

Terrascope SaaS Terms and Conditions

1 General

- 1.1 By purchasing, accessing, or using the Terrascope Product (defined below), you conclude a legally binding agreement with us, which consists of:
- (a) the Sales Order;
 - (b) these Terms and Conditions, including the Annexures to these Terms and Conditions, and any supplemental(s), amendment(s), EF Supplemental Obligations (see below), or other written terms agreed and incorporated between us from time to time;
 - (c) our Privacy Policy;
 - (d) our Acceptable Use Policy;
 - (e) any Operational Document agreed between us.

(Collectively, the “**Agreement**”)

- 1.2 If there is any inconsistency between the parts of this Agreement listed in Clause 1.1 above, the Agreement shall apply in the order of precedence as set out above.
- 1.3 You accept the Agreement without limitation or qualification, and agree to comply with the Agreement at all times.

2 Definitions

- 2.1 Words and expressions in these Terms and Conditions shall have the following meanings unless the context otherwise requires:

“**Acceptable Use Policy**” means the acceptable use policy which sets out the acceptable and unacceptable uses of our Terrascope Product. Our Acceptable Use Policy can be found on the Terrascope Website;

“**Affiliates**” means an entity directly or indirectly controlling, controlled by, or under direct or indirect common control. In the case of Terrascope’s affiliates, this definition shall include without limitation Terrascope’s parent company, related companies and subsidiaries. “control” here means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise;

“**API**” means application programming interface;

“**Authorised Users**” means your employees, agents and/or independent contractors who are expressly authorised by you to access and use the Terrascope Products in accordance with this Agreement;

“**Business Day**” means a day other than a Saturday, Sunday, or a day declared to be a public holiday in either (i) Singapore when banks in Singapore are open for business, or (ii) a day declared to be a public holiday by either a national or local government of India at the relevant Terrascope office in India;

“**Confidential Information**” means all information (whether written or oral) which is not generally publicly available or is proprietary to the disclosing party. For the avoidance of doubt, Confidential Information in the case of Terrascope as disclosing party, shall include without limitation, all know-how, trade secrets, financial, commercial, technical, tactical, or strategic information of any kind and information relating to its business, affairs, plans, customers, clients, suppliers, service providers, reports, recommendations, advice or tests, source and object codes of software incorporated into the Terrascope Product, any information obtained or received or accessed by you as a result of or in connection with the entry or performance of the Agreement. Without prejudice to the generality of the foregoing, any information which you have received or will receive from Terrascope that is marked as “Confidential”;

“Content” means any content, text, information, data, report, document, software, executable code, images, material and instructions, in whatever medium or form, provided by you to Terrascope that are reasonably required by Terrascope in order to enable you and/or the Authorised Users to use or access the Terrascope Product;

“Customer Application” means any application developed by you that is integrated with the Terrascope Product;

“Customer Personal Data” means any Personal Data which Terrascope processes on your behalf for the purposes of providing the Terrascope Products;

“Data Protection Laws” means all applicable laws relating to data protection, including the collection, disclosure, use, storage, transfer or Processing of Personal Data, including the PDPA, and where applicable, the GDPR;

“EF User Subscriptions” means special User Subscriptions with authorised access to emissions factor data.

“GDPR” means the General Data Protection Regulation (EU);

“Greenwashing” means:

- (a) a form of spin in which marketing is used – often deceptively – so as to present an environmentally responsible public image; or
- (b) any action, plan, behaviour, or stance, that misleads consumers, regulators, governmental authorities, interest groups, or any other persons and groups regarding your environmental practices, or the environmental responsibility of your products, services, or operations.

“Intellectual Property Rights” shall include all copyright and moral rights, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, know-how, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recovery of damages and obtainment of relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

“Operational Document” means a document agreed between you and Terrascope that sets out any implementation or operational requirements which are to be incorporated into the Agreement. See Annexure A to this Agreement for further details;

“Commencement Date” means the commencement date of the respective Terrascope Products as specified in the relevant Sales Order;

“PDPA” means the Personal Data Protection Act 2012 of Singapore;

“Personal Data” shall have the meaning as prescribed by the applicable laws relating to data protection.

“Platform” or **“Terrascope Platform”** means the Terrascope SaaS platform offering, and any mobile websites, mobile applications, and any other website, platform, or technology offering owned and/or operated by Terrascope from time to time;

“Price” means monetary consideration in exchange for Terrascope Products;

“Privacy Policy” means Terrascope’s privacy policy found on the Terrascope Website, as may be updated from time to time;

“Process” in relation to Personal Data shall have the meaning as prescribed by the applicable laws relating to data protection, but whose definition typically encompasses or includes (non-exhaustively) an

act or function to carry out any operation or set of operations in relation to Personal Data, and includes recording, holding, organisation, adaptation/alteration, retrieval, combination, transmission, or erasure/destruction. "Processed" and "Processing" shall have the corresponding meaning as a verb for the same;

"Professional Services" shall have the meaning ascribed to it in Clause 1.1 of Annexure A;

"Purchase" means the purchase and/or subscription of the Terrascope Products from Terrascope;

"SaaS" means software-as-a-service.

"Sales Order" means the sales order, invoice, quotation, email, document or electronic interface which you sign or otherwise indicate your agreement to, for the purchase, subscription or order of Terrascope Products;

"Security Event" means:

- (a) any unauthorised third-party access to the Platform or other Terrascope Product; and/or
- (b) any use of the Terrascope Product by you and/or any Authorised User that is in breach of the Agreement and has the potential to materially impact the Terrascope Product or any other customer of Terrascope, as may be determined by Terrascope in its sole and absolute discretion; and/or
- (c) any Vulnerability or Virus introduced into the Platform and/or the Terrascope Products by (or facilitated through) you and/or any Authorised User;

"Services" means any service set out in the relevant Sales Order which Terrascope provides to you in accordance with the Agreement including, where applicable, Professional Services, Support Services, and any other services provided through the Terrascope Products;

"Service Level" means the service level set out in Clause 1.1 of Annexure B;

"Subscription Term" means the length of time the purchase and/or subscription of the Terrascope Product, as set out in the relevant Sales Order, is valid for. Unless otherwise specified by Terrascope in writing, the Terrascope Product you purchase is valid for 12 months from the Commencement Date set out in the Sales Order;

"Support Services" shall have the meaning ascribed to it in Clause 1.1 of Annexure B;

"Terrascope" means Terrascope Pte. Ltd. (Company Registration no. 202133623C), with a registered business address of 7 Straits View, #20-01, Marina One East Tower, Singapore 018936;

"Terrascope Website" means Terrascope's website: www.terrascope.com;

"Terrascope Product(s)" means the Terrascope Platform, and/or Services and/or other service, package, subscription, tool, content, support, technology offering (or a combination thereof), including updates and upgrades;

"User Subscriptions" means the user subscriptions purchased by you which entitle Authorised Users to access and use the Terrascope Products and as quantified in the Sales Order;

"Virus" means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“**Vulnerability**” means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term “Vulnerabilities” shall be interpreted accordingly.

