PRISM56 STANDARD TERMS

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These Standard Terms ("Terms") govern access to and use of the Prism56 platform by the customer named in an Order Form that incorporates them. The Order Form and these Terms together form the agreement between Prism56 Ltd, a company registered in Abu Dhabi Global Market with registration number 38272 ("Prism56"), and that customer ("Customer") (the "Agreement").

1. DEFINITIONS

In the Agreement:

"Affiliate" means an entity that controls, is controlled by or is under common control with a party and, in Customer's case, any fund or vehicle managed or advised by Customer or its general partner that is listed in the Order Form.

"Authorized User" means a partner, employee or contractor of Customer or of a listed Affiliate whom Customer designates to use the Platform within the seat count stated in the Order Form.

"Customer Data" means all data, documents and content that Customer or its Authorized Users upload to or create in Customer's tenant, including pitch decks, data room contents and correspondence received from founders and companies (together, "Deal Materials"), thesis and mandate configuration, notes, decisions and Outputs. Customer Data excludes Prism56 Data and Usage Data.

"Fees" means the amounts payable by Customer under the Order Form.

"Order Form" means an order form signed by Prism56 and Customer that incorporates these Terms, and any later order form signed by both under the Agreement. The Effective Date is the date stated in the Order Form.

"Outputs" means the memos, scores, screening results, claim assessments and other content that the Platform generates for Customer.

"Platform" means the hosted Prism56 service, including its interface, workflow, research and evaluation functions, integrations, APIs and documentation, as updated from time to time.

"Prism56 Data" means the company, funding, people and market data, benchmarks and research that Prism56 or its licensors make available through the Platform, including structured extracts of that data contained in Outputs.

"Subscription Term" has the meaning given in clause 7.2.

"Usage Data" means technical and statistical data about the use and performance of the Platform that does not identify Customer, any user, any Deal Materials or any company that is the subject of Deal Materials.

"Including" means including without limitation. Annex A forms part of these Terms. If the Order Form conflicts with these Terms, the Order Form prevails.

2. ACCESS AND USE

2.1 Subject to the Agreement and payment of the Fees, Prism56 grants Customer a non-exclusive, non-transferable right for Authorized Users to use the Platform during the

Subscription Term for Customer's and its listed Affiliates' internal investment evaluation, pipeline management and investment committee preparation.

2.2 A seat may be reassigned when a user leaves or changes role, but may not be shared. Additional seats or a higher package may be added at any time by a further Order Form at Prism56's then-current price for the package, prorated to the end of the current term.

2.3 Customer is responsible for its users' compliance, for credential security and for all activity under its accounts, and will notify Prism56 promptly of any suspected unauthorized access.

2.4 Where the Order Form provides unlimited usage, Prism56 may apply reasonable limits if Customer's usage materially degrades the Platform for others, after notice and an opportunity to adjust.

2.5 Prism56 may update the Platform but will not materially reduce the core functionality of Customer's package during a Subscription Term. Prism56 may change its packages, their inclusions and its list prices for any Renewal Term, subject to clause 6.6.

3. RESTRICTIONS

3.1 Customer will not, and will not permit any other person to: (a) make the Platform or Outputs available to third parties, or use the Platform to provide evaluation services to third parties, except as clause 5.1 permits; (b) copy, modify, reverse engineer or attempt to derive source code, model weights, prompts or system instructions from the Platform; (c) scrape, bulk download, export, resell or publish Prism56 Data other than as embedded in Outputs, or use it to build or enrich any dataset or contact list outside the Platform; (d) use the Platform or Prism56 Data to build, train or improve a competing product; (e) publish benchmarks of the Platform without Prism56's written consent; (f) circumvent seat, usage or access controls; (g) upload malicious code or content Customer has no right to upload; or (h) use the Platform in breach of law, including sanctions.

3.2 Derived insights and analyses that do not disclose or allow reconstruction of Prism56 Data are exempt from clause 3.1(c). At the end of the Subscription Term, Customer will delete any Prism56 Data held outside Outputs in raw or substantially unmodified form and confirm deletion on request.

4. CUSTOMER DATA

4.1 Customer owns Customer Data. Customer grants Prism56 a license to host, process, analyze and display Customer Data solely to provide, secure and support the Platform for Customer and to comply with law.

4.2 Prism56 will not use Customer Data to train, fine-tune or improve any model or product made available to anyone other than Customer, and will not disclose Customer Data to any third party except subprocessors under Annex A, or as required by law after notice to Customer where lawful.

