

DIGITAL LICENSING AGREEMENT

This Digital Licensing Agreement ("Agreement") is entered into on October 25, 2025 ("Effective Date")

BETWEEN: Green Terrace Solutions Pvt. Ltd., a company registered in India, with its principal place of business at 123 Tech Park, Bangalore, India (hereinafter referred to as "Licensor"),

AND: Urban Farming Innovations Ltd., a company registered in India, with its principal place of business at 45 Eco Tower, New Delhi, India (hereinafter referred to as "Licensee").

1. DEFINITIONS

1.1 Licensed Product: The AI-powered urban farming software and chatbot, developed by Licensor under the Green Terrace brand, which provides crop recommendations, cost estimations, and carbon sequestration tracking. **1.2 License Type:** Non-exclusive, revocable, and limited, granted for internal business use by Licensee. **1.3 Territory:** India, with the possibility of expansion upon mutual agreement. **1.4 License Fee:** INR 5,00,000 (Five Lakh Rupees) per year, payable annually in advance. **1.5 Term:** Three (3) years, commencing from October 25, 2025, and expiring on October 24, 2028, unless renewed or terminated earlier per this Agreement.

2. GRANT OF LICENSE

2.1 Licensor grants Licensee a non-exclusive, non-transferable right to use the Licensed Product for urban farming optimization, analytics, and research purposes. **2.2** Licensee shall not sublicense, rent, lease, transfer, or commercially exploit the Licensed Product beyond the agreed scope without written consent from Licensor. **2.3** Licensee is permitted to integrate the Licensed Product with its proprietary systems for internal use but must not reverse-engineer, modify, or create derivative works based on the Licensed Product.

3. USAGE RIGHTS & RESTRICTIONS

3.1 Licensee may use the Licensed Product solely for its business operations, research, and data analysis related to urban farming initiatives. **3.2** Licensee shall not use the Licensed Product in a manner that may compete with, diminish, or otherwise harm Licensor's business interests. **3.3** Licensee shall not attempt to extract source code, algorithms, or trade secrets from the Licensed Product. **3.4** Any unauthorized use of the Licensed Product will result in immediate termination of this Agreement and possible legal action.

4. PAYMENT TERMS

4.1 Licensee shall pay the License Fee annually, with the first payment due within 30 days of the Effective Date. **4.2** Late payments shall incur an interest of 2% per month until fully settled. **4.3** Payment shall be made via electronic bank transfer to the Licensor's designated account. **4.4** All fees are non-refundable, except in cases where Licensor fails to deliver core functionalities as agreed.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Licensor retains full ownership rights, copyrights, patents, and all other intellectual property associated with the Licensed Product. **5.2** Licensee acknowledges that no ownership rights are transferred under this Agreement. **5.3** Licensee shall include Licensor's branding, logo, and credit lines when displaying the Licensed Product in public presentations, demonstrations, or reports. **5.4** Any improvements, modifications, or enhancements made by Licensee using the Licensed Product shall be reported to Licensor and will be deemed the intellectual property of Licensor.

6. CONFIDENTIALITY

6.1 Each party agrees to maintain the confidentiality of proprietary information exchanged under this Agreement. 6.2 Neither party shall disclose, share, or distribute confidential information to third parties without prior written consent. 6.3 Confidentiality obligations shall remain in effect for a period of five (5) years following the termination or expiration of this Agreement.

7. SUPPORT & UPDATES

7.1 Licensor shall provide ongoing technical support for the Licensed Product during the License Term. 7.2 Updates, bug fixes, and feature enhancements shall be provided in accordance with Licensor's development roadmap. 7.3 Licensee shall report any issues or required improvements to Licensor in writing.

8. LIMITATION OF LIABILITY

8.1 Licensor shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the Licensed Product. 8.2 The total liability of Licensor under this Agreement shall not exceed the total fees paid by Licensee in the previous twelve (12) months. 8.3 Licensee assumes full responsibility for compliance with local regulations and laws regarding the use of the Licensed Product.

9. TERMINATION

9.1 Either party may terminate this Agreement with a written notice of sixty (60) days. 9.2 In the event of a breach, the non-breaching party may terminate immediately if the breach is not remedied within thirty (30) days of notice. 9.3 Upon termination, Licensee must cease all use of the Licensed Product and delete all related materials from its systems. 9.4 Any outstanding fees or obligations shall remain due upon termination.

10. DISPUTE RESOLUTION

10.1 Any disputes arising from this Agreement shall be resolved through arbitration in Bangalore, India, under the Indian Arbitration and Conciliation Act, 1996. 10.2 If arbitration is unsuccessful, disputes shall be submitted to the courts of Bangalore, India, for resolution. 10.3 Both parties agree to make reasonable efforts to resolve disputes amicably before resorting to legal action.

11. GENERAL TERMS

11.1 No waiver of rights shall be deemed valid unless agreed upon in writing by both parties. 11.2 This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements. 11.3 Any modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR: Green Terrace Solutions Pvt. Ltd. Authorized Signatory: _____ Name: Antony Nishanth Title: CEO Date: October 25, 2025

LICENSEE: Urban Farming Innovations Ltd. Authorized Signatory: _____ Name: Arjun Mehta Title: Managing Director Date: October 25, 2025