3 Order, Term, and Licensing

3.1 The Terrascope Product must be purchased with a written Sales Order. That Sales Order forms part of this Agreement on the date the Sales Order is agreed between us.

3.2 Subject to the Sales Order being agreed in accordance with the Agreement, your compliance with the Agreement, and your purchase of the correct Terrascope Product, Terrascope hereby grants you a non-exclusive, non-transferable, royalty-free, and revocable license to:

- (a) download, install, access, and use the Terrascope Products purchased by or made available to you and/or permit the Authorised Users to use the Terrascope Products; and
- (b) provided we have agreed to such proposal, to integrate the Terrascope Product into any Customer Application, to use the Terrascope Product in association with your Intellectual Property Rights, to permit Authorised Users to run Customer Applications, and to use the Terrascope Products (as integrated with Customer Applications) in accordance with the Agreement.

The rights provided under this clause are granted to you only, and shall not be considered granted to any of your Affiliates or any other third parties, unless otherwise agreed in writing by Terrascope.

3.3 You shall be liable for all activities conducted using your Terrascope Product and you shall not use the Terrascope Product in any way that adversely prejudices and/or harms Terrascope and/or its Affiliates and their respective officers, employees, agents, partners or customers.

3.4 The Terrascope Products purchased by you is for you and your Authorised Users' use only in accordance with the Agreement, and cannot be sold, assigned, or transferred to any other person. You shall not transfer, sublicense or assign any of your rights and obligations under the Agreement without Terrascope's prior written consent.

3.5 If Terrascope is at any time instructed by you to provide any additional technology function and/or offering and/or service not envisaged or beyond the scope of the Agreement relating to Terrascope Products that Terrascope considers, in its sole and absolute discretion, to be in the nature of an increase in the scope of work set out in the Agreement, Terrascope shall provide you with a written estimate of its reasonable adjustment to the Price as set out in the relevant Sales Order.

3.6 The Terrascope Product being offered to you, and as stated in the Sales Order, may include the purchase of Services. Any agreement between you and Terrascope:

- (a) in respect of any purchase of Support Services, shall be subject to the terms and conditions of the Service Level set out in Annexure B; and
- (b) in respect of any purchase of Professional Services, shall be subject to the terms and conditions set out in Annexure A.

4 Price and Product Revisions

4.1 Terrascope reserves the right to:

- (a) revise the Price of any of the Terrascope Products at any time and without prior notice to you;
- (b) vary types and quantities of add-ons, functions, features, services and/or other Terrascope Products that may be offered to you by Terrascope at any time without prior notice to you.

5 Payment and Tax

5.1 You are solely responsible for any payment method that you have chosen and Terrascope shall not be held responsible or liable for any damage or loss suffered by you in connection with your chosen payment method. You acknowledge that Terrascope is only obligated to commence Terrascope Products upon

your acceptance of the Agreement and actual receipt by Terrascope of all due and payable fees in connection with the Purchase being made.

- 5.2 You shall be responsible for the payment of all applicable taxes, withholding tax, duties, or levies in respect of your Purchase.
- 5.3 In the event you fail to make payment of any Price, taxes, duties, levies, withholding tax, costs, or any other fees or charges outstanding in respect of your Purchase, Terrascope shall be entitled to take such steps against you to recover the amounts owed, including commencing legal proceedings against you for the recovery of the same. You agree to indemnify and hold harmless Terrascope against all costs and expenses, including legal fees, which Terrascope may reasonably incur in the taking of such steps. Terrascope shall also have the right to suspend or terminate your use and/or access to any Terrascope Product if any amounts owed and described in this clause remain unpaid.
- 5.4 Terrascope in its sole and absolute discretion reserves the right to refuse any payment method without explanation to you.
- 5.5 Unless otherwise specified and agreed by Terrascope in writing, there shall be no refund of any fees, costs, or charges to the extent permitted by law.

6 Representations and Warranties

- 6.1 You shall:
- (a) ensure that the maximum number of Authorised Users that you authorise to access and use the Terrascope Products shall not exceed the number of User Subscriptions you have purchased under the relevant Sales Order;
 - (b) ensure that the maximum number of Authorised Users that you authorise to access and use the Terrascope Products shall not exceed the number of EF User Subscriptions you have purchased under the relevant Sales Order;
 - (c) disable any Authorised Users access promptly upon termination or suspension of such Authorised User's employment or services with you;
 - (d) procure each of your Authorised Users to exercise a high degree of care and security in keeping their password confidential.
- 6.2 You shall, and shall procure that your Authorised Users shall:
- (a) comply with the Agreement in connection with the use of the Terrascope Products. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that you shall remain fully responsible to Terrascope for the Authorised Users' acts and omissions in connection with the use of the Terrascope Products;
 - (b) ensure that all Content supplied to Terrascope is not: (i) unlawful or fraudulent; (ii) has not been uploaded or provided for an improper purpose; (iii) does not contain any discriminatory, defamatory, abusive, inappropriate, obscene or offensive language; (iv) is true, current and accurate; (v) does not contain any Virus and/or Vulnerability; (vi) does not provide any false or misleading information or misrepresent any law or fact, or overstate or convey a false impression of any relevant information; (vii) is not disparaging or prejudicial to or shall negatively affect Terrascope or its reputation; (viii) does not exploit Terrascope's business, or cause Terrascope to be exposed to liability and/or reputational damage as a result of any alleged Greenwashing;
 - (c) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Terrascope Product and, in the event of any such unauthorised access or use, promptly notify Terrascope.
- 6.3 You shall not, and shall procure that your Authorised Users shall not:
- (a) allow any User Subscription to be used by more than one individual Authorised User;
 - (b) share the User Subscription for the Terrascope Products with any third party and/or transfer such User Subscription accounts to any third-party;
 - (c) license, sub-license, sell, rent, lease, transfer, assign, access, or otherwise commercially exploit Terrascope Products;
 - (d) copy, modify, duplicate, frame, mirror, republish, display, all or any portion of the Terrascope Product or any technology or system used by Terrascope in connection with providing the Terrascope Products, in any form or media or by any means;

