from any damages, attorneys' fees, and costs finally awarded against SuiteEarth, or for amounts paid by SuiteEarth under a settlement approved by Customer in writing, arising out of such Claim Against SuiteEarth.

10.3 *Procedure.* The Party seeking indemnification (the "Indemnified Party") shall: (a) promptly notify the indemnifying Party (the "Indemnifying Party") in writing of the applicable claim; provided

that failure to provide prompt notice will not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by such failure; (b) grant the Indemnifying Party sole control of the defense and settlement of the claim, provided that (i) the Indemnifying Party may not settle any claim that imposes any liability, obligation, admission of fault, or injunctive relief on the Indemnified Party without the Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned, or delayed), (ii) the Indemnified Party may participate in the defense at its own expense with counsel of its choosing, and (iii) the indemnifying Party shall keep the indemnified Party reasonably informed of material developments; and (c) provide reasonable cooperation and assistance, at the Indemnifying Party's expense. The Indemnified Party shall use commercially reasonable efforts to mitigate any damages subject to indemnification.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFITS, REVENUES, OR GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 General Liability Cap. EXCEPT AS PROVIDED IN SECTIONS 11.3 AND 11.4, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO SUITEEARTH UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LIABILITY (THE "GENERAL CAP").

NOTWITHSTANDING THE FOREGOING, DURING THE TRIAL TERM, SUITEEARTH'S AGGREGATE LIABILITY WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

11.3 Data and IP Super-Caps. WITH RESPECT TO SUITEEARTH'S BREACH OF SECTION 8 OR SECTION 12, SUITEEARTH'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED TWO (2) TIMES THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT (THE "DATA SUPER-CAP").

WITH RESPECT TO SUITEEARTH'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1, SUITEEARTH'S TOTAL AGGREGATE LIABILITY WILL NOT EXCEED THREE (3) TIMES THE GENERAL CAP (THE "IP SUPER-CAP").

For clarity, the caps set forth in this Section 11.3 are inclusive of, and not in addition to, the General Cap, and apply to all claims arising out of or related to the same or related events or circumstances.

11.4 Exceptions. The limitations set forth in this Section 11 will not apply to: (a) Customer's payment obligations under this Agreement; (b) Customer's breach of Section 3.2 or Section 8 ; (c) Customer's indemnification obligations under Section 10.2; or (d) any liability that cannot be limited or excluded under applicable law.

11.5 Time Limitation. Except for claims relating to non-payment or infringement or misappropriation of intellectual property rights, no claim arising out of or relating to this Agreement may be brought by either Party more than eighteen (18) months after the cause of action accrues.

11.6 Basis of the Bargain. The Parties acknowledge that the limitations of liability set forth in this Section 11 are a fundamental element of the basis of the bargain between the Parties and have been taken into account in determining the Fees. The Parties further agree that they would not have entered into this Agreement absent such limitations. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

12. DATA PROTECTION AND SECURITY

12.1 Security Measures. SuiteEarth will maintain a written information security program that includes administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data. Such safeguards will be consistent with commercially reasonable industry standards. SuiteEarth may update its security program from time to time, provided that no such update will materially diminish the overall security of the Services.

12.2 Security Incident Notification. SuiteEarth will notify Customer without undue delay, and in any event within seventy-two (72) hours after becoming aware of a confirmed unauthorized access to or disclosure of Customer Data (a "Security Incident"). SuiteEarth will investigate the Security Incident, take commercially reasonable steps to mitigate its effects, and provide Customer with information reasonably necessary to assist Customer in meeting its legal obligations, taking into account the nature of the Services and the information available to SuiteEarth.

12.3 Subprocessors. SuiteEarth may engage Subprocessors to process Customer Data in connection with providing the Services. Upon Customer's written request, SuiteEarth will provide a current list of Subprocessors. SuiteEarth will provide at least thirty (30) days' prior written notice before engaging any new Subprocessor that will process Customer Data. Customer may reasonably object to a new Subprocessor on reasonable data protection grounds within such period. If the Parties are unable to resolve the objection in good faith, Customer may terminate the affected Order Form upon written notice and receive a pro-rata refund of any prepaid Fees for the remainder of the Subscription Term.

12.4 Audit Rights. No more than once per twelve (12) months (and more frequently following a Security Incident affecting Customer Data), Customer may: (a) request and review reasonable documentation describing SuiteEarth's information security program and controls; and (b) submit a reasonable written information security questionnaire, to which SuiteEarth will respond within a reasonable period. Any additional audit rights, including on-site audits, will require a mutually agreed written audit agreement and will be subject to reasonable confidentiality, scope, timing, and cost limitations.

