

AI ASSISTANT TERMS AND CONDITIONS

Version Date: March 1, 2025

THE INDIVIDUAL THAT DOWNLOADS AND USES THE AI ASSISTANT FEATURE ACCEPTS THE AI ASSISTANT TERMS AND CONDITIONS SET FORTH BELOW (“ADDITIONAL TERMS”) ON BEHALF OF THE CUSTOMER (DEFINED BELOW) UNDER WHOSE ACCOUNT SUCH INDIVIDUAL HAS ACCESS TO THE ALLVUE PLATFORM AND AI ASSISTANT FEATURE. SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THESE ADDITIONAL TERMS. IF THE INDIVIDUAL ACCEPTING THESE ADDITIONAL TERMS DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE ADDITIONAL TERMS, SUCH INDIVIDUAL MUST NOT ACCEPT THESE ADDITIONAL TERMS AND MAY NOT USE THE AI ASSISTANT FEATURE.

1. **General Description of the AI Assistant Services.** Customer’s and its Authorized Users’ use of the AI Assistant Feature shall be governed by these Additional Terms and the main agreement between Allvue and Customer (the “**Main Agreement**”, collectively with the “**Additional Terms**”, the “**Agreement**”). “**Customer**” herein means the legal entity that has executed the Main Agreement with Allvue to receive Allvue’s SaaS services (the “**Allvue Platform**”) and designates the individuals who can use the Allvue Platform under its account (herein referred to as “**Authorized User**”) pursuant to the Main Agreement. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Main Agreement.

2. **No Changes to Customer’s Payment Obligations.** At present, use of the AI Assistant Feature is provided at no additional charge. If Allvue intends to charge Customers for the AI Assistant Feature, Allvue will provide Customer with advance notice.

3. **Term and Termination of the use of the AI Assistant.** Authorized Users can start their use of the AI Assistant Feature at any time by downloading and installing the AI Assistant browser extension and can remove it from their browsers at any time. These Additional Terms shall terminate in accordance with the Main Agreement. Allvue reserves the right to limit, disable, suspend, or terminate Customer’s or any of its Authorized Users’ right individually to use or access the AI Assistant Feature at any time in Allvue’s sole discretion without prior notice.

4. **Customer’s Responsibilities.** Customer and its Authorized Users may only use the AI Assistant Features (a) for internal business purposes and (b) in accordance with the Agreement, including Allvue’s [Artificial Intelligence Acceptable Use Policy](#), which is incorporated herein by reference and forms an integral part of the Agreement. Customer is responsible for (i) its Authorized Users’ use of the AI Assistant Feature in compliance with the Agreement, and (ii) the security and access to the AI Assistant Feature for its Authorized Users. Allvue reserves the right to investigate any violation or potential violation of the [Artificial Intelligence Acceptable Use Policy](#), which may include reviewing Customer Data. Customer and its Authorized Users will be able to upload content, such as text, images, or documents (collectively, “**AI Input**”). The AI Input will be used to generate an output, such as, text, an image, or a graphic file, which will be provided within the textbox of the AI Assistant (“**AI Output**”, and collectively with AI Input, the “**Generated Content**”). Generated Content is not Customer Confidential Information under the Agreement. Customer is solely responsible for the AI Input of its Authorized Users. Customer and its Authorized Users must not submit any AI Input that: (v) includes trademarks or other materials protected by third-party Intellectual Property Rights, unless Customer has sufficient rights in such materials; (w) is intended to generate AI Output that is substantially similar to a third party’s copyrighted work or is otherwise protected by third-party Intellectual Property Rights, unless Customer has sufficient rights in such work; (x) contains personal data (as defined under applicable law) unless Customer complies with all data protection and privacy laws and regulations applicable to the personal data,

including providing privacy notices and/or obtaining consent if applicable and/or required; (y) violates applicable law; or (z) violates the Agreement. Allvue may automatically block AI Input by Customer and its Authorized Users, in Allvue's sole discretion, if it believes that the AI Input violates the rights of a third party, applicable law, or the Agreement. Customer will use commercially reasonable efforts to prevent and terminate any of its Authorized Users' access to the AI Assistant Feature in the case of unauthorized use of, or access to, the AI Assistant Feature, and promptly notify Allvue of any unauthorized use of, or access to, the AI Assistant Feature of which Customer becomes aware.

