

Terms of Service

Epoch Blue Limited · Published 18 SEP 2026

TERMS AND CONDITIONS

By accessing and using the Platform or Subscription Services, you (the “Customer”) agree to comply with and be bound by the following terms and conditions (the “Agreement”) with Epoch Blue Limited, a company incorporated in England and Wales with registered number 14833307, whose registered office is at Devonshire House, 582 Honeypot Lane, Stanmore, HA7 1JS, United Kingdom, and its Affiliates (“Epoch”) and agree to abide by its terms. Epoch and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Capitalised terms used in this Agreement have the meanings given in Section 12 (Definitions).

1. SUBSCRIPTION SERVICES; ACCESS AND USE

- 1.1 **Subscription Services.** Subject to the terms and conditions of this Agreement, Epoch hereby grants the Customer a limited, non-exclusive, non-transferable right to Use and permit the Authorised Users to Use the Subscription Services for the Customer's internal business purposes only during the Term in accordance with this Agreement.
- 1.2 **Access to Subscription Services.** An Order Form is required for Customer to access the Subscription Services. Customer may enter into an Order Form either (a) by completing Epoch's online sign-up flow, where available, and selecting the plan and options offered in that flow, or (b) by requesting an Order Form from Epoch by email to info@epoch.blue with a description of (1) the Regulation Modules and any additional services requested and (2) the approximate number of suppliers or plots in Customer's supply base, in response to which Epoch will send Customer an Order Form.
- 1.3 **Use Restrictions.** Customer will not at any time and will not permit any Person (including, without limitation, Authorised Users) to, directly or indirectly: (i) use the Subscription Services in any manner beyond the scope of rights expressly granted in this Agreement; (ii) use the Subscription Service to harass any Person; cause damage or injury to any Person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; (iii) modify or create derivative works of the Subscription Services or Documentation, in whole or in part; (iv) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Subscription Services, in whole or in part; (v) frame, mirror, sell, resell, rent or lease use of the Subscription Services to any other Person, or otherwise allow any Person to use the Subscription Services for any purpose other than for the direct benefit of the Customer in accordance with this Agreement; (vi) use the Subscription Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person, or that violates any applicable law; (vii) interfere with, or disrupt the integrity or performance of the Subscription Services, or any data or content contained therein or transmitted thereby; (viii) perform or disclose any performance or vulnerability testing of the Services without Epoch's prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the

Subscription Service; (ix) access or use the Subscription Service to measure, build or support, directly or indirectly, products or services competitive to Epoch; (x) access or search the Subscription Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Subscription Services features provided by Epoch for use expressly for such purposes, (xi) take any action that may disrupt or is likely to damage, disable, or overburden the Services infrastructure, (xii) upload, use, or otherwise make available any Customer Data that contains viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (xiii) use the Subscription Services for the benefit of or on behalf of any third party including but not limited to use as a consultant or service provider, unless expressly stated otherwise in an Order Form; or (xiv) use any artificial intelligence or other automated features of the Subscription Services to generate content that violates this Agreement, or to circumvent, manipulate or test the security or safety mechanisms of the Subscription Services. The Customer acknowledges and agrees that Epoch may monitor (but is not obliged to) its and its Authorised Users' use of the Subscription Services to ensure compliance with this Agreement.

