



Hyperion DataForge™

End User License Agreement

Version 4.0 – Final

Effective Date: 1st day of June, 2026

This End User License Agreement (“Agreement” or “EULA”) is a legally binding agreement between you (“Customer,” “you,” or “your”) and Hyperion DataForge, Inc. (“Company,” “we,” “us,” or “our”) governing your access to and use of the Hyperion DataForge™ platform, APIs, and related services (collectively, the “Software” or “Service”).

By accessing or using the Service, you agree to be bound by this Agreement. If you do not agree, do not access or use the Service.

1. Definitions

1.1 “Software” / “Service”. The Hyperion DataForge™ data-movement engine and its binaries, control and data planes, APIs, and associated documentation, made available by the Company.

1.2 “Standalone Deployment”. The Software run in the Customer’s own environment (bare metal, private cloud, or self-managed infrastructure) without a cloud-marketplace billing relationship.

1.3 “Marketplace Deployment”. The Software consumed through a cloud provider’s marketplace (e.g., Google Cloud, AWS, Azure), where billing is transported through that provider.

1.4 “Billable Data Volume” (“BDV”). The field-data byte volume the Software streams to the destination during a billing period, deterministically measured per batch and recorded in the Software's per-run telemetry.

1.5 “Access Subscription”. The recurring fee granting access to the Service at a given Tier.

1.6 “Tier”. A usage classification under the schedule in Section 5.

1.7 “OAuth”. A short-duration ephemeral, machine-readable token used as an SSO (Single Sign On) mechanism to align a customer to a profile for billing and access rights.



2. License Grant and Restrictions

Company grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Service.

Customer may not:

- Reverse engineer or attempt to extract source code
- Circumvent usage, billing, or access controls
- Use the Service for unlawful purposes

3. Access and Usage Model

3.1 Subscription and Metering. Access requires an active Access Subscription. Billing is a monthly platform fee plus metered usage based on BDV, as outlined in Section 5.

3.2 The Meter Does Not Stop. Usage above a Tier's Capacity Limit continues to process and accrues overage at the rate in Section 5. Job submission is gated only on an active subscription — never on usage. A customer whose subscription is not active may be denied access until the subscription is restored.

3.3 Standalone Exemptions. Section 3.1, 3.2, and the Cap-and-Ratchet metrics in Section 5 apply strictly to Marketplace on-demand usage. Standalone Deployments are governed by flat-rate term licensing as specified in the applicable private offer or platform partner agreement, and are not subject to automated metered usage billing, unless negotiated in the standalone agreement.

3.4 Benchmark. The Software includes a standalone, downloadable Benchmark, with a limited execution window period of fourteen (14) consecutive days, measured by the Software from the date of its first launch on a given host, during which the Customer may use the Software for evaluation, proof-of-value, capacity sizing, and benchmark validation ("Benchmark Use").

The Benchmark period is recorded by the Software in independent stores and cannot be reset by deletion of state. Upon expiration, the Software will refuse further execution. Continued use of any kind — including extended benchmark engagements, multi-host validation runs, joint hardware-vendor validation work, or any production workload — requires a separate formal written agreement with the Company, which may take the form of a Marketplace Subscription (Section 3.1), a Standalone term license (Section 3.3), or an extended benchmark agreement, as applicable. Benchmark Use is provided without support, service-level commitments, or remedy of any kind.



4. Billable Data Volume (BDV)

4.1 Engine-Measured Authority. BDV is determined by the Software’s own deterministic measurement of the bytes it processes, as recorded in its per-run telemetry. The Software’s record is the authoritative measure of BDV absent manifest error.

4.2 Marketplace Reporting. In a Marketplace Deployment, the Company additionally reports consumption to the cloud provider’s metering interface for billing transport. Where the provider’s transported figure and the Software’s recorded figure differ, the Software’s per-run record governs and is made available to the Customer for reconciliation.

4.3 Reconciliation. The Software’s per-run telemetry is itemized, reproducible, and available to the Customer. Disputes regarding BDV are resolved by reference to that record.

5. Tier Schedule and Cap-and-Ratchet

New customers default to the Sandbox Tier. The current schedule (approved 2026-05-20) is set forth below and may be updated in accordance with Section 17.2. Tier and pricing values are maintained as the Company’s authoritative source of truth; on a Marketplace Deployment, the marketplace serves only as billing transport.

Tier	Monthly	Per-GB (Excluding Sandbox)	Capacity Limit	Overage (150%)	Ratchets To
Sandbox	\$0	\$10 / 100 MB	10 GB (trigger)	—	SMB 1
SMB 1	\$500	\$9.30	100 GB	\$13.95	SMB 2
SMB 2	\$1,000	\$8.60	250 GB	\$12.90	Professional
Professional	\$3,000	\$7.90	1 TB	\$11.85	Professional Plus
Professional Plus	\$7,000	\$7.20	3 TB	\$10.80	Enterprise
Enterprise	\$15,000	\$6.50	10 TB	\$9.75	Enterprise Plus



Tier	Monthly	Per-GB (Excluding Sandbox)	Capacity Limit	Overage (150%)	Ratchets To
Enterprise Plus	\$30,000	\$4.50	50 TB	\$6.75	Platform Partner
Platform Partner	\$500,000	—	Unlimited	—	—

5.1 Overage. Usage above the Capacity Limit bills at 150% of the Tier’s per-GB rate, as shown above, except as specified in Section 5.4.