5. **Changes to the AI Assistant Feature.** Allvue may make changes to the presentation, layout, use and functionality of the AI Assistant Feature in its sole discretion without any notice to Customer, but such changes shall not cause a materially adverse effect on Allvue's provision of the Services pursuant to the Main Agreement.

6. **Data Privacy and Security.** The Main Agreement includes any other agreements executed thereunder (e.g., any Product Riders or Transaction Schedules, each as amended) and the Data Protection Agreement (as amended the "**DPA**"). The DPA, including the Technical and Organizational measures, apply to the AI Assistant Feature. The DPA is hereby amended by adding an additional "use purpose" of the subprocessor "Microsoft Corporation" to include "Generative Artificial Intelligence Service Provider." If Customer does not authorize this additional use of the Microsoft Corporation subprocessor, then Customer and its Authorized Users may not use the AI Assistant Feature. Pursuant to the DPA, Customer is responsible for obtaining and ensuring the lawful basis of collection of Personal Data with respect to the AI Assistant Feature and Customer's other obligations under the DPA apply to the AI Assistant Feature.

7. **Intellectual Property.** Notwithstanding anything to the contrary contained in the Agreement, Allvue shall own all Intellectual Property Rights in the AI Assistant Feature and Generated Content. Allvue grants to Customer a worldwide, perpetual, irrevocable, royalty-free license to use and distribute the Generated Content for any internal business purpose. Customer shall execute, at Allvue's expense but without compensation, such customary documents that Allvue deems reasonably necessary to obtain, maintain, and/or enforce its Intellectual Property Rights in the Generated Content, including customary Intellectual Property Rights assignments.

8. **Disclaimer.** Allvue (a) makes no warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the AI Assistant Feature; (b) makes no representation about the content or information provided by the AI Assistant Feature, including AI Output; and (c) does not warrant that the operation of the AI Assistant Feature will meet Customer's requirements. Allvue shall not be responsible for the compliance of any Generated Content with: (i) any law or regulation applicable to Customer; (ii) Customer's internal policies; or (iii) Customer's agreements with third parties.

9. **Feedback.** If Customer or any of its Authorized Users provide Allvue with feedback about the AI Assistant Feature, Allvue may use that feedback without restriction or obligation to Customer, provided that Customer Data (including Personal Data) is not disclosed in connection therewith, and Customer hereby assigns all rights, title, and interest in such feedback to Allvue. Feedback is not Confidential Information under the Main Agreement.

10. **Conflicting Terms.** If there is a conflict between the Additional Terms and the Main Agreement with respect to the AI Assistant feature, the Additional Terms will control solely with respect to issues pertaining to the AI Assistant Feature. If there is a conflict between the Additional Terms and the Main Agreement with respect to a non-AI Assistant Feature issue, the Main Agreement shall control.

11. **General Terms.** Without limiting the foregoing, the terms and provisions of the Main Agreement related to Access and Use, Force Majeure, Confidentiality, Relationship of the Parties, Notices, Interpretation, Assignment, No Third-Party Beneficiaries, Amendments, Severability, Governing Law, Jurisdiction, Waiver of

Jury Trial, Counterparts, and other provisions of general application, except to the extent the terms hereof explicitly conflict therewith, shall apply hereto, including the Generated Content, as if fully set forth herein.

12. Updates to the Additional Terms. From time to time, Allvue may modify the Additional Terms. Allvue will use commercially reasonable efforts to notify Customer of material changes of the AI Assistant Feature through communications via email or a URL provided to Customer. Continued use of the AI Assistant Feature by one or more of Customer's Authorized Users after an updated version of the Additional Terms goes into effect will constitute Customer's acceptance of such updated version.