- 1.4 Environmental Data Restrictions.** Epoch utilizes greenhouse gas reporting standards for calculating and reporting greenhouse emissions by companies and organisations as developed by the World Resources Institute and World Business Council for Sustainable Development (the “GHG Protocol”), the Intergovernmental Panel on Climate Change (“IPCC”) guidelines, and other sources to calculate emissions and produce Customer carbon footprints and to then communicate such analysis to Customer (“Quantified Environmental Data”). Customer is permitted to further disclose the Quantified Environmental Data provided to it by Epoch in their sustainability reports to third parties for the purposes of emissions reporting and/or audits but only to the extent they are required to do so by the relevant entity to which they report and/or which audits them. Quantified Environmental Data is not permitted to be disclosed by Customer or any Authorised User otherwise, such as but not limited to, to market or sell products, generate incremental revenue through insets, carbon premiums, incentives, payments for ecosystem services schemes or obtain financing tied to metrics produced using Quantified Environmental Data without explicit permission from Epoch, except as permitted in Section 10.1.
- 1.5 Authorised Users.** Customer will not allow any Person other than Authorised Users to access or use the Subscription Services. Customer may permit Authorised Users to Use the Subscription Services, provided that (i) the Use does not exceed any limitations as specified in an Order Form; (ii) Customer procures its Authorised Users comply with all applicable terms and conditions of this Agreement; (iii) where its Authorised Users include any third parties, Customer incorporates this Agreement or terms substantially the same as its obligations relating to Use of the Subscription Services in its contract with any such third party; and (iv) Customer is responsible for acts or omissions by Authorised Users in connection with their use of the Subscription Services under any Order Form pursuant to which the Authorised User receives the benefit of the Subscription Services but is not a signatory. Customer will, and will require all Authorised Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the Subscription Services in accordance with customary security protocols, and will promptly notify Epoch if Customer knows or reasonably suspects that any username and/or password has been compromised. Each account for the Subscription Services may only be accessed and used by the specific Authorised User for whom such account is created. Accounts are for designated Authorised Users and cannot be shared or used by more than one Authorised User, but any account may be permanently reassigned to another Authorised User as needed. Customer is solely responsible for setting, auditing, updating, and removing the access level and permissions of each of their Authorised Users within the Subscription Service.
- 1.6 Third-Party Services.** Certain features and functionalities within the Subscription Services may allow Customer and its Authorised Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, “Third-Party Services”) through the Subscription Services. Customer is solely responsible for maintaining the Third-Party Services not provided by Epoch and obtaining any associated licences and consents necessary for Customer to use those Third-Party Services not provided by Epoch in connection with the Subscription Services.

The Customer acknowledges that the integration of Third-Party Services may entail the transfer of Customer Data from the Services to the relevant Third-Party Services and that Epoch has no control over, or responsibility in respect of, any disclosure, modification, deletion or other use of Customer Data resulting from any integration with any Third-Party Services. Without prejudice to its other obligations under this Section, the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of relevant Customer Data to, and the use of relevant Customer Data by, a provider of Third Party Services is lawful. The Customer shall have the opportunity to consent to transfers of Customer Data to any Third-Party Services operator. Epoch must ensure that such transfers shall not take place without the consent of the Customer. The Customer hereby consents to the transfer of the Customer Data to the Third-Party Services. The use of some features of the Services may depend upon the Customer enabling and agreeing to integrations between the Services and Third-Party Services. The Customer warrants to Epoch that the transfer of Customer Data by Epoch to a provider of Third Party Services in accordance with this Section will not infringe any person's legal or contractual rights and will not put Epoch in breach of any applicable laws.

- 1.7 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Epoch and its licensors reserve all rights, title and interest in and to the Epoch IP and Intellectual Property Rights. No rights, title or interest are granted to Customer by Epoch or its licensors hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.
- 1.8 **Feedback.** Customer grants Epoch a worldwide, perpetual, irrevocable, royalty-free licence to use, distribute, disclose, and incorporate any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorised User relating to the Subscription Services. Epoch cannot publicly disclose Customer feedback as a marketing or communications effort without Customer's prior written consent.
- 1.9 **Procurement for and by Affiliates.** Customer may procure Subscription Services and Epoch's other related products, services, and technologies under this Agreement for its own account and on behalf of one or more Customer Affiliates only when explicitly noted on an Order Form associated with this Agreement. Customer is responsible for the acts and omissions of the Customer Affiliates under any Order Form pursuant to which the Customer Affiliate receives the benefit of the Subscription Services but is not a signatory. Additionally, with Epoch's express written approval, Customer Affiliates may procure Subscription Services and Epoch's other related products, services, and technologies under this Agreement pursuant to an Order Form executed by such Customer Affiliate and Epoch. Customer Affiliates who sign an Order Form will be deemed to be the Customer hereunder and solely responsible for its performance or non-performance thereunder.
- 1.10 **DDS Submission (Optional).** Where selected by the Customer in an Order Form, Epoch (acting through its EU-established Affiliate) will submit DDS to the EU TRACES system on behalf of the Customer's EU operator entity as its authorised representative and will return the DDS reference numbers to the Customer, subject to and conditional upon the Customer's execution of a Letter of Authorisation in the form provided by Epoch with the Order Form. The Customer (and its EU operator entity) remains responsible for the accuracy and completeness of the information contained in each DDS.
- 1.11 **Trial and Beta Features.** Epoch may make trial, pilot, beta or early-access features or services available to the Customer from time to time. Such features are provided "as is", are excluded from the service levels in Section 4.1, may be modified, suspended or withdrawn by Epoch on notice at any time, and are used at the Customer's option and risk. The Customer acknowledges and agrees that Epoch makes no warranties whatsoever as to the quality, performance, accuracy or security of the beta or early-access features or services and, in respect of such beta or early-access features, all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

