ALLVUE

NEXIUS INTELLIGENCE TERMS AND CONDITIONS

Version Date: October 21, 2026

These Nexius Intelligence Terms and Conditions (the "**Intelligence Terms**") supplement and are incorporated by reference into the applicable Product Rider, Transaction Schedule or Order Form (as amended, the "**Product Rider**") to the main governing agreement (as amended, the "**Main Agreement**") between Allvue Systems, LLC ("**Allvue**") and the entity or entities defined as "**Customer**" therein. The Main Agreement, together with the Product Rider (including these Intelligence 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. These Intelligence Terms apply solely to Customer's use of Intelligence Services (defined below).

1. DEFINITIONS

"Allvue MCP" means the Model Context Protocol server Allvue provides as the means of access to the Intelligence Services.

"**Authorized Excerpt**" means a portion of Intelligence Insights that: (a) is limited to the amount reasonably necessary for the applicable Permitted Use; and (b) does not enable reconstruction of the Intelligence Data or substitute for the Intelligence Service.

"Customer AI System" has the meaning set forth in the MCP Terms (defined below).

"**Customer Fund**" means any fund, account, or vehicle that Customer manages or advises. If Customer is a fund administrator, it means any fund, account, or vehicle that Customer administers for its client.

"**Intelligence Data**" means the aggregated, de-identified data sets that Allvue compiles from de-Identified data across multiple Allvue clients.

"**Intelligence Insights**" means any benchmark, index, statistic, score, model output, chart, report, comparison, screen, or other analytical result generated by or delivered through the Intelligence Services, in each case derived using Intelligence Data.

"**Intelligence Services**" means the Allvue analytics, benchmarking, market intelligence, and insights offerings made available to Customer, together with any Intelligence Insights delivered through them.

"**Models**" means the statistical models, algorithms, methodologies, analytical frameworks, cohort construction rules, machine learning models, model weights, embeddings, schemas, MCP tool definitions, prompts, query logic and software that Allvue uses to create Intelligence Data or generate Intelligence Insights.

"Peer Cohort" means a group of de-identified data contributors defined by the Models. Examples include strategy, vintage, geography, or asset class.

"Permitted Recipient" means each of the following persons, so long as it is bound by confidentiality obligations to Customer at least as protective as those in the Main Agreement: (a) Customer's and its Affiliates' personnel, investment committees, and boards; (b) Customer Funds and their general partners and advisory committees; (c) investors; (d) boards and senior management of a Customer Fund's portfolio companies, solely for Intelligence Insights about that company; and (e) Customer's auditors, legal counsel, administrators, and other professional advisors.

"**Re-Identify**" means to associate, or attempt to associate, any Intelligence Data or Intelligence Insight with an Allvue customer or any fund, investor, portfolio company, borrower, transaction counterparty, or natural person, whether alone or in combination with other information, and "**Re-Identification**" is construed accordingly.

2. ANALYTICS SUBSCRIPTION AND PERMITTED USE

2.1 **Grant.** Subject to Customer's compliance with the Agreement and these Intelligence Terms and payment of any applicable fees, Allvue grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide right during the applicable Subscription Term to access and use the Intelligence Services and to use Intelligence Insights only for the following purposes (the "**Permitted Uses**"):

(a) *Internal Decision-Making*. To inform Customer's internal business, operational, and investment decisions.

(b) *Peer Benchmarking*. To compare the performance, operating metrics, and other characteristics of Customer's portfolio investments against Peer Cohorts.

(c) *Trend and Market Analysis*. To identify and evaluate market, sector, vintage, and strategy trends.

(d) *Investment Strategy and Fund Planning*. To support strategy development, portfolio construction, underwriting and product planning.

(e) *Investor and Stakeholder Reporting*. To include Authorized Excerpts in reports, presentations, and communications delivered to Permitted Recipients. Examples include quarterly reports, annual meeting materials, advisory committee materials, and investment committee memoranda.

