

TERM OF SERVICE

These Terms of Service ("**Terms**") govern access to and use of the ESGVTrace platform (the "**Platform**"), including any associated websites, applications, APIs, and support services (together, the "**Service**"), provided by PALO IT (Thailand) Ltd. ("**PALO IT**", "**we**", "**us**", or "**our**"). By creating an account, accessing, or using the Service, the individual or entity doing so ("**Customer**", "**you**", or "**your**") agrees to be bound by these Terms and any order form, subscription agreement, or statement of work referencing these Terms (each an "**Order**"). If you are entering into these Terms on behalf of an organisation, you represent that you have authority to bind that organisation.

1. DEFINITIONS

"Authorised User" means an individual authorised by Customer to access and use the Service under Customer's account, such as an employee, consultant, or representative.

"Customer Data" means all data, content, and information submitted, uploaded, or generated by Customer or its Authorised Users through the Service, including emissions, ESG, and sustainability data, and any personal data contained therein.

"Documentation" means the user guides, help materials, and technical documentation made available by PALO IT describing use of the Service.

"Order" means a subscription order form, quote, or agreement referencing these Terms and specifying the subscription plan, term, and fees.

"Subscription Term" means the period during which Customer is entitled to access the Service, as specified in the applicable Order.

2. THE SERVICE

The Service is a carbon accounting and ESG data platform that enables Customer to measure, manage, and report greenhouse gas emissions and sustainability data, drawing on frameworks such as the GHG Protocol and Thailand Greenhouse Gas Management Organization (TGO) for Carbon Footprint for Organization (CFO).

PALO IT may update, modify, or improve the Service from time to time, provided that no such change materially reduces the core functionality purchased by Customer during an active Subscription Term without prior notice.

PALO IT grants Customer a non-exclusive, non-transferable, revocable right to access and use the Service during the Subscription Term, solely for Customer's internal business purposes and in accordance with these Terms, the Documentation, and the applicable Order.

3. ACCOUNT REGISTRATION AND AUTHORIZED USERS

The Service is intended for business use only and is not directed to consumers. Customer is responsible for

- (a) all activity occurring under its account and Authorised Users' credentials;
- (b) maintain the confidentiality of login credentials;
- (c) ensuring that each Authorised User complies with these Terms. Customer shall promptly notify PALO IT of any unauthorized access to or use of the Service.

4. SUBSCRIPTION, FEES AND PAYMENT

Fees for the Service are as set out in the applicable Order. Except as otherwise stated in an Order, fees are payable annually and are non-refundable except as expressly provided in these Terms or required by law.

Unless otherwise specified in the Order, subscriptions renew automatically for successive terms equal to the expiring Subscription Term, unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term.

PALO IT may suspend access to the Service for overdue payment following thirty (30) days' written notice, without relieving Customer of its obligation to pay outstanding fees.

All fees are stated exclusive of Thai Value Added Tax (VAT) and any applicable withholding tax.

VAT will be added to invoices at the prevailing statutory rate where required under Thai law. Where Customer is required by applicable law to withhold tax from payments due to PALO IT (including cross-border withholding tax on services rendered to customers located outside Thailand), Customer shall

- (a) deduct such tax at the rate required by law;
- (b) remit the withheld amount to the relevant tax authority within the time prescribed by law;
- (c) promptly provide PALO IT with official withholding tax certificates evidencing the amount withheld and remitted. Any such withholding shall not reduce the net fees payable to PALO IT below the amount stated in the applicable Order, and Customer shall not gross up, offset, or otherwise adjust the fees on account of such withholding without PALO IT's prior written consent. For customers located outside Thailand, it is Customer's responsibility to determine and claim any relief available under an applicable double taxation treaty; PALO IT will reasonably cooperate by providing tax residency certificates or other documentation as needed to support such claims.

5. CUSTOMER DATA AND DATA OWNERSHIP

As between the parties, Customer retains all right, title, and interest in and to Customer Data, including all emissions, ESG, and sustainability data submitted to the Service. PALO IT is granted a limited, non-exclusive licence to host, process, transmit, and display Customer Data solely to provide, maintain, support, and improve the Service, and as otherwise instructed by Customer or permitted under these Terms and the ESGVTrace Privacy Notice.

