

# Fundamentals Service Terms

Version: October 2024

If you (“Customer” or “You”) have entered into an Order Form with Octus that includes a subscription for Fundamentals Services, your access to and use of the Fundamentals Services (as defined below) is governed by these Fundamentals Service Terms (“Fundamentals 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 Fundamentals Terms supersede all prior versions of the Fundamentals 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 Fundamentals Terms, the below terms are defined as follows:

- a. “Confidential Financial Information” means any financial document and other information, including the content of Issuer Calls and transcripts thereof, that is subject to confidentiality, non-use or non-disclosure restrictions and Fundamentals Data sourced or derived therefrom other than Aggregated Anonymous Data.
- b. “Downtime” means the loss of a material function of the Fundamentals Services, which loss was caused solely by a failure of Octus' computer or server equipment used to provide the Fundamentals Services to Customer, excluding any inability to access the Fundamentals 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.
- c. “FinDox Services” means Octus' document aggregation platform offering.
- d. “Fundamentals Data” means financial data, reports, summaries, analyses, insights, transcripts and other information relating to private and public leveraged loan and high-yield bond issuers delivered or made available in connection with the Fundamentals Services or obtained through use of the Fundamentals Services and

includes the Transactions Database.

- e. “Fundamentals Services” means Octus' fundamental financial data offering.
- f. “Issuer Calls” means calls with respect to leveraged loan and high-yield bond issuers that Customer has the necessary rights to attend.
- g. “Transactions Database” means Octus' data set of precedent transactions in the private and public leveraged loan and high-yield bond markets.

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

## **2. Access to Fundamentals Services**

- a. Access to Fundamentals Services and Authorized Users. Subject to Customer's compliance with the terms and conditions of the Agreement, Octus hereby grants to Customer a limited, non-exclusive, personal, revocable, non-transferable, non-sublicensable right and license solely during the Subscription Term for the Fundamentals Services for its Authorized Users to access and use the Fundamentals Services for internal business purposes. Customer acknowledges and agrees that Octus is providing the Fundamentals Services to facilitate Customer's access to financial and business information contained in certain documents, files, data, or other information to which Customer is permitted access.
- b. Private-Side Access Policies. Customer will be solely responsible for determining the private-side access policy that applies to its Authorized Users.
- c. Ownership of Fundamentals Data. Notwithstanding anything to the contrary, Octus and its licensors own and reserve all right, title and interest in and to all Fundamentals Data.

## **3. Confidential Financial Information**

- a. Customer's Access to Confidential Financial Information. The Fundamentals Services may include access to Fundamentals Data sourced or derived from Confidential Financial Information. Whenever Customer or any Authorized User accesses or requests access to Confidential Financial Information, Customer and the Authorized Users: (i) represent and warrant that they are authorized to access such Confidential

Financial Information; (ii) will comply with all confidentiality, non-use and non-disclosure restrictions that apply to the Confidential Financial Information; and (iii) will not engage in any actions otherwise permitted by Section 2(a) of these Fundamentals 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 Fundamentals 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 Financial 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 Financial Information and all copies of the same in its possession or control.

- b. Customer's Provision of Confidential Financial Information. Whenever Customer or any Authorized User provides or makes available to Octus any Confidential Financial Information in connection with the Fundamentals Services, Customer (i) authorizes Octus to act on Customer's behalf as its limited agent and representative to access and use the Confidential Financial Information for the sole purpose of providing the Fundamentals Services and performing its obligations under the Agreement; (ii) represents and warrants to Octus that (x) Customer is authorized to access the Confidential Financial Information and (y) Customer has obtained all required licenses, permissions, and consents regarding the Confidential Financial Information that are necessary or desirable for Octus to use the Confidential Financial Information to provide the Fundamentals 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 Financial Information and data, summaries, analyses, transcripts and other information derived from such Confidential Financial 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 Financial 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 Fundamentals Services.
- d. Authorization to Create Transcripts. Customer hereby authorizes Octus to attend, record and obtain recordings of Issuer Calls on Customer's behalf as its limited agent

and representative for the sole purpose of creating transcripts thereof as part of providing the Fundamentals Services.

- e. 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 Financial Information for the sole purpose of providing the Fundamentals Services.

#### **4. Disclaimers**

- a. Fundamentals Data Disclaimer. Customer acknowledges and agrees that all Fundamentals Data 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 Fundamentals Data due to inaccuracies or incompleteness of data from Customer or third party sources. Octus does not undertake any obligation to verify Fundamentals Data or to update Fundamentals Data after it is delivered or made available including for changes in any documents, files, data, or other information on which the Fundamentals Data is based.
- b. Not Investment Advice. The Fundamentals Data 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 Fundamentals Data 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 Fundamentals Data 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 FUNDAMENTALS 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 FUNDAMENTALS 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 INFORMATION PROVIDED AS PART OF THE FUNDAMENTALS SERVICES.

## **5. Service Availability; Downtime**

Octus will use commercially reasonable efforts to maintain the availability of the Fundamentals Services and to restore access to Fundamentals Services after any interruption caused by Downtime. Octus will not be liable for any unavailability of the Fundamentals Services as a result of any maintenance outages, outages beyond Octus' reasonable control, and outages that result from any Customer or third party technology issues. Where possible, Octus will notify Customer in advance of Downtime which may render the Fundamentals Services materially unavailable.

## **6. Indemnification**

Customer and each Authorized User will defend, indemnify, and hold harmless Octus and Octus' Indemnitees from 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 Fundamentals Data; or (b) Customer's breach of Sections 3(a) or 3(b)(ii) of these Fundamentals Terms.

## **7. Effect of Termination, Data Retention and Audit Rights**

- a. Survival. The terms of Sections 1, 2(b), 2(c), 3, 4, 6 and this Section 7 of these Fundamentals Terms will survive the expiration or termination of the Subscription Term for the Fundamentals Services for any reason in accordance with their terms.
- b. Expungement; Compliance with Retention Policies. Within thirty (30) days of termination or expiration of the Agreement or of Customer's subscription to the Fundamentals Services for any reason, Customer and each Authorized User will expunge all Fundamentals Data obtained from the Transactions Database 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, on a confidential basis in accordance with Section 9 of the Master Terms, retain limited copies of such Fundamentals Data 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.

- c. Audit Rights. For a period of one (1) year following termination or expiration of Customer's subscription to the Fundamentals 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 Fundamentals 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 Fundamentals Data discovered during such audit, including all fees and reasonable charges that Octus would have been entitled to for a subscription to access any such Fundamentals Data at Octus' then-current rates; and (ii) all reasonable audit expenses incurred by Octus and its representatives or agents.