(f) *Fundraising and Due Diligence*. To include Authorized Excerpts in offering materials, due diligence questionnaire responses, and data room materials delivered to Investors under confidentiality obligations.

(g) *Fund Administration Services*. If Customer is a fund administrator, Customer may deliver Authorized Excerpts to a client fund it administers, and to that fund's manager, but only Authorized Excerpts relating to that client fund and only as part of Customer's administration services.

(h) *Advisors and Regulators*. To disclose Intelligence Insights to Customer's professional advisors under confidentiality obligations. Customer may also disclose Insights to a governmental or regulatory authority with jurisdiction over Customer, to the extent required.

(i) *Customer AI Systems*. To access, query, and process Intelligence Insights through Customer AI Systems in accordance with Sections 2.1(a) through (h) and Section 3.1(d). Customer is responsible for every action its Customer AI System performs as if Customer had performed it.

2.2 **Retained Insights.** Intelligence Insights that Customer has downloaded, exported or incorporated into Customer's own work product prior to expiration or termination of the applicable subscription term ("**Retained Insights**") may be retained and used by Customer after that date, on a perpetual basis and subject to the restrictions in Section 3, solely for Customer's internal business purposes and for archival, audit, regulatory, and investor-reporting purposes. Allvue shall have no obligation to update, support, or maintain any Retained Insight.

2.3 Allvue may suppress, withhold, or aggregate any Intelligence Insight where, in Allvue's sole judgment, the applicable Peer Cohort does not contain a sufficient number of contributors to preserve the de-identified nature of the Intelligence Data or to produce statistically meaningful results. Allvue shall have no liability for any suppression or withholding of Intelligence Insights under this Section.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

3.1 Customer shall not, and shall not permit an Authorized User or any third party to: (a) sell, license, sublicense, syndicate, publish, or otherwise commercially redistribute any Intelligence Insight, or use any Intelligence Insight to provide benchmarking, index, valuation, advisory, or data services to third parties; (b) use any Intelligence Insight, Intelligence Data, or the Intelligence Services to develop, train, fine-tune, validate, or improve any machine learning model, large language model, product, or service, including those that competes with the Intelligence Services or any other Allvue offering; (c) reverse engineer, decompile, or otherwise attempt to derive the underlying composition of any data set or Model; (d) systematically download, scrape, or extract Intelligence Insights in bulk, or access the Intelligence Services other than through the MCP Access or interfaces made available by Allvue; (e) remove or obscure any proprietary notice, attribution, or disclaimer accompanying an Intelligence Insight; or (f) use any Intelligence Insight or

Intelligence Data in the creation, structuring, pricing, or provision of any financial instrument, index, exchange-traded product, or investment product, or present any Intelligence Insight to investors or potential investors as a component of any such product, except with Allvue's prior written agreement.

3.2 Customer shall not Re-Identify, and shall implement reasonable internal controls to prevent its personnel from attempting to Re-Identify, any Intelligence Insight. If Customer becomes aware that it has inadvertently Re-Identified any Intelligence Insight, Customer shall promptly notify Allvue, cease all use of the affected information, and delete it. Customer's breach of this provision is a material breach under the Main Agreement.

3.3 Customer acknowledges and agrees that: (a) the use and interpretation of the Intelligence Services and Intelligence Insights requires specialist skill and knowledge of financial markets; (b) Customer and its Authorized Users have that skill and knowledge and will exercise that skill and knowledge and appropriate judgment when using the Intelligence Services; (c) Customer is responsible for its personnel's compliance with this Section 3 and shall be liable for any breach by its personnel or by any recipient to whom Customer discloses an Intelligence Insight.

4. OWNERSHIP AND GRANTS

4.1 **Customer Data.** As between the parties, Customer retains all right, title, and interest in and to Customer Data, including all intellectual property rights therein. Nothing in these Intelligence Terms transfers ownership of Customer Data to Allvue.