12.5 Data Residency. Customer Data is stored, maintained, and processed within Customer's Oracle NetSuite Account, which serves as the system of record for all Customer Data. SuiteEarth does not independently persist Customer Data outside of the NetSuite environment.

To the extent SuiteEarth or its Subprocessors access or process Customer Data in connection with providing the Services, such access and processing is performed on a transient basis and will not involve the intentional transfer or storage of Customer Data outside the data region associated with Customer's NetSuite Account, except as reasonably necessary for (a) security monitoring, (b) technical support, (c) disaster recovery and business continuity, or (d) compliance with applicable law.

13. AI-SPECIFIC TERMS

13.1 No Training on Customer Data. SuiteEarth will not use Customer Data or Authorized User prompts to train foundation or general-purpose AI models made available to other customers. SuiteEarth may use aggregated or de-identified information derived from Customer's use of the Services to operate, improve, and enhance the Services, including improving tenant-specific configurations, retrieval mechanisms, and automated features, provided such information does not identify Customer or any individual.

13.2 AI Subprocessors. The Services may incorporate models or services from third-party artificial intelligence providers ("AI Subprocessors"). AI Subprocessors are deemed Subprocessors under Section 12.3 and are subject to the provisions of that Section. SuiteEarth will make available a current list of AI Subprocessors in accordance with Section 12.3.

Customer's use of AI-enabled features is subject to any applicable usage restrictions made available by SuiteEarth or required by such AI Subprocessors. Customer shall not submit any prompts or Customer Data through the Services that violate applicable law or such restrictions.

13.3 Human Oversight and Validation. Customer acknowledges that AI Output may be inaccurate, incomplete, or non-deterministic and may contain errors or omissions. Customer is solely responsible for independently reviewing, validating, and determining the appropriateness of any AI Output prior to any use or reliance. Customer shall not rely on any AI Output without appropriate human review and judgment, including for any regulatory filing, financial reporting, sustainability disclosure, or other material business decision. Customer's use of the Services does not replace its independent judgment or professional obligations. To the maximum extent permitted by applicable law, SuiteEarth shall have no liability arising from Customer's use of or reliance on AI Output without such independent validation.

13.4 Prohibited Inputs. Customer shall not submit to the Services any sensitive or highly regulated data, including government-issued identification numbers, health information, biometric data, or financial account information, unless expressly authorized in an applicable Order Form or separate written agreement and subject to any required safeguards.

13.5 EU AI Act Compliance. To the extent the Services are subject to the EU AI Act (Regulation (EU) 2024/1689), SuiteEarth will use commercially reasonable efforts to comply with its obligations as a provider under such regulation, as applicable to the Services. SuiteEarth may, upon Customer's reasonable written request, make available information reasonably necessary to support Customer's compliance obligations, provided that such information is limited to what is within SuiteEarth's

possession or control and does not require disclosure of proprietary or confidential information. Customer remains solely responsible for its own compliance obligations under applicable laws and regulations.

13.6 Model Changes. SuiteEarth may update or modify the AI models or automated features used in the Services from time to time. Where SuiteEarth makes material changes that are reasonably expected to affect the functionality of AI-enabled features, SuiteEarth will use commercially reasonable efforts to provide advance notice. SuiteEarth does not guarantee continued availability of any specific model, version, or feature and is not obligated to maintain prior versions; however, where commercially feasible, SuiteEarth may provide a reasonable transition period.

13.7 Explainability for Regulated Outputs. Where AI Output is used by Customer for regulatory, financial, or public sustainability disclosures (including CSRD, SEC climate-related disclosures, ISSB, or GHG Protocol reporting), the Services may provide supporting information such as source data references, calculation components, or confidence indicators to assist Customer's internal review processes. Customer is solely responsible for independently reviewing, validating, and documenting such outputs, including maintaining any audit trails or records required for compliance with applicable laws or frameworks.

14. INSURANCE

14.1 Coverage. During the Subscription Term, SuiteEarth will maintain, at its own expense, insurance coverage with financially sound insurers, including at minimum: (a) Commercial General Liability insurance with limits of not less than US\$1,000,000 per occurrence and US\$2,000,000 in the aggregate; (b) Cyber Liability and/or Technology Errors & Omissions insurance with limits of not less than US\$500,000 per claim and in the aggregate; and (c) Professional Liability (Errors & Omissions) insurance with limits of not less than US\$1,000,000 per claim and in the aggregate. Such coverages may be satisfied through a combination of primary and umbrella/excess policies.

