ALLVUE

ARTIFICIAL INTELLIGENCE TERMS AND CONDITIONS

Version Date: March 16, 2026

These Artificial Intelligence Terms and Conditions ("**AI Terms**") supplement and are incorporated by reference into the applicable Product Rider, Transaction Schedule or Order Form (as amended, the "**Product Rider**") to the Master Subscription and Services Agreement, Software as a Service Agreement or similar governing agreement (as amended, the "**Main Agreement**") between Allvue Systems, LLC ("**Allvue**") and the entity or entities defined as "**Customer**" thereunder. The Main Agreement, together with the Product Rider (including these AI Terms), and all other agreements entered into thereunder, collectively constitute the "**Agreement**." All capitalized terms used but not defined herein have the meanings set forth in the Agreement.

1. DEFINITIONS

1.1 "**AI Input**" means any content, including text, images, documents, prompts, or data, that Customer or its Authorized Users upload, submit, or otherwise provide to the AI Services.

1.2 "**AI Output**" means any content, including text, numbers, mathematical calculations, recommendations, suggestions, patterns, images, reports, or other materials, generated by the AI Services in response to AI Input.

1.3 "**AI Services**" means the artificial intelligence tools and services identified in the applicable Product Rider or Order Form, provided by Allvue to assist Customer in its use of the Solutions. For the avoidance of doubt, AI Services does not include Generated Content.

1.4 "**Generated Content**" means AI Input and AI Output, collectively.

2. AI SERVICES

2.1 Provision of AI Services. Allvue will provide the AI Services to Customer and its Authorized Users in accordance with these AI Terms and the Main Agreement. "**Customer**" 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 ("**Authorized Users**") pursuant to the Main Agreement.

2.2 Changes to AI Services. Allvue may modify, update, or discontinue the AI Services at any time in its sole discretion; provided that such changes shall not cause a material adverse effect on Allvue's provision of the Services pursuant to the Main Agreement.

3. CUSTOMER RESPONSIBILITIES

3.1 Permitted Use. Customer and its Authorized Users may use the AI Services solely for internal business purposes and in accordance with the Agreement, including Allvue's Artificial Intelligence Acceptable Use Policy, available at https://www.allvuesystems.com/legal-terms/artificial-intelligence/ai-acceptable-use-policy.pdf (the "**Acceptable Use Policy**"), which is incorporated herein by reference and forms an integral part of the Agreement. Customer is responsible for (a) ensuring its Authorized Users' compliance with the Agreement, including these AI Terms and the Acceptable Use Policy, (b) the security of and access to the AI Services for its Authorized Users, and (c) Customer is solely responsible for all AI Input submitted by its Authorized Users. Allvue may automatically block AI Input in its sole discretion if it reasonably believes the AI Input violates the rights of a third party, applicable law, or the Agreement.

3.2 Unauthorized Access. Customer will use commercially reasonable efforts to prevent and terminate unauthorized access to the AI Services, and will promptly notify Allvue of any unauthorized use of or access to the AI Services of which Customer becomes aware. Allvue reserves the right to limit, disable, or suspend Customer's or any Authorized User's access to the AI Services at any time in its sole discretion if Allvue reasonably believes Customer or any Authorized User has violated these AI Terms or the Acceptable Use Policy.

3.3 Review of AI Output. Customer acknowledges that AI Output may be incomplete, inaccurate, or unsuitable for Customer's intended purposes, and that other users may receive similar or identical AI Output. Customer agrees to review all AI Output before use and to comply with all legal, regulatory, or professional licensing rules or obligations applicable to Customer's use of AI Output.

4. REGULATORY COMPLIANCE

4.1 High-Risk Use Prohibited. Customer acknowledges that the AI Services are not intended or certified for any use cases classified as "high-risk" under Regulation (EU) 2024/1689 (the "**EU AI Act**") or any successor regulation. Customer shall not use the AI Services for any high-risk AI application as defined under the EU AI Act. Customer further acknowledges that the AI Services are not designed for use in high-risk activities where failure could lead to death, personal injury, or severe environmental damage.

