ALLVUE

MCP AND AGENTIC TERMS AND CONDITIONS

Version Date: October 27, 2026

These MCP and Agentic Terms and Conditions ("**MCP 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 MCP 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

"**Agent**" means any Third-Party software agent, bot, script, robotic process automation tool, or autonomous or semi-autonomous system (including any large language model-based or other artificial intelligence-driven tool) that accesses, interacts with, or performs actions using the Solutions or Hosting Services on behalf of, or at the direction of, Customer or an Authorized User, whether such access occurs through Allvue's standard user interface, API Access or MCP Access. For clarity, these MCP Terms do not apply to Allvue's AI Solutions.

"**Agent Credentials**" means user IDs and passwords, API keys, tokens, or other authentication or authorization mechanisms issued by, or configured with the approval of, Allvue for use by, or in connection with, an Agent to access the Solutions or Hosting Services. For clarity, Agent Credentials shall be considered Access Credentials.

"**AI Output**" means any content, including text, numbers, mathematical calculations, recommendations, suggestions, patterns, images, reports, or other materials, generated using Covered Technology.

"**Allvue MCP**" means a Model Context Protocol server, the use of which Allvue provides to Customer.

"**API Access**" means access to, or use of, all or part of a Solution's functionality by means of a Third-Party application programming interface, as opposed to Allvue's standard user interface for such Solution.

"**Customer AI System**" means an AI model-based or other artificial intelligence-driven tool or system that (i) is utilized by Customer and its Authorized Users in a non-public, access-controlled environment under an enterprise-based subscription (and not through a free, trial, or consumer-grade plan); and (ii) has the technical capability to enable MCP Access.

"**MCP Access**" means a form of API Access made available or permitted by Allvue through a Model Context Protocol server or comparable protocol or interface (whether an Allvue MCP or a Third-Party MCP), enabling an Authorized User or Agent to invoke or interact with the specific Solution(s) or workflow(s) identified as available for such access in the applicable Product Rider.

"**Third-Party**", in relation to a tool, module, applet or product, means that it was developed or acquired by the Customer and was not developed or provided by Allvue to the Customer.

2. ACCESS RIGHTS

2.1 Scope. API Access, MCP Access and use of Agents, where made available (the "**Covered Technology**"), are provided solely for the specific Solution or workflows, and subject to the scope, fees, and other terms, identified in the applicable Product Rider. Neither API Access nor MCP Access expands

Authorized Usage or grants Customer or any Authorized User or Agent any right to access or use any Solution, module, workflow, or functionality not expressly identified in the applicable Product Rider as available through such access.

2.2 Permitted Agent Access. Neither Customer nor any Authorized User may use, deploy, or permit any Agent to access or interact with the Solutions or Hosting Services unless, and only to the extent, such access is expressly permitted under the applicable Product Rider, including any applicable API Access or MCP Access granted thereunder. Any such permitted Agent access is subject to all restrictions on Customer's usage and credentials under the Agreement, which apply equally to Agents and Agent Credentials. Customer's accessing of the Solutions or Hosting Services in accordance with the Product Rider and these MCP Terms shall be considered Authorized Usage by Authorized Users.

2.3 Customer Responsibility for Agents. Customer is solely responsible for (a) all acts and omissions of, and all activity conducted by or through, any Agent that Customer or an Authorized User deploys, configures, or permits to access the Solutions or Hosting Services, to the same extent as if such acts, omissions or activity had been undertaken directly by an Authorized User, (b) maintaining the confidentiality and security of all Agent Credentials, and (c) ensuring that any Agent operates within the scope of Authorized Usage and the permitted workflows identified in the applicable Product Rider. Use of an Agent to access the Solutions or Hosting Services beyond such permitted scope, including to circumvent any limitation on the number of Authorized Users or Access Credentials, shall constitute Excess Use under the Agreement and/or a material breach of the Agreement.