4.3 Customer's tenant is logically isolated from other tenants. Customer Data is never pooled with, matched against or visible to another customer, and firm memory operates only within Customer's tenant.

4.4 Prism56 will not send Customer Data to any AI model provider that uses it to train or improve its models. Model and processing providers may retain inputs and outputs for limited periods solely for abuse monitoring and operational purposes under their

enterprise terms. Those periods are stated in the subprocessor list referred to in Annex A and do not exceed thirty days unless Prism56 has notified Customer under Annex A.

4.5 Customer is responsible for having the right to submit Deal Materials, including any right required under a non-disclosure agreement or data room terms it has accepted. Prism56 does not review Deal Materials for such rights.

4.6 Prism56 may use Usage Data to operate and improve the Platform and may share it only in aggregated form that does not identify any customer, user or deal.

4.7 Customer may export Customer Data in a common machine-readable format during the Subscription Term and for thirty days after it ends. Prism56 will delete Customer Data from production systems within ninety days after the end of the Subscription Term, and from backups in ordinary rotation, except where law requires retention.

5. OUTPUTS

5.1 Customer owns the Outputs generated for it, subject to the rights of Prism56 and its licensors in any Prism56 Data they contain. Customer may share Outputs with its Affiliates, investment committee, limited partners, prospective investors and professional advisors for its own investment activity, provided Outputs are not commercialized and the Prism56 Data shared does not, in aggregate, have independent commercial value.

5.2 Outputs are generated by automated systems, including large language models, and may be incomplete, out of date or wrong. Labels such as "verified", "contradicted" and "unproven" describe the evidence the Platform found at the time of processing and are not a guarantee of fact. Customer is responsible for verifying any Output before relying on it.

5.3 The Platform is a decision-support tool. It does not give investment, legal, tax or financial advice, and no fiduciary or advisory relationship arises from its use. Customer alone is responsible for its investment decisions. Customer will not represent Outputs to any third party or regulator as independent verification or a professional opinion.

6. FEES

6.1 Customer will pay the Fees set out in the Order Form in US dollars. The Fees are exclusive of VAT and other taxes, which Customer will pay in addition. If Customer is required by law to withhold any amount, it will gross up the payment so that Prism56 receives the full Fees.

6.2 Where the Order Form selects invoicing, each invoice is payable within thirty days of its date. Where the Order Form selects card payment, Customer will provide a valid debit or credit card, keep it on file for the whole Subscription Term, and authorizes Prism56 and its payment processor to charge each installment to it automatically on the dates the Order Form states.

6.3 The Subscription Term is a committed twelve-month term. Neither party may terminate the Agreement or an Order Form for convenience. The Fees for the whole term are payable regardless of usage or seats actually designated, and are non-cancelable and non-refundable except as the Agreement expressly provides.

6.4 If a charge fails or an amount is unpaid, Prism56 will notify Customer, and after seven days may suspend access to the Platform, including access to Customer Data, until payment is received. Suspension does not reduce the Fees due for the term. If Fees

remain unpaid thirty days after suspension, Prism56 may, at its option, declare all Fees for the remainder of the Subscription Term immediately due. Overdue amounts bear interest at [one percent] per month, or the maximum rate permitted by law if lower.

6.5 Customer must raise any billing dispute within sixty days of the charge or invoice; undisputed amounts remain payable.

6.6 Fees for a Renewal Term are Prism56's then-current list price for Customer's package, as notified by Prism56 at least forty-five days before the current term ends. If Prism56 gives no such notice, the Fees for the Renewal Term are the List Fee stated in the Order Form. Any introductory or promotional pricing stated in the Order Form applies to the Initial Term only. Customer may give notice of non-renewal under clause 7.2.

7. TERM AND TERMINATION

7.1 The Agreement starts on the Effective Date and runs for twelve months (the "Initial Term").

7.2 The Agreement renews automatically for successive twelve-month terms (each a "Renewal Term", together with the Initial Term the "Subscription Term") unless either party gives written notice of non-renewal at least thirty days before the current term ends.

7.3 Either party may terminate on written notice if the other commits a material breach not remedied within thirty days of notice, or becomes insolvent or ceases to carry on business. Prism56 may also terminate if Customer breaches clause 3, or if Fees remain unpaid thirty days after suspension.

