

SQLConnect Software License Agreement

Agreement version 3.1, effective from September 14, 2026

Splash Business Intelligence, Inc. ("SplashBI")

IMPORTANT: This Agreement is a binding contract. By accepting an Order, installing, accessing, or using SQLConnect, Customer agrees to this Agreement. If an individual accepts for an organization, that individual represents that they have authority to bind it. If Customer does not agree, it must not install, access, or use SQLConnect.

1. AGREEMENT STRUCTURE AND DEFINITIONS

This Agreement governs each SplashBI quote, ordering document, or online order that identifies SQLConnect and is accepted by Customer (each, an "Order"). An Order may specify subscription term, permitted users or other license metrics, fees, support level, and any product-specific terms. If there is a conflict, the Order controls only for those commercial details; this Agreement otherwise controls. Purchase-order terms or other Customer terms do not apply, even if SplashBI accepts or processes the document. The version of this Agreement identified in or provided with the applicable Order is the version accepted by Customer. SplashBI may retain electronic records of Customer's acceptance, activation, installation, and use.

"Customer" means the person or entity identified in the Order. "Authorized User" means an employee or individual contractor whom Customer authorizes to use SQLConnect for Customer's internal business. "Documentation" means SplashBI's then-current user documentation for SQLConnect. "SQLConnect" or "Software" means the executable version of the SQLConnect software identified in an Order, together with updates SplashBI provides under this Agreement. "Subscription Term" means the period stated in the Order. "Customer Data" means data Customer or its Authorized Users submit to or process through the Software. "Confidential Information" means non-public information disclosed by one party to the other that is marked confidential or reasonably should be understood as confidential, including the Software, Documentation, security information, pricing, product plans, and Customer Data.

2. LICENSE AND USE

Subject to Customer's timely payment and compliance with this Agreement, SplashBI grants Customer, during the Subscription Term, a limited, non-exclusive, non-transferable, non-sublicensable right for Authorized Users to install and use the Software and Documentation solely for Customer's internal business purposes and within the license quantities and environment stated in the Order. Customer may make a reasonable number of copies solely for backup, testing, and disaster recovery, provided each copy retains all proprietary notices. Customer is responsible for its Authorized Users and for safeguarding credentials and license keys. Contractors may be Authorized Users only while performing services for Customer, may not be SplashBI competitors, and must be bound by written confidentiality and use restrictions consistent with this Agreement. Customer remains responsible for all acts and omissions of its Authorized Users.

Restrictions

Except to the extent applicable law expressly prohibits a restriction, Customer will not, and will not permit anyone else to:

- copy, modify, translate, create derivative works of, reverse engineer, decompile, disassemble, or attempt to discover source code or non-public underlying ideas or algorithms of the Software;
- sell, resell, sublicense, distribute, rent, lease, time-share, outsource, or provide the Software as a service bureau or managed service, or otherwise make it available to a third party other than Authorized Users;

- circumvent security or license controls; remove proprietary notices; use the Software unlawfully, to use the Software unlawfully; use the Software to develop a competing product; publish or disclose any benchmark or comparative test results concerning the Software without SplashBI's prior written consent; or use the Software in a high-risk system where failure could reasonably cause death, personal injury, or severe physical or environmental damage; or
- exceed the scope, quantities, locations, or other usage limits in the Order.

Customer will notify SplashBI of suspected unauthorized use as soon as reasonably practicable following discovery of the same. SplashBI may suspend license keys, activation, support, updates or other access where reasonably necessary to prevent material harm, security risk, unlawful use, or continued material breach, but will provide advance notice where practicable and restore license keys promptly after the issue is resolved.

3. THIRD-PARTY COMPONENTS AND DEPENDENCIES

The Software may include open-source or other third-party components governed by separate license terms. Those terms control solely for the applicable component to the extent required and will be made available with the Software or on request. Customer is responsible for obtaining and maintaining third-party applications, databases, infrastructure, and licenses required for its environment. Changes or discontinuation by a third-party provider may affect integrations or features. SplashBI may, where commercially practicable, provide a workaround or alternative approach, but does not warrant continued compatibility with a third-party product or service that is changed or discontinued by its provider.