- (e) de-compile, reverse compile, disassemble, reverse engineer, discover any trade secret contained in or otherwise reduce to human-perceivable form all or any part of the Terrascope Platform or other technology and/or system under the suite of Terrascope Products;
 - (f) use any Terrascope Products to process, transmit or otherwise make available any content and/or material that infringes or misappropriates the Intellectual Property Rights and/or proprietary rights of any third-party;
 - (g) build a product or service using similar ideas, features, functions or graphics to any Terrascope Products;
 - (h) introduce or permit the introduction of, any Virus and/or Vulnerability into Terrascope Products, network, or information systems, including but not limited to the Platform and/or any other Terrascope Products.
- 6.4 You represent and warrant to us that at all times:
- (a) you hold all necessary authorisations, licenses, consents, approvals, to publish or disseminate the Content to Terrascope, and to input into the Platform and/or Terrascope Products the Content without infringing the rights of any third-party, including any third-party Intellectual Property Rights, and without violating any law, and all Content submitted by you to Terrascope does not violate or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copyright, and rights of privacy, and there shall not be contained in or incorporated into the Content and each and every part provided by you to Terrascope, anything which would infringe or misappropriate any Intellectual Property Rights, any other personal or proprietary right, or any publicity or privacy right of any third-party and no third-party shall have any right to assert any claim of ownership or for infringement or misappropriation of any Intellectual Property Right as to any portion of the Content;
 - (b) you will comply with all applicable laws, rules, and regulations;
 - (c) you will comply with all your obligations set out in the Agreement.
- 6.5 You acknowledge and agree that:
- (a) your and your Authorised Users' ability to use Terrascope Products may be affected by minimum system requirements or other factors;
 - (b) you shall be solely responsible for the set-up and configuration of your hardware, equipment, software, network and/or systems and ensure they comply with any relevant specifications provided by Terrascope from time to time;
 - (c) you shall be solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your hardware, equipment, software, network and/or systems to Terrascope's systems, and you shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to such network connections or telecommunications links or caused by the internet;
 - (d) you shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to any integration of the Terrascope Products with any Customer Applications, and any such integration shall be at your own risk;
 - (e) Terrascope is under no obligation to review the Content, and the inclusion of the Content by Terrascope in the Terrascope Products shall not constitute acceptance by Terrascope that such Content complies with the Agreement;

7 Intellectual Property

- 7.1 Subject to the limited rights expressly granted to you in Clause 3.2, you acknowledge and agree that Terrascope owns and retains all rights, titles and interest in and to the Terrascope Products, including its Platform and Services, including any and all Intellectual Property Rights, methods, materials, technologies, tools (including software tools), design code, templates, applications, techniques and other know-how developed by or for Terrascope. Terrascope shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to Terrascope Products and any new APIs, programs, upgrades, modifications or enhancements to Terrascope Products developed by Terrascope, including those developed for you or at your request.
- 7.2 Except as expressly stated herein, nothing in this Agreement grants you any rights to, under or in, Intellectual Property Rights, or any other rights or licences in respect of the Terrascope Products. Save as otherwise provided for in the Agreement, you may not use any of Terrascope's Intellectual Property Rights without Terrascope's prior written consent. All other names, products and marks mentioned are the Intellectual Property Rights of their respective owners. All rights not expressly granted herein are reserved to Terrascope.
- 7.3 Nothing in this Agreement shall be construed or deemed as granting or providing to you any right, license, interest or permission to use or deal with any Intellectual Property Rights of Terrascope in any way

including the right to copy, transfer, publish, store or create derivative works or use the same, and the right to use any of Terrascope's Intellectual Property Rights (including registered and unregistered trademarks and trade names) in an unauthorised manner.

- 7.4 You shall own all Intellectual Property Rights in the Content that you have supplied to Terrascope for the purposes of using the Terrascope Products. You acknowledge and agree that you have sole responsibility for the use of any third-party Intellectual Property Rights included in the Content. Terrascope shall not be responsible for the legality, reliability, quality, accuracy and/or functionality of the Content in the form in which it is provided to Terrascope or as modified upon and in accordance with your instructions for inclusion into any Terrascope Products.
- 7.5 You will immediately notify us if you become aware of any matter or Content that may infringe the Intellectual Property Rights of a third-party.
- 7.6 You hereby grant to Terrascope a worldwide, non-exclusive, non-transferable right during the Subscription Term to carry out any acts that would otherwise be restricted by any of your Intellectual Property Rights, whether in the Content and/or all Customer Applications or otherwise, for the sole purpose of enabling Terrascope to:
- (a) use your name and logos for marketing or distribution activities, including but not limited to, using such name and logos in Terrascope's advertisements, websites and/or other publicity materials for promotions whenever appropriate;
 - (b) to provide the Terrascope Products and/or Services to you; and
 - (c) as part of our performance of this Agreement or otherwise in connection with our business, generate data, or create works and materials that (i) are derived from, or based on, your data in an anonymised form; and (ii) utilises anonymised aggregated user and other data collected by us regarding the Content or its use.