2. FEES AND PAYMENT

- 2.1 **Fees.** Customer will pay Epoch the fees set forth in the relevant Order Form in accordance with the terms therein (“Fees”) and without refund, offset, reduction or deduction (except as set forth in Section 4.1(a)). Unless expressly stated otherwise in the Order Form, Fees comprise a base platform fee plus a fee for each Regulation Module selected. One-time additional fees may also become payable in accordance with the Order Form. Payments due to Epoch under this Agreement must be made in U.S. dollars.
- 2.2 **Billing.** Subscriptions run for the Initial Term and each Renewal Term determined under Section 9.1. Except for one-time additional fees, and unless different payment terms are specified in the relevant Order Form, the Customer must pay the Fees for each such term in advance. Fees are payable by the payment method specified in the Order Form, and where the Customer provides credit or debit card details, the Customer agrees that the card may be charged for recurring payments. Where Fees are payable against invoice, the Customer must pay to the bank account specified on the relevant invoice or otherwise notified by Epoch to the Customer from time to time.
- 2.3 **Adjustments.** During the Term, Epoch may assess whether Customer’s use of Subscription Services deviates from its entitlement and adjust the Fees based on such use as necessary.
- 2.4 **Non-Payment.** Without prejudice to Epoch’s other remedies under this Agreement, if the Customer does not pay any amount properly due to Epoch under this Agreement, Epoch may: (a) on no less than 7 days’ notice to the Customer, disable the Customer’s and its Authorised Users’ access to the Subscription Services while the relevant amounts remain unpaid; and (b) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or (c) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.5 **Taxes.** All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to Epoch. Customer is responsible for all applicable sales, use, value-added (VAT), ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Epoch hereunder, other than any taxes imposed on Epoch’s income. Without limiting the foregoing, if Customer is required to deduct or withhold any taxes from the amounts payable to Epoch hereunder, Customer will pay an additional amount, so that Epoch receives the amounts due to it hereunder in full, as if there were no withholding or deduction.
- 2.6 **Fee Increases.** Unless otherwise agreed in an Order Form, Epoch may increase recurring Fees on written notice to the Customer, and any such increase will take effect from the start of the Customer’s next Renewal Term that begins at least 21 days after the date of the notice. If the Customer does not give notice of non-renewal in accordance with Section 9.1 before that Renewal Term begins, the Customer is deemed to have accepted the increase. This Section does not limit adjustments under Section 2.3.

3. CONFIDENTIAL INFORMATION

- 3.1 As used herein, “Confidential Information” means any information that one Party (the “Disclosing Party”) provides to the other Party (the “Receiving Party”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Subscription Services and the Documentation will be deemed Confidential Information of Epoch and Customer Data will be deemed Confidential Information of Customer. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act

by the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.

- 3.2 The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; provided that Epoch may use and modify Confidential Information of Customer in deidentified form for purposes of developing and deriving Aggregate Data and for the purposes set out in Section 5.3. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, officers, advisers, agents or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice, to the extent it is legally permitted to do so, to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.
- 3.3 Each Party's obligations of non-disclosure about Confidential Information are effective as of the Effective Date and will survive the termination or expiration of this Agreement.
- 3.4 The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

4. SUPPORT AND SERVICE LEVELS

- 4.1 **Support and Service Levels.** Epoch will provide Customer with technical support for the Subscription Services in accordance with the following terms:
- (a) **Service Levels.** Epoch will make the Subscription Services available no less than 99.5% of the time during the Term twenty-four (24) hours a day, seven (7) days a week, except for excused downtime, which, for purposes of this Agreement, means (i) planned downtime (with reasonable advance notice to Customer) of the Subscription Services; (ii) emergency downtime of the Subscription Services (with reasonable notice to Customer as the circumstances permit); and (iii) any unavailability of the Subscription Services caused by a Force Majeure Event ("Uptime Availability"). Customer may, immediately upon notice to Epoch, elect to terminate without liability, charge or penalty if the Subscription Service fails to comply with the Uptime Availability for three (3) consecutive months or any three (3) months over the course of a six- month period and Epoch will promptly provide a pro rata refund.
 - (b) **Planned Downtime.** Epoch may perform scheduled system maintenance between the hours of 6:00 pm and 7:00 am on weeknights (GMT time zone) and all-day on weekends.
 - (c) **Support.** Epoch will provide reasonable technical support to Customer by telephone and email in connection with its Use of the Subscription Services on weekdays during the hours of 9:00 a.m. to 6:00 p.m. local London time on Business Days ("Support Hours"), subject to the following conditions: (i) prior to initiating any support request, Customer (and its own personnel responsible for information technology support) will have first attempted to resolve the issue generating the need for such support; and (ii) Customer will reasonably cooperate with Epoch support staff as needed to resolve the issue. Epoch shall ensure that its response to a request for support shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial

diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request. Epoch shall use reasonable endeavours to respond to requests for support promptly, and in any case within 24 Support Hours. Epoch shall have no obligation to provide support in respect of any issue caused by: the improper use of the Services by the Customer or its Authorised Users; or any alteration to the Services or Platform made without the prior consent of Epoch.