PALO IT will not use Customer Data to train models or improve services for the benefit of other customers, and will not sell, rent, or otherwise disclose Customer Data to third parties, except:

- (a) as necessary to provide the Service (including to sub-processors under confidentiality obligations);
- (b) as instructed by Customer;
- (c) in aggregated or anonymised form that cannot reasonably identify Customer; or
- (d) as required by law.

Customer is solely responsible for the accuracy, quality, legality, and reliability of Customer Data, and for obtaining all necessary rights, consents, and permissions (including under applicable data protection law) to submit Customer Data to the Service, including any personal data of third parties (e.g. employees, suppliers) contained within Customer Data, in accordance with the ESGVTrace Privacy Notice.

6. CUSTOMER RESPONSIBILITIES AND ACCEPTABLE USE

Customer shall be responsible for maintaining the confidentiality and security of its account credentials, managing Authorised Users, configuring available access permissions, promptly notifying PALO IT of any suspected unauthorised use of its account or Customer Data. Customer shall not, and shall ensure Authorised Users do not:

- (a) reverse engineer, decompile, or disassemble the Service;
- (b) resell, sublicense, or provide access to the Service to any third party outside Customer's organisation without PALO IT's prior written consent;
- (c) use the Service to store or transmit unlawful, infringing, or harmful content;
- (d) attempt to gain unauthorised access to the Service or its related systems; or
- (e) use the Service in a manner that violates applicable law, including data protection and export control laws; or

ensuring that it does not upload, transmit, or process data through the Service in violation of applicable law or third-party rights.

7. INTERLLECTUAL PROPERTY

PALO IT and its licensors retain all right, title, and interest in and to the Service, the Platform, and all related software, technology, and Documentation, including all intellectual property rights therein. No rights are granted to Customer other than the limited right to use the Service as expressly set out in these Terms. Customer shall not remove or obscure any proprietary notices on the Service.

Customer grants PALO IT the right to use Customer's name and logo to identify Customer as a user of the Service in customer lists and marketing materials, unless Customer opts out in writing.

8. SERVICE AVAILABILITY AND SUPPORT

This Section sets out the Service Level Agreement (SLA) applicable to Customer's use of the Service:

(a) Uptime Target: PALO IT will use commercially reasonable efforts to maintain the Service with a target monthly uptime, calculated as the percentage of total minutes in the calendar month during which the Service is available, excluding Scheduled Maintenance and events beyond PALO IT's reasonable control.

(b) Scheduled Maintenance: PALO IT may suspend the Service for scheduled maintenance and will provide Customer with at least 48 hours prior notice was reasonably practicable. Downtime occurring during a scheduled maintenance window does not count as unavailability for purposes of the uptime target in paragraph (a).

(c) Support Tiers and Response Times: PALO IT will use commercially reasonable efforts to respond to support requests within the following target timeframes, based on severity:

Level	Type	Response Time	Resolution Target	Description	Example
1 — Critical	System down	Within 60 minutes	Within 4 hours after response	System is down or >50% of users cannot access	Website inaccessible, login failure, password reset not working
2 — High	Core function broken	Within 4 hours	Within 3 working days	Users cannot complete main tasks (upload, calculate, dashboard, reports) — no workaround	Cannot upload file, cannot complete EF assignment, dashboard not loading
3 — Moderate	Degraded experience	Within 1 working day	Next sprint release	System errors with available workaround, or performance degradation	Inaccurate dashboard data, slow page load, cannot download templates
4 — Low	Minor issue	Within 1 week	Future sprint	No impact to quality of work	UI component display issue

(d) Support Channels and Hours: Support is available via email during PALO IT's business hours [Monday to Friday, 9:00-17:00 Bangkok time], excluding Thai public holidays.

(e) Exclusions: The uptime target and service credits in this Section do not apply to unavailability caused by:

- (i) Scheduled Maintenance under paragraph (b);

- (ii) Force Majeure;
- (iii) Customer's or a third party's equipment, software, or internet connectivity outside PALO IT's reasonable control; or
- (iv) Customer's breach of these Terms.

