Covenants Service Terms

Version: October 2024

If you (“Customer” or “You”) have entered into an Order Form with Octus that includes a subscription for Covenants Services, your access to and use of the Covenants Services (as defined below) is governed by these Covenants Service Terms (“Covenants Terms”), which apply in addition to the Master Services Terms (the “Master Terms”) and are incorporated into the Agreement by and between Customer and Octus. These Covenants Terms supersede all prior versions of the Covenants Service Terms that may have been entered into by and between Customer and Octus. Octus and Customer agree as follows:

1. Definitions

Solely for the purposes of these Covenants Terms, the below terms are defined as follows:

a. “Confidential Credit Information” means loan or bond-related documents and other information that are subject to confidentiality, non-use or non-disclosure restrictions and Covenants Content sourced or derived therefrom other than Aggregated Anonymous Data.

b. “Covenants Content” means news, statements, content, articles, alerts, data, reports, summaries, opinions, insights, analyses and other information or materials delivered or made available in connection with the Covenants Services or obtained through use of the Covenants Services.

c. “Covenants Services” means Octus' loan and bond documentation legal analytics offering.

d. “Customer Work Product” means any internal documents and work product of Customer or a Customer Affiliate created in the normal course of its business.

e. “Downtime” means the loss of a material function of the Covenants Services, which loss was caused solely by a failure of Octus' computer or server equipment used to provide the Covenants Services to Customer, excluding any inability to access the Covenants Services as a result of: (i) the failure of third party connections, services or utilities, including computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within

Octus' reasonable control; (ii) the failure of any provider of Third Party Services to provide access to Third Party Services; (iii) scheduled maintenance; or (iv) any Force Majeure Event. Octus will use commercially reasonable efforts to provide Customer with advance notice of any scheduled maintenance.

f. “FinDox Services” means Octus' document aggregation platform offering.

g. “Limited Extracts” means limited extracts of Covenants Content which have no independent commercial value.

h. “Non-Systematic” means infrequent and not automatically generated by machine or regularly created by Customer or any Authorized User.

All capitalized terms used herein without definition will have the same meanings set forth in the Master Terms.

2. Access, Ownership and Copyright Notices

a. Access to Covenants Services. Subject to Customer’s compliance with the terms and conditions of the Agreement, Octus hereby grants Customer a limited, non-exclusive, personal, revocable, non-sublicensable, non-transferable right and license solely during the Subscription Term for the Covenants Services for its Authorized Users to:

i. access and save Covenants Content for the Authorized User’s internal business use;

ii. distribute articles or alerts that are part of the Covenants Content, on a Non-Systematic basis to a limited number of business associates, clients, and prospective clients by targeted personal emails, letters or other communications provided, in each case, that (x) all original copyright and other notices contained therein or thereon are preserved and (y) the Authorized User has a reasonable basis to believe that such selective distribution on a Non-Systematic basis may be useful or helpful to the recipient for a particular purpose; and

iii. use and distribute Limited Extracts in Customer Work Product on a Non-Systematic basis provided, in each case, that the Limited Extracts are (x)

attributed to Octus in accordance with Section 2(c) and any other copyright owner and (y) used in a manner whereby the meaning of the Covenants Content is not distorted or changed.

b. No Mass Distribution. For clarity, neither Customer nor any Authorized User will be permitted to, directly or indirectly, (i) distribute any Covenants Content (other than as expressly permitted under Section 2(a)(iii) of these Covenants Terms) by press release, blog posting, newsletter, article, bulletin board or other publication accessible to individuals that are not Authorized Users or by any email, website posting, or other communication intended to be viewed by more than ten (10) individuals that are not Authorized Users; (ii) set up, create, configure or automate any email or alert functionality in the Covenants Services for or on behalf of any non-Authorized User or use auto-forwarding or similar means to distribute Covenants Content to non-Authorized Users; or (iii) otherwise distribute any Covenants Content in a way that could reasonably undermine the ability of Octus to market or sell Covenants Content to any third party. Customer acknowledges that any breach of this Section 2(b) of these Covenants Terms will constitute a material breach of the Agreement and entitle Octus, at Octus' option and without limiting any other Octus remedies, to immediately terminate the Agreement and Customer's and/or any Authorized Users' access to any or all Services.

c. Attribution. Any Limited Extracts used or distributed in Customer Work Product on a Non-Systematic basis, if not already similarly marked, must be marked with the following copyright notice: "© [Current Year] Octus Intelligence, Inc."; provided that if such Limited Extracts have been modified by the an Authorized User to such a degree that marking with the copyright notice is not practicable, attribution to Octus may be provided in lieu of a copyright notice.

d. Ownership of Covenants Content. Notwithstanding anything to the contrary, Octus and its licensors own and reserve all right, title and interest in and to all Covenants Content.