4.2 Customer's Compliance. To the extent the EU AI Act or any other applicable law or regulation applies to Customer's use of the AI Services, Customer is solely responsible for ensuring that its use complies with all applicable requirements thereof.

4.3 Data Privacy and Security. The Data Protection Addendum and all Technical and Organizational Measures set forth therein apply to the AI Services.

5. INTELLECTUAL PROPERTY

5.1 Allvue IP. Nothing in these AI Terms transfers or conveys to Customer any ownership interest in the AI Services.

5.2 AI Input and AI Output. As between Allvue and Customer, Customer retains all intellectual property rights in: (a) AI Input; and (b) AI Output, solely to the extent (i) such AI Output is protectable under applicable intellectual property law, and (ii) such AI Output does not infringe any third party's pre-existing intellectual property rights. Notwithstanding the foregoing, Allvue retains all right, title, and interest in and to any Allvue technology, models, algorithms, software, or other proprietary components embedded in or underlying such AI Output.

5.3 Non-Unique Outputs. Customer's rights to AI Output do not extend to outputs generated for other users.

5.4 IP Assignment Assistance. Each Party shall execute, at the other Party's expense but without additional compensation, such customary documents as the other Party reasonably deems necessary to obtain, maintain, or enforce its intellectual property rights under these AI Terms.

6. DISCLAIMERS

6.1 No Warranty. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AI SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ALLVUE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED OPERATION OF THE AI SERVICES.

6.2 No Accuracy Warranty. WITHOUT LIMITING THE FOREGOING, ALLVUE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF ANY AI OUTPUT. CUSTOMER ACKNOWLEDGES THAT AI OUTPUT MAY BE INCOMPLETE OR INACCURATE AND THAT THE ACCURACY OF ARTIFICIAL INTELLIGENCE MODELS CANNOT BE GUARANTEED. CUSTOMER'S USE OF OR RELIANCE UPON AI OUTPUT IS AT CUSTOMER'S SOLE RISK.

6.3 No Compliance Warranty. ALLVUE IS NOT RESPONSIBLE FOR THE COMPLIANCE OF ANY AI OUTPUT WITH: (A) ANY LAW OR REGULATION APPLICABLE TO CUSTOMER; (B) CUSTOMER'S INTERNAL POLICIES; OR (C) CUSTOMER'S AGREEMENTS WITH THIRD PARTIES.

6.4 Not Professional Advice. THE AI SERVICES AND AI OUTPUT ARE NOT A SUBSTITUTE FOR LEGAL, FINANCIAL, MEDICAL, OR ACCOUNTING ADVICE. NOTWITHSTANDING THE FOREGOING, AI OUTPUT MAY BE USED TO ASSIST A LICENSED PROFESSIONAL, PROVIDED SUCH PROFESSIONAL INDEPENDENTLY REVIEWS AND VALIDATES THE OUTPUT.

7. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALLVUE SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, OR LOSSES ARISING FROM CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF OR RELIANCE ON AI OUTPUT.

8. GENERAL PROVISIONS

8.1 Conflict. If there is a conflict between these AI Terms and the Main Agreement with respect to the AI Services, these AI Terms control. If there is a conflict between these AI Terms and the Main Agreement with respect to matters unrelated to the AI Services, the Main Agreement controls.

8.2 Entire AI Agreement. These AI Terms, together with the Acceptable Use Policy and the Main Agreement, constitute the entire agreement between the Parties with respect to the AI Services.

8.3 Updates. Allvue may modify these AI Terms from time to time by updating the terms at https://www.allvuesystems.com/legal-terms/artificial-intelligence/artificial-intelligence-terms-and-conditions.pdf. Continued use of the AI Services after an updated version becomes effective constitutes Customer's acceptance of such updates.