SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT

This Software-as-a-Service Subscription Agreement ("Agreement") is entered into as of March 1, 2026 (the "Effective Date"), by and between:

Provider: DataForge Analytics Inc., a Delaware corporation, with principal offices at 500 Terry Francine Street, 6th Floor, San Francisco, CA 94158 ("Provider" or "DataForge")

Customer: Meridian Financial Group LLC, a New York limited liability company, with principal offices at 425 Park Avenue, 18th Floor, New York, NY 10022 ("Customer")

1. DEFINITIONS

1.1 "Authorized Users" means the individuals designated by Customer to access the Service, up to the number of user licenses purchased.

1.2 "Customer Data" means all data, information, and materials submitted by or on behalf of Customer to the Service, including but not limited to financial records, client information, transaction data, and analytical outputs.

1.3 "Documentation" means Provider's standard user guides, administrator manuals, and online help resources for the Service.

1.4 "Service" means Provider's cloud-based data analytics and business intelligence platform known as "DataForge Enterprise," including all updates and upgrades made available during the Subscription Term.

1.5 "Service Level Agreement" or "SLA" means the service levels described in Exhibit A attached hereto.

1.6 "Subscription Term" means the initial term and any renewal terms as specified in Section 7.

2. SUBSCRIPTION AND ACCESS

2.1 Grant of Access. Subject to the terms of this Agreement and payment of all applicable Fees, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the Subscription Term for Customer's internal business purposes only.

2.2 Authorized Users. Customer may permit up to fifty (50) Authorized Users to access the Service. Additional user licenses may be purchased at the per-user rate specified in the applicable Order Form.

2.3 Account Security. Customer is responsible for maintaining the confidentiality of all login credentials and for all activities conducted through its accounts.

3. FEES AND PAYMENT

3.1 Subscription Fees. Customer shall pay Provider an annual subscription fee of $84,000.00 USD (the "Subscription Fee"), payable in advance within thirty (30) days of invoice.

3.2 Implementation Fees. A one-time implementation and onboarding fee of $15,000.00 USD is due upon execution of this Agreement.

3.3 Price Increases. Provider may increase the Subscription Fee by up to ten percent (10%) upon each renewal, provided

that Provider gives Customer at least ninety (90) days prior written notice.

3.4 Late Payments. Any undisputed amounts not paid when due shall accrue interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less.

3.5 Taxes. All Fees are exclusive of applicable taxes. Customer is responsible for all sales, use, and similar taxes, excluding taxes based on Provider's income.

4. DATA OWNERSHIP AND PRIVACY

4.1 Customer Data Ownership. As between the parties, Customer retains all rights, title, and interest in and to Customer Data. Provider acquires no rights in Customer Data except as expressly set forth herein.

4.2 License to Customer Data. Customer grants Provider a limited, non-exclusive license to access, use, and process Customer Data solely to provide the Service and as otherwise permitted under this Agreement.

4.3 Data Usage. Provider may access and use Customer Data to provide and improve the Service, generate anonymized and aggregated statistical data, and develop new features. Provider may also use Customer Data for AI model training purposes after removing all personally identifiable information.

4.4 Data Security. Provider shall implement and maintain industry-standard administrative, technical, and physical safeguards designed to protect Customer Data, including SOC 2 Type II compliance and AES-256 encryption at rest and TLS 1.3 in transit.

4.5 Data Processing Agreement. The Data Processing Addendum ("DPA") attached as Exhibit B is incorporated herein by reference and governs Provider's processing of personal data on behalf of Customer.

4.6 Data Retention. Upon termination, Provider shall make Customer Data available for export for thirty (30) days. After such period, Provider may delete Customer Data from its systems.

5. SERVICE LEVELS AND SUPPORT

5.1 Uptime Commitment. Provider guarantees 99.9% monthly uptime for the Service, measured as set forth in the SLA (Exhibit A).

5.2 Planned Maintenance. Provider shall provide at least 48 hours advance notice of scheduled maintenance windows.

5.3 Support. Provider shall provide the following support:

(a) Priority email and phone support during business hours (Monday through Friday, 8:00 AM to 8:00 PM Eastern Time);
(b) 24/7 critical issue support for Severity 1 (service down) and Severity 2 (major feature impaired) issues;
(c) Target initial response times: Severity 1 — 1 hour; Severity 2 — 4 hours; Severity 3 — 1 business day.

5.4 Service Credits. If Provider fails to meet the uptime commitment in any calendar month, Customer shall be entitled to service credits as follows:

(a) 99.0% - 99.9% uptime: 10% credit of monthly fee
(b) 95.0% - 99.0% uptime: 25% credit of monthly fee
(c) Below 95.0% uptime: 50% credit of monthly fee

6. LIMITATION OF LIABILITY

6.1 EXCEPT FOR BREACHES OF SECTION 4 (DATA) OR SECTION 8 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

6.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY.

6.3 THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS; (B) DAMAGES ARISING FROM WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (C) CUSTOMER'S PAYMENT OBLIGATIONS.

7. TERM AND TERMINATION

7.1 Initial Term. The initial Subscription Term is twelve (12) months commencing on the Effective Date.

7.2 Auto-Renewal. This Agreement shall automatically renew for successive twelve (12) month periods unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

7.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice.

7.4 Termination for Convenience. Customer may terminate this Agreement at any time upon sixty (60) days written notice; however, no refunds of prepaid fees shall be provided.

8. CONFIDENTIALITY

8.1 Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose it to any third party.

9. INDEMNIFICATION

9.1 Provider Indemnification. Provider shall indemnify and defend Customer against any third-party claim that the Service infringes any U.S. patent, copyright, or trademark.

9.2 Customer Indemnification. Customer shall indemnify and defend Provider against any claim arising from Customer's use of the Service in violation of this Agreement or applicable law.

10. GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions.

10.2 Any dispute shall be resolved through binding arbitration administered by the American Arbitration Association in New York, New York.

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

DATAFORGE ANALYTICS INC.   MERIDIAN FINANCIAL GROUP LLC

By: _____   By: _____
Name: Alex Drummond   Name: Victoria Hayes

Title: Chief Revenue Officer   Title: Chief Operating Officer

Date: March 1, 2026   Date: March 1, 2026