4. FEES, TAXES, AND VERIFICATION

Customer will pay the fees in each Order within 30 days after the invoice date, in U.S. dollars unless the Order states otherwise. Fees are non-cancellable and non-refundable except as expressly stated in this Agreement. Customer is responsible for sales, use, value-added, and similar transaction taxes, excluding taxes on SplashBI's net income. Undisputed overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Customer must notify SplashBI of a good-faith invoice dispute within 15 days after receipt and timely pay all undisputed amounts. SplashBI may suspend the Software for an undisputed amount more than 10 days overdue after giving at least five business days' written notice.

No more than once in any 12-month period, SplashBI may request a written certification of Customer's compliance with license quantities. If SplashBI reasonably believes there is material under-licensing, it may, on at least 10 business days' notice, have an independent auditor review records directly relevant to Software use during normal business hours, subject to reasonable confidentiality and non-disruption safeguards. SplashBI bears the audit cost unless the audit shows use exceeding the licensed scope by more than 5%, in which case Customer will pay the reasonable audit cost and applicable fees for excess use at SplashBI's then-current rates. An audit will not require access to Customer Data except as strictly necessary to verify usage. Customer will pay the applicable fees for excess use from the date the excess use began or, if that date cannot reasonably be established, from the beginning of the then-current Subscription Term. Additional licenses identified through verification will be co-termed with the applicable Order and invoiced at SplashBI's then-current rates, payable within 15 days.

5. TERM, RENEWAL, AND TERMINATION

This Agreement begins when Customer first accepts an Order or installs, accesses, or uses the Software and continues while any Order remains in effect. Each Order begins and remains effective for its Subscription Term. SplashBI will notify Customer of any renewal price change at least 30 days before the renewal date. An Order will renew only if the parties agree to the renewal in writing. Quantities may not be reduced during a current Subscription Term.

Either party may terminate an Order or this Agreement for the other party's material breach if the breach remains uncured 30 days after written notice; for nonpayment, the cure period is 10 days. Either party may terminate immediately if the other party ceases business without a successor or becomes subject to an

insolvency proceeding that is not dismissed within 60 days, to the extent permitted by law. SplashBI may terminate immediately for a material breach of the license restrictions that cannot reasonably be cured.

On expiration or termination, Customer's license ends and it will stop using and delete the Software and Documentation, except for routine backup copies retained under standard retention policies and kept protected and unused. Customer will pay accrued fees. Sections intended by their nature to survive will survive, including payment obligations, ownership, confidentiality, indemnification, liability limits, and general terms.

6. SUPPORT, UPDATES, AND CHANGES

Support is included only to the extent expressly stated in the Order. SplashBI's support policy in effect on the Order date applies and will not be materially reduced during the applicable Subscription Term. Professional services, implementation, configuration, training, and custom development are not included unless expressly stated in an Order or separate statement of work. During a paid Subscription Term, SplashBI will make generally available maintenance updates for the licensed version available to Customer. Customer will install security fixes and material updates within a reasonable time. Updates are part of the Software and subject to this Agreement. New products, separately marketed modules, and major versions may require additional fees. SplashBI may modify the Software, provided it does not materially reduce the core functionality purchased by Customer during the then-current Subscription Term.

7. OWNERSHIP, CUSTOMER DATA, AND FEEDBACK

SplashBI and its licensors own all right, title, and interest in the Software, Documentation, updates, derivatives, and related intellectual property. The Software is licensed, not sold. No rights are granted except those expressly stated. Customer owns Customer Data. Customer grants SplashBI a limited right to process Customer Data only as necessary to provide support, troubleshoot, and secure the Software, or as otherwise directed by Customer. SplashBI may use aggregated and de-identified technical and usage information that does not identify Customer or any individual to operate, secure, analyze, and improve its products. Except where Customer expressly provides Customer Data in connection with a support request, SplashBI does not require access to the content of Customer Data to provide the Software. Customer will remove or minimize sensitive information before supplying support materials where reasonably practicable. SplashBI may process Customer Data supplied for support only to provide the requested support and will delete or return it in accordance with its standard retention practices.