8 Third Party Services, Third Party Content, and EF Data

- 8.1 You acknowledge and agree that:
- (a) Subject to Clause 8.3 below, certain features of the Terrascope Products (or aspects thereof) may incorporate certain services ("**Third Party Services**") provided by third-party service provider(s) ("**Third Party Provider(s)**"), and the fullest extent of Terrascope's obligations in connection with Third Party Services is to only facilitate the making available of Third Party Services by Third Party Provider(s) (as principal(s) in their own right) to you on a pass-through basis and "as received" by you, and the Third Party Providers' performance of Third Party Services are the sole responsibility of Third Party Providers;
 - (b) the Terrascope Products may display, publish or make available content that is not provided or published by Terrascope (including for example, environmental data from for-profit, non-profit, and governmental entities, or content from Terrascope's business partners) ("**Third Party Content**"), and further acknowledge and agree that such Third Party Content is the sole responsibility of the entity that makes it available, and Terrascope is not responsible for such Third Party Content, and Terrascope does not routinely monitor such Third Party Content. Terrascope makes no representations or warranties as to the veracity or accuracy of such Third Party Content, the reproduction and use of which may be governed by the Third Party Content provider's own terms and conditions;
 - (c) any use by you or your Authorised Users of any content submitted by any third-party or which is made available through the Terrascope Products (including Third Party Content) is entirely at your own risk. Terrascope does not verify and is not in a position to verify any other party's rights to submit any content on or through Terrascope Products, and Terrascope takes no responsibility and assumes no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or losses, for any content submitted or made available through the Terrascope Products by any third-party (including Third Party Content).
- 8.2 Terrascope sources and utilises emission factor data and other pertinent information ("**EF Data**") from multiple sources to calculate emissions and carbon footprint. Each source or provider of EF Data may have their own Third Party Content terms and conditions that may in turn impose restrictions, permissions, limitations, obligations, attribution, or other requirements on you depending on your purpose and utilisation of EF Data ("**EF Obligations**"). You are ultimately responsible for ensuring compliance with the relevant EF Obligations.
- 8.3 Terrascope may, from time to time, notify you in writing of further conditions, restrictions, permissions, limitations, obligations, attributions, or other requirements, in addition to the EF Obligations which you are

bound to comply with as part of this Agreement ("**EF Supplemental Obligation**"). These EF Supplemental Obligations are necessary for Terrascope to comply with the relevant EF Data provider's EF Obligations imposed on Terrascope and to allow Terrascope to make available to you the EF Data through the Platform and other Terrascope Products. Subject to future EF Supplemental Obligation notices amending or supplementing, the following EF Supplemental Obligations shall apply:

- (a) for emission factors from the International Energy Agency ("**IEA Factors**"), you are permitted to view the specific IEA Factors in the Platform or in PDF reports generated through the Platform. You are also permitted to further disclose IEA Factors in your sustainability reports to third parties for the purposes of emissions reporting and/or audits and only to the extent required by a regulatory authority to do so. You are not permitted to widely distribute or reproduce IEA Factors in reports issued to the public such as in a financial year-end annual report.
- (b) for greenhouse gas emission factors from the United Kingdom's Department for Business, Energy, & Industrial Strategy ("**GHG Conversion Factors**"), you are permitted to freely copy, publish, distribute, and transmit GHG Conversion Factors. This Clause 8 serves as notice to you of our attribution obligations under the United Kingdom's "Open Government Licence" (<https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>) and our acknowledgement of the source of GHG Conversion Factors from: <https://www.gov.uk/government/publications/greenhouse-gas-reporting-conversion-factors-2022>.
- (c) for emission factors from "ecoinvent," ("**Ecolnvent Data**") you are permitted to publish or disclose Insubstantial Amounts if and to the extent they are not made available in a separate downloadable format. Publication or other disclosure of Calculated Data is also permitted if and to the extent such reproduction is: (i) presented in a static report and in aggregated form in such manner that the viewers cannot reverse engineer, back-calculate, process, translate, re-convert, extract or in any other way see or perceive in any other way the original underlying data; and (ii) is on an occasional basis; where, for the avoidance of doubt, "occasional" refers qualitatively to a limited amount of publications or other disclosures, but also qualitatively in any and all cases to the exclusion of creating database-like and/or competing products that are substantially derived from the Ecolnvent Data and/or could constitute a substitute for Ecolnvent Data. "**Insubstantial Amounts**" shall mean any excerpts or portions of Ecolnvent Data related to the Calculated Data that are: (i) not more than maximum five (5) data points with regard to the quantity required for transparency reasons (e.g., for proof of ecoinvent as data source; and (ii) which, when reproduced and/or disseminated in any way (on their own or when compiled together), do not affect ecoinvent's ability to license the relevant Ecolnvent Data and/or do not serve as a substitute for the relevant Ecolnvent Data. "**Calculated Data**" means: new data computed by using the Ecolnvent Data.

9 **Indemnities and Limitation of Liability**

- 9.1 You shall indemnify and hold harmless Terrascope and its Affiliates and its and their respective directors, officers, employees, agents, contractors, third-party service providers and partners from and against:
 - (a) any and all liabilities, actions, proceedings, claims, demands, costs and expenses (including legal expenses) arising out of or in connection with:
 - (i) your use of any Terrascope Products provided by Terrascope to you;
 - (ii) the Content;
 - (iii) any reports, declarations, calculations, or other informational submissions that are produced through, derived from, or otherwise connected (in whole or in part) to the Terrascope Platform or other Terrascope Product and for the purpose of providing a sustainability report (or other type of reporting) to any regulator, governmental authority, or any other entity, and irrespective of whether that reporting is mandatory or voluntary ("**Sustainability Report**");
 - (iv) Your violation of the Agreement;
 - (v) claims from third parties arising out of your cancellation and/or termination of the Agreement; and/or
 - (vi) any negligent act, omission or wilful conduct, misconduct or fraud of you, or your Authorised Users, officers, employees, agents, or independent contractors; and
 - (vii) any dispute, contention, or claim of ownership of the Content.
- 9.2 You shall indemnify Terrascope against any and all liability, loss, damage, costs and expenses which Terrascope or a third-party may incur or suffer whether direct or consequential (including any economic loss or other loss of profits, business or goodwill) as a result of any dispute or contractual, tortious or other claims or proceedings brought against Terrascope by a third-party alleging infringement of its Intellectual Property Rights by reason of your use or exploitation of the Terrascope Products and/or the Content.
- 9.3 You shall also indemnify Terrascope against any and all liability, loss, damage, costs and expenses which Terrascope or a third party may incur or suffer whether direct or consequential (including any economic

loss or other loss of profits, business or goodwill) as a result of any dispute or contractual, tortious or other claims or proceedings brought against Terrascope by a third-party in connection with any claim(s) of Greenwashing by reason of your use or exploitation of the Terrascope Products and/or publication of the Content.