4.2 **Allvue Property.** As between the parties, Allvue owns all right, title, and interest in and to the Intelligence Services, the Models, the Intelligence Data, the Intelligence Insights and all of their related benchmark datasets, databases, methodologies, and algorithms, together with all intellectual property rights therein. Customer's rights in Intelligence Insights are limited to the usage granted in Sections 2.1 and 2.2.

4.3 **Feedback.** Customer grants Allvue a perpetual, irrevocable, royalty-free worldwide license to use any suggestions, enhancement requests, or other feedback Customer provides regarding the Intelligence Services, without restriction or obligation. Customer acknowledges that Allvue may collect data relating to the manner in which Customer and its Authorized Users access and use the Intelligence Services, including session activity, query types, features used, and volumes and types of Intelligence Insights accessed or downloaded ("**Usage Data**") for service operation, improvement, or support or other related purposes.

4.4 **Suspension.** Allvue may suspend Customer's access to the Intelligence Services on written notice where Allvue reasonably believes that continued access presents a material and immediate risk of breach of Section 3.1 or 3.2. Allvue shall limit any such suspension to the affected functionality and duration, shall notify Customer of the basis for the suspension, and shall restore access promptly once the underlying issue is resolved. Suspension under this Section does not affect Customer's access to any other Allvue service or solution.

4.5 **Allvue MCP.** Customer's use of the Allvue MCP shall be subject to the MCP and Agentic Terms and Conditions (https://www.allvuesystems.com/legal-terms/artificial-intelligence/mcp-and-agentic-terms-and-conditions.pdf) (as amended, the "**MCP Terms**").

4.6 Service Modifications. Allvue may modify, update, enhance, or discontinue any part of the Intelligence Services, at any time, including by adding, removing, or re-weighting data sources, changing cohort construction rules, or changing the scope, frequency, or format of Intelligence Insights.

5. DISCLAIMERS

5.1 The Intelligence Services and all Intelligence Insights are provided for informational purposes only. Allvue uses reasonable endeavors to compile Intelligence Data from sources that Allvue relies on in good faith and believes to be accurate, but does not warrant the accuracy, completeness, timeliness, or fitness for any particular purpose of any Intelligence Insight.

5.2 No Intelligence Insight constitutes investment advice, a recommendation to buy, sell, or hold any security or instrument, a valuation or fairness opinion, an offer or solicitation, a credit rating, or an evaluated price. Allvue is not acting as an investment adviser, fiduciary, valuation agent, benchmark administrator, or credit rating agency in respect

of Customer. Customer is solely responsible for its own investment, valuation, and credit decisions, and shall independently verify any Intelligence Insight on which it intends to rely.

5.3 Allvue shall have no liability for any investment, valuation, credit, pricing, or reporting decision made by Customer or by any third party in reliance on any Intelligence Insight.

6. LIABILITY

The limitations and exclusions of liability in the Agreement apply to these Intelligence Terms, provided that Customer's breach of Section 3.1 or 3.2 shall be exceptions to any damages exclusions or limits on liability set forth in the Main Agreement. The parties acknowledge that any breach or threatened breach of Section 3.1 or 3.2 shall be deemed a material breach or a threatened breach of the access and use restrictions for purposes of the equitable remedies provision of the Agreement.

7. TERMINATION AND SURVIVAL

7.1 **Effect of Termination.** On expiration or termination of a subscription to the Intelligence Services, Customer shall cease accessing the Intelligence Services and shall delete all Intelligence Insights in its possession other than Retained Insights.

7.2 **Survival.** Sections 1, **Error! Reference source not found.**, 2.2, 3, 4, 5, 6, and this Section 7 survive expiration or termination of these Intelligence Terms, and Section 3 survives without time limit.

8. ORDER OF PRECEDENCE

In the event of a conflict between these Intelligence Terms and the Agreement, these Intelligence Terms control with respect to the Intelligence Services and the subject matter addressed here. A Product Rider controls over these Intelligence Terms only where it expressly references the provision of these Intelligence Terms it modifies and is signed by an authorized representative of each party.