

# FinDox Service Terms

Version: October 2024

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

- a. “Data Rooms” means all data rooms that Octus will access in connection with retrieving and storing Underlying Documents or otherwise performing the FinDox Services for Customer and Authorized Users.
- b. “Documentation” means Octus' applicable user documentation for the FinDox Services.
- c. “Downtime” means the loss of a material function of the FinDox Services, which loss was caused solely by a failure of Octus' computer or server equipment used to provide the FinDox Services to Customer, excluding any inability to access the FinDox 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.
- d. “FinDox Services” means Octus' document aggregation platform offering.
- e. “Implementation Assistance” means standard implementation assistance for the FinDox Services.

- f. “Underlying Documents” means all documents, files and data that originate from Data Rooms and that, as part of the FinDox Services, Octus retrieves and stores on behalf of and at the request of Customer.

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

## **2. Access to FinDox Services.**

- a. Access to FinDox Services, Authorized Users and Onboarding Support. 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 FinDox Services for its Authorized Users to access and use the FinDox Services and Documentation for internal business use. Octus will also provide Customer with its standard onboarding support.
- b. Documentation. The FinDox Services will perform materially in accordance with applicable Documentation. Additionally, Octus will not materially decrease the overall security or functionality of the FinDox Services without notifying Customer of such change in advance. Notwithstanding anything to the contrary, Octus and its licensors own and reserve all right, title and interest in and to all Documentation.

## **3. Authorization.**

- a. Authorization to Access Underlying Documents and Data Rooms. Customer authorizes Octus to act on Customer’s behalf as its limited agent and representative to access the Data Rooms and use the Underlying Documents for the purpose of providing the FinDox Services and otherwise performing Octus' obligations hereunder. Customer represents and warrants to Octus that (i) Customer is authorized to access the Data Rooms and Underlying Documents; (ii) Customer has obtained all required licenses, permissions, and consents regarding Data Rooms and Underlying Documents that are necessary or desirable for Octus to access the Data Rooms and use the Underlying Documents, in each case to provide the FinDox Services and perform its obligations under the Agreement; and (iii) Customer and all Authorized Users will comply with all confidentiality, non-use or non-disclosure restrictions that apply to any Underlying Documents. If Customer or any Authorized User becomes aware that it has received any Underlying Documents or other text or data 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 Underlying Documents, text and data and all copies of the same in its possession or control.

- b. Private-Side Access Policies. Customer will be solely responsible for determining the private-side access policy that applies to its Authorized Users.
- c. Third Party Tools. Customer acknowledges and agrees that Octus may use third-party tools or services to process, and extract text and data from, Customer Data and Underlying Documents for the sole purpose of providing the FinDox Services.

**4. Underlying Documents.** Underlying Documents are Customer Data subject to the terms of Section 8 of the Master Terms.

**5. Financial Disclaimers.** OCTUS IS SOLELY PROVIDING THE FINDOX SERVICES TO FACILITATE CUSTOMER'S ACCESS TO FINANCIAL AND BUSINESS INFORMATION CONTAINED IN CERTAIN UNDERLYING DOCUMENTS TO WHICH CUSTOMER IS PERMITTED ACCESS. OCTUS IS NOT, ITSELF, SUPPLYING ANY CONFIDENTIAL INFORMATION OR FINANCIAL INFORMATION REGARDING THESE TRANSACTIONS. OCTUS DOES NOT AUTHOR ANY CONTENT CONTAINED IN ANY OF THE UNDERLYING DOCUMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT (I) OCTUS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY UNDERLYING DOCUMENTS, AND (II) OCTUS HAS NO LIABILITY IN ANY WAY FOR OR ASSOCIATED WITH THE CONTENT (OR LACK THEREOF) OF ANY UNDERLYING DOCUMENTS, CUSTOMER DATA OR OTHER THIRD PARTY INFORMATION USED OR PROVIDED IN CONNECTION WITH THE FINDOX SERVICES.

**6. Data Export and Deletion.** During the term of Customer's subscription to the FinDox Services, Customer may export its Customer Data and Underlying Documents as allowed by functionalities within the FinDox Services. Within thirty (30) days after termination of Customer's subscription to the FinDox Services, upon request, Octus will reasonably assist Customer in retrieving its Customer Data and Underlying Documents. After such thirty (30) day period, Octus will have no obligation to maintain the Customer Data and Underlying Documents and may expunge the same, without liability to Customer.

**7. Service Availability; Downtime.** Octus will use commercially reasonable efforts to maintain the availability of the FinDox Services and to restore access to FinDox Services after any interruption caused by Downtime. Octus will not be liable for any unavailability of the FinDox 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 FinDox Services materially unavailable.

**8. Indemnification.** Customer will defend, indemnify, and hold harmless Octus and Octus' Indemnitees from all Losses that arise from or relate to Octus' access to and use of Data Rooms, Underlying Documents and Customer Data in connection with providing the FinDox Services to Customer in accordance with the Agreement.

**9. Combination Events.** Upon the occurrence of a Combination Event involving both Customer and another Octus customer that results in such other Octus customer cancelling its subscription to FinDox Services while such other Octus customer continues to benefit from access to any FinDox Services under the Agreement, Octus may charge Customer and Customer will pay an additional Fee equal to seventy five percent (75%) of the fees which would have been payable by the other customer had it not cancelled its subscription. If there is a Combination Event to which the preceding sentence does not apply, Octus may, at Octus' option, charge additional fees for the FinDox Services based on the total Loan Assets Under Management (AUM) of the combined firm in Octus' reasonable discretion in lieu of or in addition to fees based on additional usage or users as set out in Section 6(d) of the Master Terms.

**10. Effect of Termination.** The terms of Sections 1, 3, 5, 6, 8, 9 and this Section 10 of these FinDox Terms will survive the expiration or termination of the Subscription Term for the FinDox Services for any reason in accordance with their terms.