- (d) Customer may initiate a help-desk ticket during Support Hours using the below contact information: Helpdesk email: help@epoch.blue

4.2 Security. Epoch shall maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data. Without limiting Epoch's applicable obligations under this Agreement, except for information related to the creation of Customer's account (including, without limitation, Authorised User's names and email addresses), Epoch does not require personal information or Personal Data for use or operation of the Subscription Services. Customer agrees that it will not include in Customer Data or otherwise provide Epoch with any personal information or personal data other than that strictly necessary (e.g. email address) to establish the creation and administration of access to Subscription Services. Epoch is not responsible for any Customer Data which are delayed, lost, altered, intercepted, or stored during the transmission of any data whatsoever across networks not owned and/or operated by Epoch, including, but not limited to, the Internet and Customer's local network.

4.3 Data Protection. Without prejudice to Section 4.2 above, to the extent that Personal Data is processed as part of this Agreement, Epoch shall: (a) process that Personal Data only on the documented written instructions of the Customer unless Epoch is required by applicable law to otherwise process that Personal Data, and except that (to the extent it includes any Personal Data) Epoch may process Supplier Location Data and Aggregate Data for its own purposes as permitted by Section 5, in respect of which processing Epoch acts as an independent controller; (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and (d) not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Epoch has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Epoch complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Epoch complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach; (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by applicable law to store the Personal Data, and except for Supplier Location Data and Aggregate Data retained and used in accordance with Section 5; and (h) maintain complete and accurate records and information to demonstrate its compliance with this Section 4.3.

4.4 Maintenance and Updates. During the Term, at its sole discretion, Epoch may update the Subscription Services to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Services. Epoch updates to the Subscription Services will not materially reduce the level of performance, functionality, security, or availability of the Subscription Services. Customer agrees that unless otherwise expressly agreed in a relevant Order Form, its agreement to the Subscription Service is not contingent or dependent in

any way on the delivery of any future feature or functionality or on any oral or written public or private comments made by Epoch regarding future features or functionality.

5. CUSTOMER DATA

- 5.1 Epoch acknowledges that, as between Customer and Epoch and except as set forth in Sections 5.2 and 5.3, Customer owns and retains all right, title and interest in and to all Customer Data.
- 5.2 Without limiting Section 5.3, Customer hereby grants Epoch a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, copy, transmit, sub-licence, index, store, display, and modify the Customer Data: (i) to the extent necessary to perform its obligations or enforce its rights under this Agreement; (ii) where required or authorised by law; (iii) to develop, host, modify, improve, support, customise, operate, and provide the Subscription Services and Epoch's other related products, services, and technologies during the Term, and (iv) to publish, display, and distribute any deidentified information (i.e. information where Customer is not capable of being identified) derived from Customer usage of the Subscription Services (such as but not limited to, statistical and performance information, web browser, screen resolution, and mobile device-type information).
- 5.3 **Supplier Location Data.** Customer acknowledges that Epoch maintains a database of supplier and production locations that Epoch uses to provide and improve its products and services, including the discovery and analysis of suppliers, for the benefit of all of its customers. Customer hereby grants Epoch a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and licence to retain, use, reproduce, modify, and incorporate into Epoch's databases, products and services any Supplier Location Data (whether provided by Customer or identified or derived by Epoch) to develop, train, improve and provide Epoch's products and services, including the discovery and analysis of suppliers for other Epoch customers, provided that any such use will be on a non-attribution basis (to the extent permitted under the applicable legislation, in particular any Data Protection Legislation): Epoch will not identify Customer as the source of any Supplier Location Data and will not disclose to any third party any association between Customer and any supplier or location. Any Supplier Location Data incorporated into Epoch's databases, products or services, and used in accordance with this Section, will constitute Epoch IP and, as between the Parties, Epoch owns and retains all right, title and interest in and to such incorporated Supplier Location Data and any improvements to Epoch's products or services derived from it. For clarity, nothing in this Section limits Customer's ownership of Customer Data as provided by Customer or the Parties' confidentiality obligations under Section 3.
- 5.4 Customer represents and warrants that (i) it has obtained and will obtain and continue to have, during the Term, all necessary rights, authority and licenses for the access to and use of the Customer Data and Supplier Location Data (including any Personal Data provided or otherwise collected pursuant to Customer's privacy policy) as contemplated by this Agreement, and (ii) Epoch's use of the Customer Data and Supplier Location Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Customer and any third party and will not infringe the Intellectual Property Rights or other legal rights of any Person, and (iii) the Customer Data and Supplier Location Data relate solely to businesses and other corporate legal entities and do not include any Personal Data (other than Authorised User account details as contemplated by Section 4.2) and, to the extent any Personal Data is nonetheless included, Customer has provided all privacy notices and obtained all rights and consents sufficient to permit Epoch's processing and use of such data as contemplated by this Agreement, including under this Section 5.
- 5.5 **Retrieval of Customer Data.** During the Term, Customer can access Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format.