3. Confidential Credit Information

a. Customer's Access to Confidential Credit Information. The Covenants Services may include access to Covenants Content sourced or derived from Confidential Credit Information. Whenever Customer or any Authorized User accesses or requests access to Confidential Credit Information, Customer and the Authorized Users: (i) represent

and warrant that they are authorized to access such Confidential Credit Information; (ii) will comply with all confidentiality, non-use and non-disclosure restrictions that apply to the Confidential Credit Information; and (iii) will not engage in any actions otherwise permitted by Section 2(a) of these Covenants Terms to the extent prohibited by applicable restrictions. Octus may ask Authorized Users to confirm these access rights and their agreement to comply with these restrictions through the Covenants Services or, if Customer subscribes to FinDox Services, Octus may confirm these access rights through the FinDox Services. If Customer or any Authorized User becomes aware that it has received any Confidential Credit Information that Customer or such Authorized User is not entitled to receive, then Customer and/or such Authorized User will immediately notify Octus and promptly and securely destroy such Confidential Credit Information and all copies of the same in its possession or control.

b. Customer's Provision of Confidential Credit Information. Whenever Customer or any Authorized User provides or makes available to Octus any Confidential Credit Information in connection with the Covenants Services, Customer (i) authorizes Octus to act on Customer's behalf as its limited agent and representative to access and use the Confidential Credit Information for the sole purpose of providing the Covenants Services and performing Octus' obligations under the Agreement; (ii) represents and warrants to Octus that (x) Customer is authorized to access the Confidential Credit Information and (y) Customer has obtained all required licenses, permissions, and consents regarding the Confidential Credit Information that are necessary or desirable for Octus to use the Confidential Credit Information to provide the Covenants Services and perform its obligations under the Agreement; and (iii) agrees that Octus may, as part of its products and services (x) make such Confidential Credit Information and data, summaries, analyses and other information derived from such Confidential Credit Information available to other Octus and Octus Affiliate customers who have the necessary rights to receive such information and (y) make and generate Aggregated Anonymous Data from such Confidential Credit Information.

c. Authorization to Access FinDox Services. If Customer subscribes to Octus' FinDox Services, Customer hereby authorizes Octus to access Customer Data hosted on the FinDox Services for the purpose of providing the Covenants Services.

d. Third Party Tools. Customer acknowledges and agrees that Octus may use third-party tools or services to process and extract text and data from Confidential Credit Information for the sole purpose of providing the Covenants Services.

4. Disclaimers

a. Covenants Content Disclaimer. Customer acknowledges and agrees that all Covenants Content is provided on an "AS IS" and "AS AVAILABLE" basis and may not be provided to Customer in real-time. Octus obtains data and information from a wide variety of public and private sources. The accuracy, timeliness and completeness of any data or information from third party sources cannot be guaranteed nor does Octus accept any responsibility for errors appearing in or omissions from the Covenants Content due to inaccuracies or incompleteness of data from Customer or third party sources. Customer acknowledges and agrees that the Covenants Content is provided as general information only and the delivery and performance of the Covenants Services will not, under any circumstances, create any implication that the Covenants Content is correct. Octus does not undertake any obligation to verify the Covenants Content or to update such Covenants Content at any time after the date noted therein, including for changes in any documents, files, data, or any other information on which the Covenants Content is based. Any opinions, estimates and probabilities presented in the Covenants Content constitute the judgment of the author as of the date indicated and are subject to change without notice. Other events which were not taken into account may occur, and any projections, outlooks or assumptions should not be construed to be indicative of the actual events that will occur.

b. Not Investment Advice. The Covenants Content is not, and should not be construed as, an offer to sell or the solicitation of an offer to buy any securities or other financial products. Nothing contained in the Covenants Content is intended to be, nor will it be construed as, investment advice, nor is it to be relied upon in making any investment or other decision. Octus does not act as a broker, dealer or investment adviser. Prior to making any investment decision, Customer and all Authorized Users are advised to consult with their respective brokers, investment advisers, or other appropriate tax or financial professionals to determine the suitability of any investment. No Covenants Content or other communication by Octus to Customer or any Authorized User, constitutes or should be construed as legal or financial advice.

c. No Reliance. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INFORMATION AVAILABLE THROUGH THE COVENANTS SERVICES IS NOT TO BE RELIED UPON AND CUSTOMER'S AND ANY AUTHORIZED USER'S USE OF OR RELIANCE ON ANY INFORMATION PROVIDED AS PART OF THE COVENANTS SERVICES IS AT CUSTOMER'S AND/OR ANY AUTHORIZED USER'S OWN RISK. IF REASONABLY NECESSARY, CUSTOMER

AND ANY AUTHORIZED USER SHOULD SEEK THE ASSISTANCE OF A PROFESSIONAL ADVISER IN DETERMINING WHETHER TO USE OR RELY ON ANY INFORMATION PROVIDED AS PART OF THE COVENANTS SERVICES.