If Customer provides suggestions or feedback, SplashBI may use it without restriction or obligation, provided SplashBI does not identify Customer as the source without permission. The Software may automatically collect and transmit limited technical, operational, license-compliance, and diagnostic information, including Software version, license or account identifiers, device and operating-system information, configuration information, feature usage, performance data, error logs, and crash reports ("Telemetry"). SplashBI may use Telemetry to activate and administer licenses, provide support, maintain security, identify and correct errors, understand product usage, and develop and improve its products and services.

Telemetry does not include the substantive content of Customer Data, database query results, passwords, or authentication credentials, except where Customer knowingly provides such information in connection with a support request. SplashBI may use aggregated or de-identified Telemetry for analytics, benchmarking, reporting, and product development, provided it does not identify Customer or an individual. Customer will not disable or interfere with Telemetry reasonably required for license administration, security, or legal compliance. SplashBI will process Telemetry in accordance with applicable law and its applicable privacy and security practices.

AI Features. The Software may include optional features that use artificial intelligence, machine learning, or similar technologies ("AI Features"). Customer controls whether and how it uses AI Features and is responsible for reviewing their outputs before relying on or using them. AI-generated outputs may be incomplete, inaccurate, or unsuitable for Customer's intended purpose and are not professional advice.

Customer will not use an AI Feature or its output as the sole basis for a decision that produces legal or similarly significant effects on an individual.

As between the parties, Customer retains its rights in Customer Data submitted to an AI Feature. SplashBI will not use Customer Data to train generalized artificial intelligence or machine-learning models for the benefit of other customers without Customer's prior written consent. SplashBI may use third-party technology providers to operate AI Features, subject to contractual confidentiality and data-protection obligations. SplashBI does not represent that an output is unique or that identical or similar output will not be generated for another user. Customer's use of AI Features remains subject to the warranty disclaimers and liability limitations in this Agreement.

8. CONFIDENTIALITY AND SECURITY

The receiving party will use the disclosing party's Confidential Information only to exercise rights and perform obligations under this Agreement, protect it using at least reasonable care, and disclose it only to personnel, contractors, advisers, and service providers who need to know it and are bound by confidentiality obligations at least as protective. Confidential Information does not include information the receiving party can document: (a) is publicly available through no breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the Confidential Information.

If legally compelled to disclose Confidential Information, the receiving party will, where lawful, give prompt notice and reasonable assistance at the disclosing party's expense, and disclose only what is legally required. These obligations continue for two years after disclosure; trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Each party will maintain reasonable administrative, technical, and physical safeguards appropriate to the information it handles. Customer remains responsible for the security of its systems, credentials, backups, and configuration, and for determining whether its use of the Software complies with applicable law.

9. LIMITED WARRANTY

SplashBI warrants that, for 90 days after initial delivery, the Software will substantially conform to the Documentation when used in accordance with this Agreement and the Documentation. Customer must notify SplashBI of a claimed breach during the warranty period with enough detail to reproduce the issue. SplashBI will use commercially reasonable efforts to repair or replace the nonconforming Software. If SplashBI cannot do so within a reasonable time, Customer may terminate the affected Order and receive a refund of prepaid fees for the unused portion of the affected Subscription Term. This is Customer's exclusive remedy for breach of this warranty.

The warranty does not apply to issues caused by unauthorized modification or use, failure to install a provided fix, Customer or third-party systems or products, misuse, accident, beta or evaluation software, or events outside SplashBI's reasonable control. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE SOFTWARE, DOCUMENTATION, SUPPORT, AND THIRD-PARTY COMPONENTS ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPLASHBI DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SPLASHBI DOES NOT WARRANT THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE WILL MEET EVERY CUSTOMER REQUIREMENT.

10. INDEMNIFICATION

SplashBI IP Indemnity

SplashBI will defend Customer against a third-party claim that Customer's authorized use of the Software infringes a U.S. patent, copyright, or trademark, and will pay damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement by SplashBI. SplashBI has no obligation to the extent a claim results

from Customer Data, third-party components, modifications not made by SplashBI, combination with items not supplied or required by SplashBI, use contrary to this Agreement or Documentation, or continued use after SplashBI provides a non-infringing replacement or notice to stop. If a claim appears likely, SplashBI may obtain continued use rights, modify or replace the Software without materially reducing core functionality, or terminate the affected Order and refund prepaid fees for the unused portion of its term.