6. REPRESENTATIONS AND WARRANTIES AND DISCLAIMER

- 6.1 Each Party hereby represents and warrants to the other Party that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

- 6.2 Epoch shall use reasonable endeavours consistent with prevailing industry standards to maintain the Subscription Services in a manner which minimises errors and interruptions in the Subscription Services and shall perform the Subscription Services in a professional and workmanlike manner and using reasonable skill and care. However, Epoch does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this Section, the Subscription Services are provided "as is" and Epoch disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose.
- 6.3 The Customer acknowledges that Epoch will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Services; and Epoch does not warrant or represent that the Services or the use of the Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person. Without limiting the foregoing, the Subscription Services (including any supplier discovery, deforestation analysis, legality assessment or DDS-ready output) constitute data and decision-support information only; Customer (and, where applicable, its EU operator entity) remains solely responsible for its own compliance with the EUDR and all other applicable laws, including the accuracy and completeness of, and the obligation to file, any due diligence statement; and Epoch does not warrant or represent that use of the Subscription Services will ensure any particular compliance outcome. Outputs generated by artificial intelligence, machine learning or other automated features of the Subscription Services are provided for informational purposes only and may contain errors or omissions; the Customer should review such outputs before use or reliance; and, except as expressly set out in this Agreement, Epoch makes no warranty as to the accuracy or completeness of such outputs.
- 6.4 Customer warrants that it: (i) is not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the UN, UK, United States or European Union, including the OFSI's "Consolidated List of Asset Freeze Targets" and "List of persons named in relation to financial and investment restrictions", the U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, and the EU Consolidated Financial Sanctions List; (ii) is not located, organised, or resident in Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic People's Republic of Korea (North Korea), Democratic Republic of the Congo, Guinea, Republic of Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Russia (including Donetsk, Luhansk, Crimea regions of Ukraine), Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen, Zimbabwe ("Prohibited Countries"), or owned or controlled by any individual, entity or government in Prohibited Countries; (iii) will not use Epoch products and services in connection with any business in Prohibited Countries; (iv) will not use, transfer, or provide access to Epoch products or services to any party listed on the OFSI lists or in or for the benefit of individuals or entities from Prohibited Countries; (v) will comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, and will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (vi) is not on, and is not acting on behalf of a transaction party that is on any denied persons list, entity list, unverified list, SDN list, or other like list of parties subject to sanctions; and (vii) complies with any applicable domestic or foreign laws related to anti-money laundering and anti-terrorist financing requirements, including UK Sanctions Regimes (including but not limited to Sanctions and Anti-Money Laundering Act 2018 (the Sanctions Act) and other UK legislation such as the Export Control Order 2008 and the Anti-Terrorism, Crime and Security Act 2001).

7. INDEMNIFICATION

- 7.1 **Customer Indemnification.** Customer will defend Epoch against claims arising from (i) any Customer Data, including, without limitation, (A) any claim that the Customer Data infringe, misappropriate or otherwise violate any third party's Intellectual Property Rights or privacy or other rights; or (B) any claim that the use, provision, transmission, display or storage of Customer Data violates any applicable law, rule or regulation; (ii) any of Customer's products or services; and (iii) use of the Subscription Services by Customer or its Authorised Users in a manner that is not in

accordance with this Agreement or the Documentation, including, without limitation, any breach of the licence restrictions in Section 1.3; and (iv) any breach of the warranties in Section 5.4, and in each case, will indemnify and hold harmless Epoch against any damages and costs awarded against Epoch or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim. Epoch will notify Customer of any such claim, and Epoch may control the defence and settlement of the claim with counsel of its choice at Customer's expense, with Customer's reasonable cooperation.