5.2 Ratchet. A second consecutive over-Capacity Limit billing period moves the account to the next Tier. The first over-Capacity Limit period is a grace period; an isolated spike that returns below the threshold is absorbed.

5.3 Negotiated Tiers. Enterprise and above are made available by private offer and may require a separate written agreement. The Company will not automatically bill a Customer into a negotiated Tier without notice.

5.4 Sandbox. The Sandbox Tier is for entry and evaluation and has no grace period. Usage exceeding the Sandbox Capacity Limit constitutes the Customer's express electronic acceptance of, and immediate enrollment in, the SMB 1 Tier, including the commitment to the corresponding monthly platform fee, usage, and overage rates. The ratchet is immediate.

5.5 Downgrade. Downgrades are available through support only after usage has remained below the lower Tier’s Capacity Limit for a full billing period.

6. Fees, Billing, and No Refunds

6.1 Fees. Customer will pay all platform fees and metered usage charges for its Tier and consumption. Charges accrue per billing period and are due as invoiced or as transported through the applicable marketplace.

6.2 No Refunds. All fees are non-refundable except as required by law. Without limiting the foregoing, fees are non-refundable on the basis of throughput, transfer speed, performance, or the Customer’s dissatisfaction with performance that is attributable to the Customer’s environment as described in Sections 7 and 8.



6.3 Billing Verification. Upon reasonable request, Company shall make available billing records and BDV telemetry sufficient to permit Customer verification of charges.

7. Customer Environment and Responsibilities

The performance and operation of the Software are conditioned on the Customer's environment. The Customer is solely responsible for, and the Company does not control:

- provisioning and configuring adequate compute, memory, storage, and network resources;
 - the availability and accessibility of source systems and source data;
 - the availability, accessibility, and writability of destination systems;
 - database engine selection, version, configuration, and capacity;
 - network connectivity, bandwidth, and latency;
 - credentials, access controls, and lawful authority to move the data; and
 - compliance with all laws applicable to the Customer's data.
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8. Performance; No Throughput or Speed Warranty

8.1 Environment-Dependent Performance. The Software is engineered to process data at the maximum sustainable throughput permitted by the infrastructure on which it operates. Actual throughput, transfer rate, and completion time are determined and limited by the Customer's environment, including without limitation: network and link bandwidth and latency; storage subsystem performance (disk and array I/O, IOPS, rotational and seek latency, and write-ahead-log or commit throughput); available CPU and memory; database engine, version, and configuration; and the degree of concurrency selected by the Customer.

8.2 No Performance Warranty. The Company makes no representation, warranty, or guarantee that the Software will achieve any particular throughput, row rate, byte rate, transfer speed, latency, or completion time in the Customer's environment. Any performance figures, benchmark results, or throughput numbers published by the Company or appearing in any marketing, documentation, website, or other material are specific to the hardware and configuration on which they were measured, are provided for illustration only, and are not a representation or warranty of performance attainable in any other environment.

8.3 Sole Functional Commitment. The Company's sole functional commitment is that, when provided with an available and accessible source and an available, accessible, and writable



destination, the Software will process and transfer the available data at the maximum rate the Customer's environment permits. The Company does not warrant the availability, accessibility, configuration, capacity, or performance of any source system, destination system, network, or infrastructure, all of which are the Customer's responsibility under Section 7.

8.4 No Remedy for Performance Expectations. Customer acknowledges that throughput or speed limited by the Customer's environment is not a defect in the Software and does not entitle the Customer to any refund, credit, fee reduction, or other remedy.

9. Warranties; Disclaimer

The Software and Service are provided "AS IS" and "AS AVAILABLE," without warranty of any kind. To the maximum extent permitted by law, the Company disclaims all warranties, whether express, implied, statutory, or otherwise, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty that the Software will be uninterrupted, error-free, secure, or will meet the Customer's requirements. The Customer assumes the entire risk as to the results and performance of the Software.

10. Limitation of Liability

10.1 Exclusion of Damages. To the maximum extent permitted by law, in no event will the Company be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any lost profits, lost revenue, lost or corrupted data, loss of goodwill, or business interruption, arising out of or relating to this Agreement or the Software, even if advised of the possibility of such damages and regardless of the theory of liability.

10.2 Cap. The Company's total cumulative liability arising out of or relating to this Agreement will not exceed the total fees actually paid by the Customer to the Company in the twelve (12) months immediately preceding the event giving rise to the claim.

10.3 Allocation of Risk. The parties acknowledge that the fees reflect this allocation of risk and that the limitations in Sections 8, 9, and 10 are an essential basis of the bargain between them.