9.4 Each indemnity in these Terms and Conditions is a continuing obligation and survives expiry or termination of the Agreement or expiry of any Subscription Term.

9.5 **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TERRASCOPE'S AGGREGATE LIABILITY FOR ANY CLAIMS UNDER OR PURSUANT TO THE AGREEMENT EXCEED THE AGGREGATE FEES ACTUALLY PAID BY YOU FOR THE PRECEDING TWELVE (12) MONTH PERIOD AT THE POINT IN TIME WHEN THE CLAIM(S) IS/ARE MADE AGAINST TERRASCOPE.**

9.6 Notwithstanding any other provision in the Agreement and to the maximum extent permitted by applicable law, under no circumstances shall Terrascope be liable for any direct, indirect, consequential or special loss or damage relating to (i) disruptions or interruptions to the internet that may affect the use of the Terrascope Product; (ii) errors, delays or technological failures that may prevent Terrascope from providing Terrascope Products or related services or continuous operation of the Platform; (iii) loss of your data or Content; (iv) damage, disruption or injury to your webpage or website; (v) any delay or failure in performance, service level drops or non-performance due to the integration of the Terrascope Products with any Customer Applications and/or your Intellectual Property Rights or otherwise caused by any third-party; and/or (viii) any delay or failure in performance caused by events beyond the reasonable control of Terrascope, even if Terrascope was advised of the possibility of such damages or if such possibility was reasonably foreseeable.

10 **Disclaimers**

10.1 You expressly understand and agree that:

- (a) **YOUR USE OF THE TERRASCOPE PRODUCTS AND SERVICES, AND ANY INTEGRATION THEREOF WITH ANY CUSTOMER APPLICATION IS AT YOUR OWN RISK. THE TERRASCOPE PRODUCTS AND SERVICES ARE PROVIDED BY TERRASCOPE ON AN "AS IS" BASIS. TERRASCOPE EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, PERFORMANCE, SECURITY, CONTINUED AVAILABILITY, OR INTER-OPERABILITY WITH OTHER SYSTEMS OR SERVICES;**
- (b) Terrascope makes no warranty that:
 - (i) The Terrascope Products will meet your requirements;
 - (ii) your use of the Terrascope Products and/or the Services will be uninterrupted, timely, secure and error-free;
 - (iii) the Terrascope Products and/or Services will be accessible at any time or at all times via the channel selected or used by you;
 - (iv) the quality of the Terrascope Products, information or other material purchased or obtained by you from Terrascope will meet your expectations;
 - (v) any errors in the Terrascope Products and/or Services will be corrected; and
 - (vi) the information and content provided on the Platform is complete, accurate, or current;

10.2 For the avoidance of doubt, no advice or information, whether oral or written, obtained by you from Terrascope or its employees or agents shall create any condition, warranty or guarantee not expressly stated in the Agreement.

11 **Personal Information and Personal Data**

11.1 It is your responsibility to ensure that all personal information, Content and contact details that you provide to us are true, accurate and current at all times and that the email address and mobile number you provide to us are functioning and regularly monitored. You shall promptly advise us of any changes to your contact details. Terrascope shall not be responsible for your failure to receive invoices, or other information from Terrascope if such failure is due to an error in the personal information that you have provided. Terrascope is not obliged to reissue, amend or cancel any Sales Order to correct errors or omissions in your personal or billing information.

- 11.2 You acknowledge that Terrascope may collect, use, store, and disclose your Personal Data for the purposes as set out in our Privacy Policy, and all Personal Data provided by you is subject to our Privacy Policy.
- 11.3 Terrascope shall comply with the Data Protection Laws relating to the collection, use, disclosure and retention of Personal Data.
- 11.4 You undertake that you will comply with all Data Protection Laws. If you provide to Terrascope any Personal Data relating to a third-party (including in the Customer Personal Data), by submitting such information to us, you warrant and represent to us that you have obtained the consent of such third-party to you providing us with their Personal Data for the collection, use, and disclosure of their Personal Data for all purposes set out in our Privacy Policy, by or for the benefit of the persons referenced in the same, and the provision of the Terrascope Products to you.

12 Term and Termination

- 12.1 Subject always to Terrascope's right to revise the Price without notice to you under Clause 4.1, and unless otherwise agreed by Terrascope in writing or stated in the Sales Order, your subscription will automatically renew at the expiration of your current Subscription Term and at the prevailing Price set at the expiration of your current Subscription Term. If you do not wish to renew your Subscription Term, you must provide at least thirty (30) days prior written notice to Terrascope prior to the end of your existing Subscription Term by emailing sales@terrascope.com.
- 12.2 Terrascope may immediately terminate any Sales Order and/or the Agreement, terminate or suspend your access to all or part of the Terrascope Products, or remove any of your Content:
- (a) if you fail to pay any amount due to Terrascope (save for any amount subject to a good faith dispute) under the Agreement;
 - (b) if you commit a material breach of any of your obligations under the Agreement;
 - (c) if any of the representations or warranties you make pursuant to the Agreement are incorrect;
 - (d) if required by any law or regulation, or by any enforcement or other government agency or regulatory authority;
 - (e) if you or your Content infringe any Intellectual Property Rights of Terrascope or any third-party;
 - (f) in the event of discontinuance or material modification to the Terrascope Products, the Platform and/or the Services or part thereof;
 - (g) in the event of any unexpected technical or security issues;
 - (h) in the event of a Security Event;
 - (i) if you are deemed by any applicable law to be insolvent or unable to pay your debts, admit you are insolvent or unable to pay your debts, or become or is declared insolvent or unable to pay your debts;
 - (j) if you are the subject of any actual, threatened or proposed corporate action, proceedings, or other procedure or step, relating to:
 - (k) your insolvency, including but not limited to bankruptcy, liquidation, provisional liquidation, winding up, receivership, judicial management, administration, administrative receivership, moratorium, scheme of arrangement, reorganization, controlled management, dissolution, or any equivalent or analogous proceeding or regime under applicable laws;
 - (l) if you enter, or intend or propose to enter, into any discussions, negotiations or agreement with one or more of your creditors with a view to the compromise, settlement, composition, extension, readjustment or rescheduling of a substantial portion of your obligations or a class of your obligations; or
 - (m) if you suspend, or intend or propose to suspend, the making of payments relating to a substantial portion of your indebtedness or class of your indebtedness.
- 12.3 In the event Terrascope terminates your Sales Order, you and your Authorised Users' access to the Terrascope Products and/or Services you have purchased shall be terminated.
- 12.4 In the event Terrascope exercises its right to terminate the Agreement, terminate or suspend your access to all or part of the Terrascope Products, or remove any of your Content, you shall remain liable for all charges and fees due to Terrascope. Terrascope shall be under no obligation to refund the whole or any part of any fees paid by you in advance in the event of such termination, suspension and/or removal

pursuant to this clause and you shall not be entitled to any compensation or indemnity, whether for loss of distribution rights, goodwill or otherwise, as a result of such termination, suspension or removal.