9. CONFIDENTIALITY AND SECURITY

Each party shall protect the other party's non-public or confidential information using reasonable care and use it only as necessary in connection with these Terms. Such information may be disclosed only to personnel, representatives, or service providers who need to know it and are subject to appropriate confidentiality obligations, or as required by law. This obligation does not apply to information that is publicly available, lawfully obtained without confidentiality obligations, or independently developed.

PALO IT will maintain reasonable administrative, technical, and organisational safeguards designed to protect the security, confidentiality, and integrity of Customer Data.

If a confirmed security incident affects Customer Data under PALO IT's control, PALO IT will take reasonable steps to investigate, mitigate, and remediate the incident and notify the affected Customer where required by applicable law or contract.

10. DISCLAIMERS

The Service is a tool to support Customer's carbon accounting and ESG reporting processes, based on Customer Data and industry-standard methodologies such as the GHG Protocol and Thailand Greenhouse Gas Management Organization (TGO) for Carbon Footprint for Organization (CFO).

THE SERVICE DOES NOT CONSTITUTE, AND PALO IT DOES NOT PROVIDE, THIRD-PARTY CERTIFICATION, VERIFICATION, OR ASSURANCE OF CUSTOMER'S EMISSIONS DATA, ESG DISCLOSURES, OR REGULATORY COMPLIANCE.

Outputs generated by the Service (including emissions calculations, reports, and carbon credit quality assessments) are only as accurate and complete as the Customer Data and assumptions on which they are based, and Customer remains solely responsible for the accuracy of its regulatory filings, sustainability disclosures, and any carbon credit transactions.

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM. This limitation shall not apply to:

- (a) a party's indemnification obligations;
- (b) a party's breach of confidentiality obligations;
- (c) Customer's payment obligations; or
- (d) either party's gross negligence or wilful misconduct.

12. INDEMNIFICATION

PALO IT shall defend and indemnify Customer against third-party claims alleging that the Service infringes such third party's intellectual property rights, and shall pay damages finally awarded, subject to Customer promptly notifying PALO IT and cooperating in the defence.

Customer shall defend and indemnify PALO IT against third-party claims arising out of Customer Data or Customer's breach of these Terms, including any claim that Customer lacked the necessary rights or consents to submit Customer Data to the Service.

13. TERM AND TERMINATION

These Terms remain in effect for as long as any Order is in effect. Either party may terminate these Terms or an applicable Order for material breach if the breaching party fails to remedy such breach within a reasonable period after receiving written notice.

Upon termination or expiry of the Subscription Term, Customer's access to the Service will immediately cease. PALO IT may retain Customer Data where reasonably necessary for legal, regulatory, or legitimate business purposes, after which such data will be deleted or anonymised in accordance with PALO IT's applicable data retention practices and the ESGVTrace Privacy Notice.

Termination or expiry will not affect any rights or obligations accrued before its effective date.

14. SUB-PROCESSORS AND THIRD-PARTY SERVICES

PALO IT may use sub-processors to provide the Service (e.g. cloud hosting, infrastructure, and support tools), as further described in the ESGVTrace Privacy Notice. PALO IT remains responsible for sub-processors' performance of their obligations in accordance with a level of protection no less protective than these Terms.

15. PRIVACY

PALO IT's collection, use, and disclosure of personal data in connection with the Service is described in the ESGVTrace Privacy Notice, which forms part of these Terms by reference

16. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of Thailand, without regard to conflict of law principles. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Thailand.

17. GENERAL PROVISIONS

Assignment: Neither party may assign these Terms without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets.

Force Majeure: Neither party shall be liable for delay or failure to perform resulting from causes beyond its reasonable control.

Entire Agreement: These Terms, together with all Orders and the ESGVTrace Privacy Notice, constitute the entire agreement between the parties regarding the Service and supersede all prior agreements on the subject matter.

Severability: If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect.

Changes to These Terms: PALO IT may update these Terms from time to time. Material changes will be notified to Customer with reasonable advance notice, and continued use of the Service after the effective date constitutes acceptance of the updated Terms.

18. CONTACT US

Questions about these Terms can be directed to:

PALO IT (Thailand) Ltd.

Room 2301, 23/F, Serm-Mit Tower, 159/37 Sukhumvit 21 Rd., Khlong Toei Nuea, Wattana, Bangkok 10110, Thailand

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Frederic Bernaroyat
Managing Director