11. Intellectual Property

11.1 Ownership. The Software, including all underlying algorithms, architecture, and source code, and all intellectual property rights therein, is owned by Harper Technologies LLC and licensed to

Hyperion DataForge, Inc.
613 E. 9th Ave, Havana, FL 32333



Hyperion DataForge, Inc. under a perpetual exclusive license. Customer acquires no ownership interest under this Agreement.

11.2 Patents. The Software implements inventions covered by USPTO Provisional Patent Applications 63/948,848 (DataForge™ Stack Architecture) and 63/948,990 (FUSE Algorithms), both filed in December 2025 and currently pending utility conversion. No patent license is granted beyond the limited license in Section 2.

11.3 Reservation; Marks. All rights not expressly granted are reserved. This Agreement grants no right to the Company's trademarks, trade names, or service marks, including the DataForge™ mark and the Hyperion DataForge name and logo.

12. Data Handling and Telemetry

12.1 Operational Metadata Only. The Software captures operational metadata only: throughput and performance metrics, volume (rows and bytes ingested and written), run outcomes, resource-governor events, and account and billing identity (a marketplace-issued account identifier and the associated OAuth subject claim, retained solely for billing transport and account reconciliation), together with any basic contact or intent information the Customer voluntarily provides.

12.2 No Content Telemetry. Connection strings and request bodies are never logged. In a Standalone Deployment, the Software establishes no network connection except as the Customer explicitly configures. The Company's assurance is consistent with its core architectural principle: the engine is brought to the data, not the data to the engine.

12.3 Account Data. The Company does not retain user credentials, raw OAuth tokens, or any dataset payload data. A stable account identifier derived from the marketplace provider's identity (e.g., the OAuth sub claim) is retained for billing reconciliation. Customer-supplied connection strings are stored in the meta database solely to enable job execution and resume; they are never written to logs, returned in API responses, or transmitted outside the Customer's environment.

12.4 GDPR Addendum. Where required by applicable data protection law, the parties will enter into a Data Processing Addendum upon request.

13. Term and Termination

13.1 Term. This Agreement is effective while the Customer maintains either (a) an active Access Subscription or (b) an active flat-rate term license under a Standalone or platform partner agreement.



13.2 Termination. This Agreement and all rights granted terminate automatically upon expiration or cancellation of the subscription, upon any breach by the Customer, or upon written notice of termination by the Company.

13.3 Effect; Survival. Upon termination, Customer will cease all use of the Software. Sections 1, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 16, 17 and 18 survive termination.

14. Governing Law and Venue

This Agreement is governed by the laws of the State of Florida, without regard to its conflict-of-law provisions. Any dispute arising under or relating to this Agreement is subject to the exclusive jurisdiction of the state and federal courts located in Leon County, Florida, and the Customer consents to personal jurisdiction in those courts. Except for actions to compel arbitration, enforce an arbitration award, or obtain injunctive relief, all disputes shall be resolved exclusively through arbitration under Section 16.

15. Indemnification

Customer agrees to indemnify Company against claims arising from:

- misuse of the Service
 - violation of this Agreement
 - Customer's unlawful data processing
 - Third-party claims arising from Customer's use of the Service, Customer-provided data, or Customer's violation of law
 - The nature, legality, ownership, accuracy, or permissibility of Customer-provided data, whether or not a third-party claim has been asserted.
 - Regulatory penalties caused by Customer conduct
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16. Dispute Resolution and Arbitration

16.1 A party shall provide written notice of dispute.

16.2 The parties shall attempt informal resolution for thirty (30) days from receipt of written notice. Either party may initiate arbitration after this period, regardless of participation.

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16.3 Arbitration shall be administered by the American Arbitration Association (AAA) under its then-current rules, available at www.adr.org.

16.4 No class actions permitted.

17. General Provisions

17.1 Entire Agreement. This Agreement is the entire agreement between the parties regarding the Software and supersedes all prior communications, including any prior version of this EULA.

17.2 Modification of this Agreement. The Company may modify this Agreement at any time, in its sole discretion. The current version of this Agreement is the version posted on the Company's website at hyperiondataforge.com, and any modification is effective immediately upon posting. The Company is not obligated to provide individual or advance notice of changes; posting the updated Agreement constitutes notice. The Customer's continued access to or use of the Service after a modification is posted constitutes acceptance of the modified Agreement. If the Customer does not agree to a modification, the Customer's sole and exclusive remedy is to discontinue use of the Service and cancel any subscription. Modifications apply prospectively only and do not alter charges already accrued. Changes affecting fees, Tier thresholds, billing methodology, or other material terms shall not take effect earlier than the later of (a) thirty (30) days after posting or (b) the start of the Customer's next billing cycle.

17.3 Severability; No Waiver. If any provision is held unenforceable, the remainder remains in effect. The Company's failure to enforce any provision is not a waiver.

17.4 Assignment. Customer may not assign this Agreement without the Company's prior written consent. The Company may assign it in connection with a merger, acquisition, or sale of assets.

17.5 Force Majeure. Neither party is liable for delay or failure due to causes beyond its reasonable control.

18. Contact

Hyperion DataForge, Inc. · Attn: Licensing

Email: support@hyperiondataforge.net · Website: hyperiondataforge.com