- 12.5 Termination of Agreement shall be without prejudice to any other rights or remedies Terrascope may be entitled to under the Agreement, at law or in equity and shall not affect any accrued rights or liabilities nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

13 Confidentiality

- 13.1 You agree to keep confidential, and to procure that the Authorised Users keep confidential, any Confidential Information, and shall not, disclose the Confidential Information to any other person unless disclosure has been expressly permitted by Terrascope in writing. You agree and acknowledge that Confidential Information shall only be used for the purposes of the Agreement and/or in performing your obligations under the Agreement.
- 13.2 You shall immediately notify Terrascope if you suspect, or become aware of, any unauthorised reproduction, use, disclosure, transfer or storage of Confidential Information.
- 13.3 The provisions of this clause shall survive and continue to remain in full force and effect notwithstanding any expiry or termination of the Agreement.

14 Sustainability Reporting

- 14.1 You are solely responsible for the preparation of any Sustainability Report. While Terrascope may provide tools and services in the Platform and/or Terrascope Products to assist in your reporting, you acknowledge and agree that any tools and services provided to you are provided merely as a convenience to you and that you retain sole responsibility for ensuring the timeliness, accuracy, and completeness of any reports you submit.

15 Anti-Bribery and Corruption

- 15.1 You represent and covenant that you will:
- (a) comply with all anti-bribery laws and regulations;
 - (b) not engage in, encourage, permit, condone, or tolerate any form of bribery and corruption whatsoever, whether direct or indirect, and whether financial in nature or otherwise;
 - (c) not do, or omit to do, anything that may cause Terrascope to be in breach of any anti-bribery laws and regulations; and
 - (d) maintain and enforce adequate and effective anti-bribery and corruption policies and procedures designed to promote and ensure that you shall at all times comply with applicable anti-bribery laws and regulation.
- 15.2 To the extent permitted by law, you shall promptly notify Terrascope of any investigation by a governmental authority (including without limitation, regulatory agencies) or violations by you of any law or regulation with respect to anti-bribery or anti-corruption laws and any matters relating in any way to the Agreement or which could potentially impact the continuity of your performance of the Agreement.

16 Force Majeure

- 16.1 No failure or omission by Terrascope to carry out its obligations or observe any of the stipulations or conditions of the Agreement, shall give rise to any claims against Terrascope or be deemed a breach of the Agreement, in the event that such failure or omission arises from a cause of force majeure, which includes acts of God, new statutory enactments or modifications, war or warlike hostilities, pandemics, epidemics, acts of terrorism, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, delay in deliveries from sub-contractors, machine failure caused by force majeure, or any other event that is unforeseeable and outside the reasonable control of Terrascope. Upon the occurrence of any event mentioned in this clause, Terrascope shall for the duration of such event(s) be relieved of any obligation under the Agreement as is affected by the event(s) save that the provisions of the Agreement shall remain in force with regard to all other obligations under the Agreement which are not affected by the event(s).

17 Notices

- 17.1 All notices from you to Terrascope regarding the Agreement shall be sent via e-mail to customercare@terrascope.com (copying legal@terrascope.com). Communications delivered by email shall be effective when actually received by Terrascope in readable form and subject to there being no bounce-back notification and/or sending failure notification.
- 17.2 Terrascope will send notices and other communications to you at the email address you have provided to us in the Sales Order. It is your sole responsibility to ensure that you provide Terrascope with your current contact email address.

18 General

- 18.1 Entire Agreement: The Agreement constitute the entire agreement between Terrascope and you in relation to their subject matter and supersede any prior agreements, discussions, representations and undertakings between the parties (whether written or oral).
- 18.2 Variation: Terrascope may amend the Agreement at any time without notice to you. The amended Agreement will be made available on the Platform (as defined below). You are advised to check for amendments to the Agreement regularly, prior to using the Terrascope Products. Your continued use of the Terrascope Product shall constitute your agreement to the revised Agreement.
- 18.3 No Waiver: Any failure by Terrascope to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. The rights and remedies of Terrascope provided in the Agreement are cumulative and not exclusive of any rights or remedies (whether provided by law or otherwise).
- 18.4 Illegality: Should any provision of the Agreement be held invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the remaining provisions of the Agreement shall be unaffected and shall remain in full force and effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- 18.5 Third Party Rights: Except as expressly set out in the Agreement, any person not a party to the Agreement shall acquire no rights whatsoever under the Agreement by virtue of the Contract (Rights of Third Parties) Act 2001 of Singapore or otherwise.

19 Governing Law and Dispute Resolution

- 19.1 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, and any claims or disputes of whatever nature shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.

ANNEXURE A

PROFESSIONAL SERVICES TERMS

The terms and conditions set out in this Annexure A shall apply to any Professional Services provided by Terrascope to you as set out in the relevant Sales Order.

1. **Additional Definitions**

- 1.1 Words and expressions in this Annexure A shall have the following meanings unless the context otherwise requires:

“Operational Document” means the document setting out the timelines, milestones, requirements, technical specifications, and other information for the implementation of the Professional Services as set forth in the relevant Sales Order or otherwise mutually agreed by the parties in writing;

“Professional Services” means the professional services and resources specified in the relevant Sales Order to be provided by Terrascope to you, which may include, but is not limited to:

- (a) system integration;
- (b) training services for your Authorised Users;
- (c) onboarding of customers, including data-cleanup of Content
- (d) advisory services including manual checking and selection of appropriate emission factor integrity

“Professional Services Fees” mean the fees and/or charges specified in the relevant Sales Order payable by you to Terrascope for the provision of the Professional Services to you; and

“Professional Services Term” has the meaning as specified in Clause 2.3 of this Annexure A.

