

End-User License Agreement (EULA)

Effective Date: 11/19/2025

IMPORTANT – READ CAREFULLY: This End-User License Agreement (“Agreement”) is a legal agreement between you (whether an individual or a single entity) (“Client” or “you”) and DATAFORGE AI, LLC (“Company,” “we” or “us”) for use of our proprietary analytics and advisory application and related services (collectively, the “Application”). By accessing or using the Application, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, do not use the Application.

§1 Grant of License and Scope of Use

1.1 License Grant. Subject to your compliance with this Agreement, Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Application solely for your internal business purposes. The license is granted for the term of this Agreement and does not permit you to sublicense, distribute or make the Application available to third parties.

1.2 Purpose of the Application. The Application connects to your accounting platform – for example, QuickBooks Online (“QBO”) via Intuit’s API or other platforms such as Sage – to retrieve read-only financial and operational data (“Client Data”). The Application stores Client Data in secure, encrypted SQLite databases within a dedicated environment hosted by Saturn Cloud and uses associated services (e.g., Supabase for temporary token and contact storage, Vercel for authentication and onboarding) to facilitate the connection. It generates static reports and key performance indicators (“Reports”) and may utilize ChatGPT Pro (business) to generate query logic (we do not send raw Client Data to AI services) and Google Maps for geocoding. Reports may be delivered through Tableau, OneDrive or other channels. The Application is not a public app and is used only for your organization’s data; it is not intended for resale or redistribution. The Application is intended solely for your internal business analytics and advisory use and may not be used for benchmarking, comparing, or performing competitive analysis of Intuit, QuickBooks, Sage, or any other service.

1.3 Restrictions. You shall not: (a) copy, modify or create derivative works of the Application or the Reports (except as required for your internal use); (b) reverse engineer, decompile or disassemble the Application; (c) remove any proprietary notices or labels; (d) use the Application to develop a competing product or service; (e) access the Application for the purpose of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (f) use the Application in a manner that violates applicable law or Intuit’s QuickBooks Online Developer Terms of Service and any other applicable platform terms.

1.4 Reservation of Rights. Company reserves all rights not expressly granted under this Agreement. The Application is licensed, not sold. Company (or its licensors) retains all right, title and interest in and to the Application, including all intellectual property rights.

§2 Client Data and Access Permissions

2.1 Authorization and Access. To use the Application, you must authorize access to your accounting platform via the appropriate OAuth flow (for QBO) or provide API credentials (for Sage or other platforms) and provide certain contact information via our onboarding form. By granting access, you represent that you have the authority to permit Company to retrieve and process your accounting data. You may revoke access at any time via the Application’s disconnect page at <https://www.dataforgeai.ai/connect-quickbooks>, through your platform settings, or by contacting us. Upon revocation, we will promptly cease retrieving Client Data and will delete Client Data from our systems within forty-eight (48) hours, except to the extent retention is required by applicable law or professional standards or for anonymized aggregated metrics, database schema, query logic and workpapers.

2.2 Use of Client Data. Company will use Client Data solely for the purposes of performing under this Agreement and providing Reports to you. We will not sell, rent or otherwise disclose Client Data to third

parties, except to carefully selected third-party service providers engaged by us to process Client Data on our behalf under written agreements that require them to meet or exceed the privacy and security standards set out in this Agreement and in the applicable platform terms. Service providers may include OpenAI (ChatGPT Pro) for query generation, Saturn Cloud, Supabase, Vercel, Google APIs, Microsoft OneDrive and Tableau. We do not send raw Client Data to ChatGPT Pro or any other AI engine; only anonymized schema and query parameters are used. Client Data will remain segregated from other clients' data; we will not aggregate Client Data with other clients' data for analytics or resale. We may retain anonymized aggregated metrics, database schema, query logic and non-identifiable testimonials for our legitimate business purposes. Any such anonymized or aggregated information is used solely for internal analysis, product improvement and marketing, and will not be used for benchmarking Intuit or deriving statistics about Intuit's platform.

2.3 Ownership of Client Data. As between the parties, you retain all right, title and interest in and to the Client Data. Nothing in this Agreement shall be construed to grant Company any rights to Client Data except as expressly set forth herein.

2.4 Data Retention and Deletion. We will retain Client Data only for as long as necessary to provide the Reports or as required by law or professional standards (e.g., GLBA, FTC Safeguards Rule, state consumer privacy laws and AICPA consulting guidelines). Upon termination of the license or revocation of access, we will delete Client Data and derived insights (except those required to be retained as described above) from Saturn Cloud, Supabase, Tableau, OneDrive and our local repositories within forty-eight (48) hours and will confirm deletion to you.

§3 Security and Compliance

3.1 Security Measures. Company implements and maintains reasonable administrative, physical and technical safeguards designed to protect Client Data against unauthorized access, disclosure or destruction. Client Data is stored on secure, encrypted servers hosted by Saturn Cloud; each client's data is segregated in its own environment. API credentials and secrets are stored as environment variables within Saturn Cloud or Supabase and are not embedded in source code. We utilize multi-factor authentication, role-based access controls, encryption in transit and at rest, and regular monitoring to ensure data security.