8. LIMITATIONS OF LIABILITY

- 8.1 NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE PARTIES' LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; OR FOR ANY DAMAGE OR LIABILITY INCURRED BY A PARTY AS A RESULT OF FRAUD OR FRAUDULENT MISREPRESENTATION BY THE OTHER PARTY OR FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.
- 8.2 **Exclusion of Damages.** THIS SECTION 8 SETS OUT THE ENTIRE FINANCIAL LIABILITY OF EPOCH (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS AND SUB-CONTRACTORS) TO THE CUSTOMER IN RESPECT OF ANY BREACH OF THIS AGREEMENT; ANY USE MADE BY THE CUSTOMER OF THE SUBSCRIPTION SERVICES IN WHOLE OR IN PART; AND ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT. SUBJECT TO SECTION 8.1 ABOVE, EPOCH SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OF PROFITS; OR LOSS OF BUSINESS; OR DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; OR LOSS OF ANTICIPATED SAVINGS; OR LOSS OF GOODS; OR LOSS OF CONTRACT; OR LOSS OF USE; OR LOSS OR CORRUPTION OF DATA OR INFORMATION; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.
- 8.3 **Total Liability.** SUBJECT TO SECTIONS 8.1 AND 8.2 ABOVE IN NO EVENT WILL EPOCH'S TOTAL LIABILITY TO THE CUSTOMER IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO EPOCH IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. TERM AND TERMINATION

- 9.1 **Term.** This Agreement begins on the Effective Date and continues for twelve (12) months from the Effective Date unless a different subscription term is specified in the relevant Order Form (the "Initial Term"), unless extended or terminated early in accordance with this Section 9. The Agreement will automatically renew for successive periods equal in length to the Initial Term, or such other period as is specified in the relevant Order Form (each a "Renewal Term") unless either Party provides the other with at least 14 (fourteen) days' written notice of its intent not to renew prior to the end of the Initial Term or the then-current Renewal Term.
- 9.2 **Termination of Access.** Epoch may terminate or suspend Customer's access to Subscription Services immediately, without prior notice or liability, if (i) Customer commits a material breach of this Agreement which is not capable of being remedied; (ii) Customer commits a breach of any of the terms of this Agreement and fails to remedy that breach within 28 days of being notified in writing of the breach; or (iii) an order is made or a resolution is passed for the winding up of the Customer, or for appointment of an administrator to manage the affairs, business and property of the Customer; or a receiver is appointed of the Customer's assets or undertakings; or the Customer makes any arrangement or composition with its creditors; or the Customer ceases, or threatens to cease, to trade; or the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt. Upon termination, Customer's right to use the Subscription Services will cease immediately.

- 9.3 Survival.** This Section 9.3 and Sections 1.3, 1.5, 1.7, 1.8, 2, 3, 5, 6, 7, 8, 9.4, 11 and 12 survive any termination or expiration of this Agreement.
- 9.4 Effect of Termination.** Upon expiry or termination of this Agreement: (i) the rights granted pursuant to Section 1.1 will terminate and Customer must cease use of Subscription Services immediately; (ii) each Party will return or destroy, at the requesting Parties' sole option, all Confidential Information in its possession or control, including permanent removal of such Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in its possession or under its control, and at the requesting Parties' request, certify in writing that the Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted, provided that neither Party is required to return, destroy or delete (A) Confidential Information that it is required to retain by applicable law or regulation, or (B) copies held in routine backup or archival systems pending deletion in the ordinary course, in each case subject to the continuing obligations of Section 3, and (iii) Epoch will, upon written request, delete Customer Data from the Subscription Service production environment, except for Supplier Location Data and Aggregate Data, which Epoch may retain and continue to use in accordance with Section 5.3 and this Agreement. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination or entitle Customer to any refund (except as set forth in Section 4.1(a)) and the Customer shall immediately pay to Epoch all of Epoch's any such Fees and interest in accordance with this Agreement.

10. OTHER AGREEMENTS

- 10.1** Parties may work together to allow Customer to have additional rights to use Quantified Environmental Data, which would be set forth in a separate written agreement (a "QED Agreement").