2. **Scope of Professional Services**

- 2.1 In consideration of the due and proper payment by you of the Professional Services Fees and all other charges set out in the relevant Sales Order and/or this Annexure A, Terrascope shall provide you with the Professional Services, in accordance with and subject to the terms and conditions in this Annexure A.
- 2.2 In the event you request for any Professional Services that are not expressly specified in the Sales Order, such request(s) shall be considered additional Professional Services and additional Professional Services Fees shall apply.
- 2.3 The Professional Services shall commence on the date agreed between the parties, or otherwise as set out in your Sales Order or Operational Document and will continue until completion of the Professional Services in accordance with the service period as set out accordingly in the relevant Sales Order or unless terminated earlier in accordance with the terms of this Annexure A (the “Professional Services Term”).

3. **Implementation of Professional Services**

- 3.1 Terrascope shall use commercially reasonable endeavours to adhere to the dates, milestones and timelines specified in the Operational Document to implement the Professional Services. If the completion of the Professional Services and/or any date, milestone and/or timeline in the Operational Document is or is likely to be delayed for any reason whatsoever, Terrascope will notify you of the delay or the likelihood of delay giving the reasons and particulars for such delay or the likelihood of such delay. Terrascope may, but is not obligated to, submit to you a revised Operational Document as soon as practicable whereupon the period for completion of the Professional Services and/or the Professional Services Term shall be correspondingly adjusted.
- 3.2 You acknowledge that the dates, milestones and/or timelines in the Operational Document are just estimates and further acknowledge that you will not be prejudiced by any failure on Terrascope's part to adhere to the dates, milestones and/or timelines in the Operational Document. You shall have no remedy against Terrascope and Terrascope shall not be liable to you or to any third party for any loss or

damage suffered or incurred as a result of any delays to the completion of the Professional Services and/or any date, milestone and/or timeline in the Operational Document, howsoever arising.

- 3.3 If Terrascope is unable to adhere to any date, milestone and/or timeline in the Operational Document (including the final completion date) (i) as a direct or indirect result of an act or omission by you, your employees, contractors, agents or representatives; or (ii) as a direct or indirect result of a breach of the Agreement, including but not limited to this Annexure A, by you; or (iii) where the delay or failure to adhere is caused, whether directly or indirectly by circumstances not within Terrascope's control; or (iv) where the delay or failure to adhere is not directly attributable to Terrascope's fault, Terrascope may:
- (a) impose additional charges including any standard charges on a time and material basis, overtime, travel, materials, out-of-pocket expenses; and
 - (b) if such delay exceeds eight (8) weeks beyond the date of the final completion date under the Operational Document, terminate the relevant Sales Order or part thereof in relation to such Professional Services.
- 3.4 In the event there are any deliverables (including software and customisations) that are developed for you as part of the scope of the Professional Services, you agree that such deliverables shall be tested and accepted by you in accordance with any acceptance testing procedures set forth in the relevant Sales Order or Operational Document.

4. Appointment of Representatives

- 4.1 The individual listed as your representative in the Sales Order shall be your representative throughout the Professional Services Term to be the primary point of contact in dealing with Terrascope under this Annexure A and such representative shall have the authority and power to make decisions with respect to actions to be taken by him under or pursuant to this Annexure A.
- 4.2 In the course of exercising any of the rights or performing any of the obligations under this Annexure A, your representative may from time to time appoint or delegate to any person (the "Delegate") to act on his behalf in respect of this Annexure A and the representative appointing the Delegate shall notify Terrascope in writing accordingly. Any instructions, information, authorisations or approvals given by the Delegate or other acts or omissions of the Delegate shall be deemed to be the instructions, information, authorisations or approvals given by, or other acts or omissions of, the representative appointing the Delegate.
- 4.3 You may change your representative by giving at least five (5) Business Days prior written notice to Terrascope of the new representative and the date upon which such change will become effective.
- 4.4 In order to perform its obligations under this Annexure A, Terrascope shall be entitled to rely and act on all instructions, information and authorisations provided by your representative. Unless otherwise expressly provided in the scope of Professional Services, Terrascope shall not be required to conduct any process or procedure for the verification of any such instruction, information and/or authorisation given by your representative. Terrascope shall not be liable or responsible in any way whatsoever in relying on or complying with any such instruction, information and/or authorisation.
- 4.5 You shall indemnify Terrascope fully from and against, all loss, damage, expenses, suits, claims and liability suffered or incurred as a direct or indirect result of Terrascope's compliance with or reliance on the instructions, information, authorisations, acts and/or omissions of your representative, its other personnel, contractors and/or agents.

5. Your Responsibilities

- 5.1 In addition to your other obligations described in the Agreement, you shall, at your own cost and expense, perform the obligations described in the relevant Sales Order and/or as may be mutually agreed in writing by the parties and you acknowledge that Terrascope's obligations and/or ability to perform under this Annexure A are conditional and dependent on the satisfactory fulfilment of your obligations described in the Sales Order, as may be mutually agreed in writing by the parties or otherwise provided under this Annexure A.

6. Professional Services Fees

- 6.1 You shall pay the Professional Services Fees and any additional fees in the amounts and manner set out in the Sales Order, as may be mutually agreed in writing by the parties, and the Agreement.

7. Warranties and Limitation of Liability

- 7.1 Terrascope shall perform the Professional Services in a professional and workmanlike manner.
- 7.2 In the event of a breach of warranty under Clause 7.1 of this Annexure A (above), Terrascope shall, at its sole option and expense, either (a) re-perform the Professional Services or part thereof which was not properly performed; or (b) terminate the relevant Sales Order or part thereof in relation to such Professional Services. You acknowledge and agree that this Clause 7.2 sets out your sole and exclusive remedies for breach of such warranty.

ANNEXURE B

SERVICE LEVEL

The terms and conditions set out in this Annexure B shall apply to any Support Services provided by Terrascope to you as set out in the relevant Sales Order.