14.2 Certificates. Upon Customer's reasonable written request, SuiteEarth will provide a certificate of insurance evidencing the coverages required under Section 14.1.

15. GENERAL PROVISIONS

15.1 Force Majeure. Neither Party will be liable for any failure or delay in performance under this Agreement (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, labor disputes, failures of utilities or Internet service providers, cyberattacks not attributable to such Party's failure to maintain reasonable security measures, or governmental actions.

15.2 Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; provided that either Party may assign this Agreement without such consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or business, so long as such assignee is not a direct competitor of the non-assigning Party, as reasonably determined by such non-assigning Party. Any permitted assignee

shall assume all obligations of the assigning Party under this Agreement. Any assignment in violation of this Section will be null and void.

15.3 Governing Law; Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the dispute resolution provisions set forth in any applicable agreement between the Parties, or, if none, by binding arbitration administered by JAMS under its Streamlined Arbitration Rules, conducted in Wilmington, Delaware, United States of America, before a single arbitrator. The arbitration shall be conducted in the English language, and the arbitrator's award may be entered in any court of competent jurisdiction.

15.4 Dispute Resolution; Venue. Any dispute arising out of or relating to this Agreement will be finally resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules. The arbitration will take place in the State of Delaware, USA, in the English language, before a single arbitrator. The arbitrator will have authority to grant any remedy available at law or in equity, and the award may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights or Confidential Information. The Parties consent to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, USA, solely for (a) actions permitted under the preceding sentence and (b) actions to enforce any arbitral award.

15.5 Notices. All notices under this Agreement must be in writing and shall be deemed given upon: (a) personal delivery; (b) the second business day after sending by nationally recognized overnight courier; or (c) the first business day after sending by email (provided no "bounce-back" or similar notice of non-delivery is received).

Legal notices to SuiteEarth shall be sent to legal@suiteearth.ai, with a copy to SuiteEarth Technologies Pvt. Ltd., Q1A1, 10th Floor, Cyber Towers, HITEC City, Madhapur, Hyderabad, 500081, India, Attn: General Counsel. Legal notices to Customer shall be sent to the addresses (email and postal) specified on the Order Form. Operational notices may be provided through the Services.

15.6 Entire Agreement; Order of Precedence. This Agreement, together with all applicable Order Forms and documents incorporated by reference, constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior or contemporaneous proposals, agreements, or representations. Any terms in a Customer purchase order or similar document are void and of no effect. In the event of a conflict, the order of precedence will be: (1) the applicable Order Form; (2) this Agreement; and (3) the AUP.

15.7 Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties; provided that SuiteEarth may update the Documentation

from time to time, provided such updates do not materially diminish the overall functionality or security of the Services during an active Subscription Term.

15.8 Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the waiving Party. The failure of either Party to enforce any right or provision will not constitute a waiver of such right or provision.

15.9 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be enforced to the maximum extent permitted by applicable law, and the remaining provisions will remain in full force and effect. The invalid, illegal, or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid and enforceable while most closely reflecting the Parties' original intent.

15.10 Independent Contractors; No Third-Party Beneficiaries. The Parties are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, or employment relationship. There are no third-party beneficiaries under this Agreement.

15.11 Publicity. SuiteEarth may identify Customer as a customer of the Services, including use of Customer's name and logo in marketing materials and website, subject to Customer's reasonable brand guidelines; provided, however, that for Order Forms with annual Fees of US\$25,000 or greater, such use will require Customer's prior written consent (email sufficient). Any expanded use, including case studies, testimonials, or similar materials, will require Customer's prior written consent. Customer may withdraw any consent granted under this Section upon written notice, after which SuiteEarth will cease such use within a reasonable period.

15.12 Export; Sanctions; Anti-Corruption. Each Party will comply with all applicable export control, economic sanctions, and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Customer represents that it is not located in, organized under the laws of, or ordinarily resident in any country subject to comprehensive U.S. embargoes, and is not listed on any U.S. government list of prohibited or restricted parties.

15.13 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Signatures delivered electronically (including via DocuSign, Adobe Sign, or similar means) shall have the same legal effect as original signatures.

15.14 Language; Headings; Interpretation. The English language version of this Agreement shall control. Headings are for convenience only and shall not affect the interpretation of this Agreement. The term "including" means "including without limitation."