11. GENERAL

- 11.1 Entire Agreement.** This Agreement, including any associated Order Form(s), is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications, and understandings, both written and oral, with respect to its subject matter. The Parties agree that any terms or conditions stated in any purchase order issued by the Customer or other document related to this Agreement (excluding an Order Form) is void. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this Section shall limit or exclude any liability for fraud. Subject to Section 11.13, this Agreement may be amended or modified only by a written document executed by duly authorised representatives of the parties. In the event of any conflict or inconsistency between an Order Form and this Agreement, the Order Form will take precedence, and any term expressly set out in an Order Form that varies, supplements or disapplies a provision of this Agreement will apply in place of that provision.
- 11.2 Freedom of Action.** Nothing in this Agreement will be deemed to restrict or limit Epoch's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party; provided that Epoch complies with its obligations respect to Customer's Confidential Information.
- 11.3 Customer Contact Information.** Customer shall provide in the Subscription Service accurate, current, and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change. The Customer shall provide both contact information for legal notices and service notices related to the Subscription Service.

- 11.4 Notices.** Any notice given to a Party under or in connection with this Agreement will be in writing, will reference this Agreement, and will be sent to Epoch at Epoch Blue Limited, Legal Department General Counsel, Devonshire House, 582 Honey Pot Lane, Stanmore, HA7 1JS, United Kingdom and legal@epoch.blue or to the Customer at the relevant address and/or email address specified in the Order Form or to such other address as may be specified by the relevant Party to the other Party in accordance with Section 11.3.
- 11.5 Deemed Receipt.** Any notices under Section 11.4 shall be deemed received: (i) when delivered by hand on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next business day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or (iii) if sent by email, at 9.00 am on the next Business Day after transmission. This Section does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.6 Waiver.** The failure of a Party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it or any other rights at any time or times thereafter.
- 11.7 Severability.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this Section, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.8 Governing Law; Jurisdiction.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 11.9 Assignment.** This Agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. Epoch may at any time assign, mortgage, sub-contract, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that Epoch gives prior written notice of such dealing to the Customer.
- 11.10 Force Majeure.** A Party shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this agreement (except a payment obligation) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to Acts of God, flood, earthquake or other natural disaster, epidemic, pandemic, war, terrorism, riots, fire, extreme adverse weather conditions, labour dispute, strike and industrial action, provided the Party suffering such Force Majeure Event shall notify the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance and such Party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible. In such an event the corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event. If the Force Majeure Event prevails for a continuous period of more than 3 months, either Party may terminate this Agreement by giving 28 days' written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

- 11.11 Subcontracting.** Epoch may use subcontractors, and other third-party providers (“Subcontractors”) in connection with the performance of its own obligations hereunder as it deems appropriate; provided that the Epoch remains responsible for the performance of each such Subcontractor.
- 11.12 Relationship of the Parties.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 11.13 Changes to These Terms and Conditions.** Epoch may modify or replace these Terms and Conditions from time to time. Epoch will give the Customer notice (which may be given by email or by notification within the Platform) of any modification that materially reduces the Customer’s rights or materially increases its obligations, together with a summary of the material changes. For Customers with an Order Form in effect at the time notice is given, any such modification takes effect from the start of the Customer’s next Renewal Term that begins at least 21 days after the date of the notice. Modifications required by applicable law, or that are not materially detrimental to the Customer, take effect immediately on posting. The Customer’s rights of non-renewal under Section 9.1 are unaffected. By continuing to access or use the Platform or Subscription Services after a modification takes effect, the Customer agrees to be bound by the revised terms. No modification under this Section overrides any term expressly negotiated and set out in an executed Order Form or other executed agreement between the Parties.
- 11.14 Third Party Rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12. DEFINITIONS

In this Agreement, the following terms have the following meanings:

- “Aggregate Data”** means deidentified data derived or aggregated from Customer Data, and data related to the Use of the Subscription Services.
- “Authorised User”** means an employee or contractor of Customer, or its wholly owned subsidiary, who Customer has authorised to use the Subscription Services, or any other users specified in the relevant section of the Order Form or provided to Epoch within 5 days of Epoch’s written request at any time.
- “Business Day”** means a day (other than a Saturday or Sunday) on which banks are generally open in London (United Kingdom) for normal business;
- “Confidential Information”** has the meaning given to it in Section 3.1.
- “Consolidated List of Asset Freeze Targets”** has the meaning given to it in Section 6.4.
- “Customer Affiliate”** means a legal entity that controls, is controlled by, or is under common control with Customer where “control” is defined as owning more than 50% of the voting shares of such entity.
- “Customer Data”** means any data provided by Customer to Platform in connection with this Agreement, including without limitation geo-located plot data, agricultural practice data, supply chain information, and any other inputs required by the Platform to generate Epoch Data, but excluding Aggregate Data. Customer Data excludes geolocation, validation, analytics, risk scores, compliance assessments, and other outputs generated by the Epoch Platform using Customer Data as an input, which constitute Epoch Data; provided, however, that copies, reformatted versions, or validated versions of Customer Data inputs shall remain Customer Data regardless of any processing by the Epoch Platform.
- “Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in any applicable jurisdiction, including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and “Controller”, “Processor”, “Information Commissioner”, “Data Subject”,

"Personal Data", and "Personal Data Breach", "Processing" and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

"DDS" means a due diligence statement under the EUDR.