Customer Indemnity

Customer will defend SplashBI against a third-party claim arising from Customer Data or Customer's unlawful or unauthorized use of the Software, and will pay damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement by Customer.

Process

Indemnification requires prompt written notice (delay excuses obligations only to the extent materially prejudicial), control of the defense and settlement by the indemnifying party, and reasonable cooperation at that party's expense. The indemnifying party may not settle a claim in a way that admits fault by, imposes non-monetary obligations on, or fails to fully release the indemnified party without its written consent, not to be unreasonably withheld. This Section states each party's exclusive remedy for claims covered by it.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA; BUSINESS INTERRUPTION; REPLACEMENT SERVICES; OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY.

EXCEPT FOR THE EXCLUSIONS BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE AFFECTED SOFTWARE DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ITS CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED TWO TIMES THAT AMOUNT.

The exclusions of damages and liability caps do not apply to: (a) Customer's payment obligations; (b) Customer's infringement or misappropriation of SplashBI's intellectual property or breach of the license restrictions; or (c) liability that cannot lawfully be limited. The limitations apply in the aggregate, regardless of legal theory, and reflect the parties' allocation of risk.

12. COMPLIANCE

Each party will comply with laws applicable to its performance under this Agreement. Customer will comply with U.S. and other applicable export controls and sanctions and will not export, re-export, transfer, or use the Software in a prohibited jurisdiction or for a prohibited end use. Customer represents that it and its Authorized Users are not restricted parties. Neither party will offer or accept an improper payment or benefit in connection with this Agreement.

13. GENERAL TERMS

Notices. Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, or email with confirmation of transmission. Notices to SplashBI must be sent to Splash Business Intelligence, Inc., 3079 Peachtree Industrial Blvd., Duluth, GA 30097, Attn: Legal, with a copy to splashbicontracts@splashbi.com. Notices to Customer go to the address or email in the Order. Email notices are effective on the next business day; other notices are effective on receipt.

Assignment. Neither party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld. Either party may assign it without consent in connection with a merger,

reorganization, sale of substantially all assets, or change of control, provided the assignee is not a direct competitor of the other party and agrees in writing to be bound. Any prohibited assignment is void.

Governing Law; Arbitration. Georgia law governs this Agreement, without regard to its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute, claim, or controversy arising out of or relating to this Agreement, including its formation, interpretation, breach, termination, or enforceability, will be finally resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. The arbitration will be conducted by one arbitrator in Atlanta, Georgia, in the English language. The Federal Arbitration Act governs this arbitration provision. The arbitrator will issue a reasoned written award, and judgment on the award may be entered in any court having jurisdiction.

The arbitration and all related materials will be treated as Confidential Information, except to the extent disclosure is required to enforce or challenge an award or is otherwise required by law. Nothing in this Section prevents either party from seeking temporary, preliminary, or injunctive relief from a court of competent jurisdiction to protect its intellectual property or Confidential Information.

Publicity. Neither party may use the other’s name, trademarks, or logos in public marketing without prior written consent. **Force Majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, except payment obligations. The affected party will provide prompt notice and use reasonable efforts to mitigate. If the event continues more than 60 days, either party may terminate the affected Order on notice.

Independent Parties; Third Parties. The parties are independent contractors. This Agreement creates no agency, partnership, employment, fiduciary, or third-party beneficiary relationship. **Waiver; Severability.** A waiver must be in writing and is limited to the specific instance. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will continue in effect.

Changes; Entire Agreement. SplashBI may update this Agreement for a renewal term by giving Customer at least 30 days’ notice before renewal; changes will not materially reduce Customer’s rights during a current Subscription Term. Any other amendment must be in a writing signed by both parties. This Agreement and each Order are the entire agreement regarding SQLConnect and supersede prior or contemporaneous proposals and communications. Headings are for convenience only. Electronic acceptance and signatures are effective, and counterparts form one instrument.

ACCEPTANCE

Customer accepts this Agreement through the acceptance method stated above. No separate signature is required unless an Order requires one. The Effective Date is the date Customer first accepts an Order or installs, accesses, or uses SQLConnect.