1. **Additional Definitions**

1.1 Words and expressions in this Annexure B shall have the following meanings unless the context otherwise requires:

"BAU" means business as usual;

"Downtime" means the periods where the Terrascope Products are unavailable due to a Blocker-level or Critical-level Fault and excludes any Emergency Downtime and Scheduled Downtime;

"Emergency Downtime" means the periods where the Terrascope Products are made unavailable by Terrascope for the purposes of addressing any Virus or Vulnerabilities in the Terrascope Products;

"Fault" means the failure of the Terrascope Product to operate as specified in the Service Level Table;

"Monthly Uptime Percentage" means the total number of minutes in a calendar month less the number of minutes of Downtime in a calendar month, expressed as a percentage of the total number of minutes in such calendar month;

"Normal Business Hours" means 9.00 am to 4.00 pm local Singapore time, each Business Day.

"Scheduled Downtime" means the periods where the Terrascope Products are made unavailable by Terrascope for maintenance purposes;

"Service Levels" means the service level responses and response times referred to in the Service Level Table.

"Service Level Table" means the table set out in Clause 3.1 of this Annexure B;

"Subscription Credits" means the subscription credits specified in the table set out in Clause 4.1 of this Annexure B;

"Support Fee" means the fees and/or charges (if any) specified in the Sales Order payable by you to Terrascope for the provision of Support Services to you under or pursuant to this Annexure B;

"Support Request" means a request made by you in accordance with this Annexure B for Support Services in relation to the Terrascope Products.

“Support Services” means the support services specified in the Agreement to be provided by Terrascope to you, which may include, but is not limited to:

- (a) assisting and providing guidance on setting up Terrascope Products for your projects;
- (b) providing fixes for software defects that may affect the Terrascope Product;
- (c) providing feature updates to Terrascope Products;
- (d) training Authorised Users on the Platform.

2. Support Services

- 2.1 In consideration of your payment of the Support Fee and any other charges or fees set out in the relevant Sales Order and/or under this Annexure B, Terrascope shall perform the Support Services in accordance with this Annexure B.
- 2.2 Support Services shall be provided by Terrascope via phone, email and online during Normal Business Hours, or as arranged between you and Terrascope. All Support Services shall be provided on an off-site basis (such as over the telephone or by email).
- 2.3 You may request for Support Services by way of a Support Request. Each Support Request shall include the description of the Fault and classification of the Fault as set out in the Service Level Table and provided via email.
- 2.4 Terrascope is not required to provide any Support Services to the extent that the Faults with the Terrascope Products arise out of:
 - (a) changes to your operating system or environment which adversely affect the Terrascope Product;
 - (b) any alterations, modifications, revisions or additions to the Terrascope Products performed by you;
 - (c) your use of the Terrascope Products in a manner not in accordance with the Agreement and/or Terrascope’s directions;
 - (d) your integration of the Terrascope Products with other third-party software products, including, but not limited to, Customer Applications;
 - (e) your use of the Terrascope Products on equipment other than the equipment for which such software was licensed for use on;
 - (f) your failure to provide suitably qualified and adequately trained operating and programming staff for the operation of the Terrascope Products; and/or
 - (g) your failure to meet your obligations under the Agreement.

3. Service Levels

- 3.1 Terrascope shall prioritise Support Requests based on its assessment of the severity level of the Fault reported, and use commercially reasonable efforts to respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Service Level response and response time
Blocker	A production issue in the Terrascope Product(s) that: <ul style="list-style-type: none"> 1. affects all functional areas of the Terrascope Product(s); and 2. affects your Business as Usual (“BAU”) operations. 	Response shall be provided within one (1) Business Day of the Support Request. Resolution time: Maximum two (2) Business Days from receipt of Support Request.
Critical	A production issue in the Terrascope Product(s) that affects: <ul style="list-style-type: none"> 1. affects critical functional areas of the Terrascope Product(s) in question; and 2. affects your BAU operations. 	Response shall be provided within one (1) Business Day of the Support Request. Resolution time: Maximum three (3) Business Days from receipt of Support Request.

Major	<p>A production issue in the Terrascope Product(s) that:</p> <ol style="list-style-type: none"> only affects one or two functional areas of the Terrascope Product(s) in question; and does not affect your BAU operations. 	<p>Response shall be provided within three (3) Business Day from the date of the Support Request during Normal Business Hours.</p> <p>Resolution time: Maximum seven (7) Business Days from receipt of Support Request.</p>
Minor	<p>A production issue in the Terrascope Product(s) that:</p> <ol style="list-style-type: none"> does not affect any functional areas of the Terrascope Product(s) in question; and does not affect your BAU operations. 	<p>Response shall be provided within five (5) Business Days from the date of the Support Request during Normal Business Hours.</p> <p>Resolution time: Maximum twenty (20) Business Days from receipt of Support Request.</p>

- 3.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

4. Subscription Credits

- 4.1 If the Terrascope Products experience any Downtime, you shall become entitled to the Subscription Credit(s) specified in the table set out below corresponding to the amount of Downtime experienced by the Terrascope Products, provided that the Downtime did not result from:
- a cause outside of Terrascope's control;
 - the acts or omissions of you and/or any third parties, which include, but not limited to:
 - any improper use, misuse or unauthorised alteration of the Terrascope Products by you and/or any third party; or
 - any integration of the Terrascope Products with any Customer Applications; or
 - the use of your and/or any third-party hardware or software not provided by Terrascope.

Subscription Credit	Amount of Downtime
One-week Subscription Credit	If the Monthly Uptime Percentage for a calendar month is between 99.0%, and 97.0% seven (7) days will be added to your Subscription Term at the end of your billing cycle at no charge to you.
Two-week Subscription Credit	If the Monthly Uptime Percentage for a calendar month is between 97.0% and 95.0%, fourteen (14) days will be added to your Subscription Term at the end of your billing cycle at no charge to you.
One-month Subscription Credit	If the Monthly Uptime Percentage for a calendar month is less than 95.0%, thirty (30) days will be added to your Subscription Term at the end of your billing cycle at no charge to you.

- 4.2 The provision of Subscription Credit(s) shall be your sole and exclusive remedy for any failure by Terrascope to provide the Terrascope Products as a result of Downtime.