3.2 Compliance with Laws and Platform Terms. Company will comply with all applicable laws and regulations, including privacy and data protection laws and the Gramm–Leach–Bliley Act, the FTC Safeguards Rule, the Arkansas Personal Information Protection Act and other state consumer privacy laws. We are not a licensed CPA firm and do not perform attest, tax or accounting services; however, we voluntarily follow applicable AICPA consulting standards. We will use Client Data only to provide the Application's functionality in accordance with Intuit's QuickBooks Developer Platform policies and any other applicable platform terms. We will cease processing Client Data upon your revocation of access in accordance with these terms.

3.3 Subprocessors and Third-Party Services. We may use trusted third-party service providers to process Client Data solely for the purposes of this Agreement. We maintain written agreements with these providers that impose data-protection obligations no less protective than those contained herein. Service providers may include Saturn Cloud, Supabase, Vercel, Google APIs, Microsoft OneDrive, Tableau and OpenAI (ChatGPT Pro or other AI services configured such that Client Data is not used to train models). We will not use subcontractors that do not comply with applicable privacy and security requirements.

§4 Confidentiality

4.1 Confidential Information. "Confidential Information" means any non-public information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Client Data and Reports constitute your Confidential Information; the Application and its underlying code constitute Company's Confidential Information.

4.2 Protection of Confidential Information. The Receiving Party shall: (a) use the Disclosing Party's Confidential Information only for purposes of performing under this Agreement; (b) protect the Confidential Information using the same degree of care used to protect its own confidential information (but not less than reasonable care); and (c) not disclose the Confidential Information to any third party, except to personnel and subprocessors who need to know the information for purposes of this Agreement and are bound by confidentiality obligations. The confidentiality obligations in this section do not apply to information that (i) is or becomes publicly available without breach of this Agreement; (ii) is independently developed by the Receiving Party; or (iii) is obtained from a third party without restriction and without breach of any obligation of confidentiality.

§5 Disclaimer of Warranties

5.1 No Warranty. THE APPLICATION AND REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM SECURITY VULNERABILITIES. YOU ACKNOWLEDGE THAT DATA TRANSMISSION OVER THE INTERNET AND DATA STORAGE ARE SUBJECT TO INHERENT RISKS AND THAT COMPANY CANNOT GUARANTEE ABSOLUTE SECURITY.

5.2 Third-Party Services. Company is not responsible for the acts or omissions of third-party service providers (including but not limited to Intuit, Sage, Vercel, Supabase, Microsoft, Google and OpenAI). Use of third-party services is subject to their terms of service and privacy policies.

§6 Limitation of Liability

6.1 Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Aggregate Liability. COMPANY'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU FOR USE OF THE APPLICATION IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6.3 Essential Purpose. The limitations set forth in this section are fundamental elements of the basis of the bargain between the parties and shall apply notwithstanding any failure of essential purpose of any limited remedy.

§7 Indemnification

You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) your breach of this Agreement; (b) your use of the Application or Reports; or (c) your violation of any law or the rights of any third party.

§8 Termination

8.1 Termination by You. You may terminate this Agreement at any time by revoking the Application's access to your accounting platform and ceasing all use of the Application.

8.2 Termination by Company. Company may terminate this Agreement or suspend your access to the Application at any time, for any reason, or immediately if you breach this Agreement, if required by Intuit's

platform policies or other platform terms, or if we reasonably believe your continued use may result in legal liability or disrupt other users.

8.3 Effect of Termination. Upon termination, your license to use the Application ceases immediately, and we will delete Client Data and Reports in accordance with Section 2.4.

§9 Insurance

Company maintains commercial general liability insurance and cyber liability insurance appropriate for an analytics and advisory service. We exercise due care to implement security safeguards but cannot guarantee that cyber incidents will never occur. You acknowledge that you remain responsible for implementing your own security measures and for maintaining insurance appropriate to your operations.

§10 Miscellaneous

10.1 Modifications. Company may modify this Agreement from time to time to reflect changes in laws, regulations or our business practices. We will provide notice of any material modifications and your continued use of the Application following such notice constitutes acceptance of the changes.

10.2 Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Agreement shall be resolved exclusively in the state or federal courts located in Benton County, Arkansas.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings and communications.

10.4 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

10.5 Contact Information. If you have any questions about this Agreement, please contact us by visiting our website's FAQ page at <https://www.dataforgeai.ai/frequently-asked-questions>.

10.6 Audit Cooperation. We acknowledge that Intuit may audit our use of its APIs and Developer Platform to verify compliance with Intuit's Developer Terms of Service. We will cooperate with such audits as required, including providing access to relevant records, systems, and technical information solely for the purpose of verifying compliance.