5. Indemnification

Customer will defend, indemnify, and hold harmless Octus and Octus' Indemnitees from and against all Losses that arise from or relate to: (a) Customer's or any Authorized User's opinions, recommendations, forecasts or other comments made or actions taken based (in whole or in part) on any Covenants Content; (b) any third party's reliance (in whole or in part) upon any Covenants Content that is used or distributed by or on behalf of Customer or any Authorized User, directly or indirectly, to such third party; or (c) Customer's breach of Sections 3(a) or 3(b)(ii) of these Covenant Terms.

6. Training and Service Availability

a. Training Opportunities. Octus will use commercially reasonable efforts to provide the Authorized Users with periodic training opportunities regarding the use of the Covenants Services throughout the term of Customer's subscription for Covenants Services specified in the applicable Subscription Form.

b. Service Availability; Downtime. Octus will use commercially reasonable efforts to restore access to Covenants Services after any interruption caused by Downtime. Octus will not be liable for any unavailability of the Covenants Services as a result of any service interruption. Without limiting the foregoing, Octus will not be responsible for: (i) delivering or otherwise providing access to any Covenants Services that were published during Downtime or otherwise retroactively restoring, or reimbursing Customer for, any content or Covenants Content published during such Downtime (whether or not such content is subsequently available on or through the Covenants Services after such Downtime); or (ii) any interruption to the Covenants Services caused by Customer, any Authorized User or Customer's service provider(s) or other vendor(s) providing services to Customer. Where possible, Octus will notify Customer in advance of Downtime which may render the Covenants Services materially unavailable. In the event that Downtime lasts longer than five (5) consecutive business days in a calendar quarter, then Customer will be entitled to extend the term of Customer's subscription to the Covenants Services by a number of days equal to the period of Downtime at no additional cost.

7. Effect of Termination, Data Retention and Audit Rights

a. Survival. The terms of Sections 1, 2(b), 2(c), 2(d), 3, 4, 5 and this Section 7 of these Covenants Terms will survive the expiration or termination of the Subscription Term for the Covenants Services for any reason in accordance with their terms.

b. Expungement; Compliance with Retention Policies. Within thirty (30) days of the termination or expiration of the Agreement or of Customer's subscription to the Covenants Services for any reason, Customer and each Authorized User will expunge the Covenants Content and all copies thereof from Customer's and all Authorized Users' computer systems. Additionally, upon Octus' request, Customer will provide Octus with written confirmation of Customer's and each Authorized User's compliance with this Section 7(b) by a duly authorized officer of Customer. Notwithstanding the foregoing, Customer may, in each case on a confidential basis in accordance with Section 9 of the Master Terms, retain (i) limited copies of such Covenants Content solely to the extent required (x) by Customer's *bona fide* internal record retention policy or (y) for regulatory and legal compliance reasons, that are, in each case, not used for any other purpose; (ii) articles and alerts delivered to the Authorized Users via email through the Covenants Services; and (iii) any Limited Extracts contained or reflected in Customer Work Product created in accordance with Section 2(a)(iii) of these Covenants Terms which could not be used as a substitute for any product or service provided by Octus or any Octus Affiliate.

c. Audit Rights. For a period of one (1) year following termination or expiration of Customer's subscription to the Covenants Services for any reason, Octus may, upon Octus' reasonable request and during regular business hours, reasonably inspect and audit, or have its representatives or an independent third party inspect and audit, Customer's records and other documents as necessary to verify compliance with Section 7(b) of these Covenants Terms. Failure by Octus to exercise any such audit right will not relieve Customer of its obligation to comply fully with the terms of the Agreement. Any audit performed in accordance with this Section 7(c) will be conducted at Octus' sole cost and expense; provided, that if any such audit reveals noncompliance with the terms of the Agreement, Customer will pay and/or reimburse Octus for (i) all fees and reasonable charges relating to the unauthorized use, retention, or redistribution of the Covenants Content discovered during such audit, including all fees and reasonable charges that Octus would have been entitled to for a subscription to access any such Covenants Content at Octus' then-current rates; and (ii) all reasonable audit expenses incurred by Octus and its representatives or agents.