2.4 Agent Credentials. Agent Credentials are subject to the requirements of the Agreement applicable to Access Credentials, including the prohibition on rotation of Access Credentials. Notwithstanding such requirements, Agent Credentials (a) need not be assigned to a named individual, provided that Customer designates in the Product Rider an Authorized User who is responsible for each set of Agent Credentials, and (b) shall count toward the maximum number of Authorized Users designated in the applicable Product Rider.

2.5 Included Third-Party Technology. Customer shall not permit any Agent to access, maintain or otherwise use the Included Third-Party Technology except for the sole purpose of accessing the functionality of the Included Third-Party Technology in the form of the Solutions in accordance with the terms of the Agreement. Customer's responsibility under the Agreement for unauthorized access to or use of the Solutions, the Hosting Services and Included Third-Party Technology, and for other violations of such Section, includes any such access, use or violation by any Agent that Customer deploys or permits, or by use of Agent Credentials assigned to Customer.

2.6 AI Usage. Use of Covered Technology is subject to Allvue's Artificial Intelligence Acceptable Use Policy (https://www.allvuesystems.com/legal-terms/artificial-intelligence/ai-acceptable-use-policy.pdf) (the "**AI AUP**").

2.7 Customer AI System. Customer shall ensure that any Customer AI System that is used in connection with any Covered Technology (a) maintains SOC 2 Type II certification (or a substantially equivalent independent security certification) and (b) does not use any data from the Solutions, Hosting Services, Intelligence Insights, or any AI Output generated therefrom to train, retrain, fine-tune, or otherwise improve any machine learning model or artificial intelligence system. Allvue reserves the right to implement rate limits, access controls, tool-level permissions, and usage monitoring on any Covered Technology to ensure compliance with these MCP Terms and the Agreement.

3. RESTRICTIONS

3.1 Application of Agreement Restrictions. Any restriction imposed upon Customer and/or its Authorized Users set forth in the Agreement, including any access or use restriction, applies to any act or omission undertaken directly or through an Agent.

3.2 Additional Restrictions. Except as otherwise expressly permitted by Allvue, Customer shall not, and shall not permit its Representatives, any Agent, or any other third party to, use any Covered Technology to: (a) extract, replicate, or benchmark the Solutions for purposes of development or provision of a competing software product or service; (b) circumvent any limitation on the number of Authorized Users or Access Credentials, or to scrape or bulk extract data, or systematically replicate the Solutions, Hosting Services, or AI Output, beyond the workflows expressly permitted in the applicable Product Rider; (c) obtain data, AI Output, or other content from the Solutions or Hosting Services for the purpose of directly or indirectly creating, training, testing, or otherwise improving any machine learning algorithm or artificial intelligence system, including any architecture, model, or weights; or (d) circumvent or disable any hardware or software security device or digital rights management system that protects any Deliverable.

3.3 Equitable Remedies. Any breach or threatened breach of Article 2 or this Article 3 of these MCP Terms shall be deemed a material breach or a threatened material breach of the access and use restrictions for purposes of the equitable remedies provision of the Agreement.

3.4 Suspension. Allvue reserves the right, in its sole discretion, to suspend or limit any service account issued for a Covered Technology if Allvue determines such Covered Technology at any time (a) poses a potential risk to the stability, integrity or availability of Allvue's services, or (b) such Covered Technology usage exceeds the use permitted under the Product Rider.

4. GENERAL PROVISIONS

4.1 Conflict. In the event of a conflict between these MCP Terms and any other provision of the Agreement (other than the DPA), these MCP Terms shall control with respect to their subject matter, unless a Product Rider expressly references and modifies a specific provision of these MCP Terms, in which case such Product Rider shall control solely with respect to the Solutions governed by such Product Rider.

4.2 Survival. Articles 2.2, 2.3, 2.5, and Article 3 of these MCP Terms shall survive termination or expiration of the Agreement.

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