"Disclosing Party" has the meaning given to it in Section 3.1.

"Documentation" means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible operating system list and other similar materials in hard copy or electronic form if and as provided by Epoch to Customer (including any revised versions thereof) relating to the Subscription Services, which may be updated from time to time upon notice to Customer.

"Effective Date" is the date which is the earlier of (a) the effective date of an Order Form referencing this Agreement or (b) Customer's initial access to any Epoch offering through any provisioning, registration, or order process, including use of the Platform or the Subscription Services.

"Epoch IP" means the Subscription Services, the underlying software, algorithms, interfaces, technology, databases, tools, know-how, processes, and methods used to provide or deliver the Subscription Services or any Documentation and Aggregate Data, all improvements, modifications, or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), the outputs of the Subscription Services, and all Intellectual Property Rights in and to any of the foregoing.

"Fees" has the meaning given to it in Section 2.1.

"Force Majeure Event" has the meaning given to it in Section 11.10.

"GHG Protocol" has the meaning given to it in Section 1.4.

"Initial Term" has the meaning given to it in Section 9.1.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, and these shall include patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognised in any country or jurisdiction in the world.

"IPCC" has the meaning given to it in Section 1.4.

"List of persons named in relation to financial and investment restrictions" has the meaning given to it in Section 6.4.

"Order Form" means the ordering document agreed between the Parties that sets out the Subscription Services, Regulation Modules, Fees and subscription term applicable to Customer, being either (a) an order form or other ordering document executed by both Parties, or (b) where Customer subscribes through Epoch's online sign-up flow, the plan, tier and other options selected by Customer and confirmed by Epoch in the order confirmation for that subscription. Each Order Form references and is governed by this Agreement.

"Person" means any individual, corporation, partnership, trust, limited liability company, association, governmental authority, or other entity.

"Platform" means the Epoch supply chain traceability and regulatory compliance platform (including the system, software and hardware) accessible through the web UI or APIs. The Platform includes:

- (a) **Web-Based UI Dashboard:** Provides a visual interface to monitor and share the outputs of the Regulation Modules and other Subscription Services (such as supplier discovery results, deforestation reports and compliance analysis), and interact with the APIs programmatically.
- (b) **Discovery, Deforestation and Compliance APIs:** Produce on-demand supplier discovery, deforestation and other compliance analysis based on supplier information and geometries provided by or on behalf of the Customer (i.e., supply base).

"Prohibited Countries" has the meaning given to it in Section 6.4.

"QED Agreement" has the meaning given to it in Section 10.1.

"Quantified Environmental Data" has the meaning given to it in Section 1.4.

"Receiving Party" has the meaning given to it in Section 3.1.

"Regulation Module" means a module of the Subscription Services comprising data, analysis and reporting relating to a specific regulation or regulatory framework, including the module for the EU Deforestation Regulation (Regulation (EU) 2023/1115) ("EUDR"), as selected by the Customer in an Order Form.

"Renewal Term" has the meaning given to it in Section 9.1.

"Services" means the Subscription Services.

"Subcontractor" has the meaning given to it in Section 11.11.

"Subscription Services" means Epoch's provision of access to the Platform and associated services provided by Epoch detailed in the Order Form and may include pilot set up or other support.

"Supplier Location Data" means data identifying or otherwise relating to suppliers within Customer's supply chain and their production, processing or operating locations, including supplier names, addresses, geolocation coordinates, facility or plot geometries and related commodity information, in each case whether supplied by or on behalf of Customer or identified, geolocated or otherwise derived by Epoch in the course of providing the Subscription Services.

"Support Hours" has the meaning given to it in Section 4.1(c).

"Term" means, together, the Initial Term and any Renewal Term(s) (if applicable).

"Third Party Services" has the meaning given to it in Section 1.6.

"Uptime Availability" has the meaning given to it in Section 4.1(a).

"Use" means to use and access the Subscription Services in accordance with this Agreement and the Documentation.