7.4 On expiry or termination, Customer's access ends and Customer will pay all Fees accrued or committed for the term, except that if Customer terminates for Prism56's breach, Prism56 refunds prepaid Fees for the unused term and no further installments fall due. Clause 4.7 applies to Customer Data. Clauses 1, 3, 4.2, 4.6, 4.7, 5.2, 5.3, 6 (accrued amounts), 7.4 and 8 to 15 survive.

8. CONFIDENTIALITY

8.1 Each party will keep the other's non-public information disclosed under the Agreement ("Confidential Information") confidential, use it only for the Agreement, protect it with at least reasonable care, and disclose it only to its and its Affiliates' personnel, advisors, financiers and, for Customer, limited partners and investment committee members who need it and are bound by equivalent obligations. Customer Data is Customer's Confidential Information; the Platform, its non-public technical details, pricing and roadmap are Prism56's.

8.2 Confidential Information excludes information that is or becomes public without breach of the Agreement, that was already lawfully known to the recipient, that is lawfully received from a third party without restriction, or that is independently developed. Disclosure required by law, a court or a regulator is permitted with prompt notice where lawful and limited to what is required.

8.3 Prism56 will not use Outputs, reports or configurations generated for Customer in demonstrations or materials for other customers or prospects. Customer acknowledges that other customers may evaluate the same companies and that Outputs generated for different customers may overlap because they draw on the

same Prism56 Data and public sources; such overlap is not a disclosure of Customer's Confidential Information.

8.4 These obligations continue for three years after the Agreement ends, and indefinitely for Customer Data and trade secrets. Any separate NDA between the parties continues to apply to information exchanged outside the Platform; where both apply to Customer Data, the more protective term governs.

9. SECURITY AND DATA PROTECTION

9.1 Prism56 will maintain appropriate technical and organizational measures to protect Customer Data, including encryption of Customer Data in transit over public networks and at rest (AES-256, provided by Microsoft Azure), role-based access control within Customer's tenant, logging of administrative access to production servers and privileged Platform functions, and production access limited to authorized Prism56 personnel with a business need.

9.2 Prism56 will notify Customer without undue delay, and within seventy-two hours, of any confirmed unauthorized access to or disclosure of Customer Data, and keep Customer informed of remediation.

9.3 Where Customer Data includes personal data, Customer is the controller, Prism56 is the processor and Annex A applies. Each party will comply with data protection law applicable to it. Customer is responsible for having a lawful basis to submit the personal data of founders and company personnel contained in Deal Materials.

10. INTELLECTUAL PROPERTY

10.1 Prism56 and its licensors own the Platform, Prism56 Data, Usage Data, and all models, prompts, evaluation frameworks, templates and software used to provide the Platform, including improvements, whether or not suggested by Customer. No rights pass to Customer except those expressly granted. Prism56 Data is provided "as is" and Prism56 may change its sources and coverage.

10.2 Prism56 may use feedback from Customer without restriction or payment, provided that Prism56 acquires no right in Customer Data and does not identify Customer as the source. Customer's thesis, mandate and memo configuration is Customer Data and will not be reproduced for another customer.

11. WARRANTIES

11.1 Each party warrants that it is duly organized and has authority to enter into and perform the Agreement.

11.2 Prism56 warrants that the Platform will perform materially as described in its documentation. Customer's sole remedy for breach of this warranty is for Prism56 to correct the non-conformity within thirty days of notice, failing which Customer may terminate the affected Order Form and receive a refund of prepaid Fees for the unused term.

11.3 Customer warrants that its use of the Platform and submission of Customer Data comply with applicable law, including data protection, securities, anti-money laundering and sanctions law, and that neither it nor its general partner, directors or controlling owners is a sanctioned person under UN, US, UK, EU or UAE sanctions or those of its place of organization.

11.4 Except as stated in the Agreement, Prism56 disclaims all warranties, express or implied, including merchantability, fitness for purpose, non-infringement and accuracy. Prism56 does not warrant that Outputs or Prism56 Data are accurate or complete, that the Platform will be uninterrupted or error-free, or that any investment outcome will result from its use.

12. INDEMNITIES

12.1 Prism56 will defend Customer against third-party claims that the Platform, used as permitted, infringes intellectual property rights, and pay resulting damages and settlements. This obligation does not cover claims arising from Customer Data, from Customer's configuration or instructions, from combination with items not supplied by Prism56, or from use continued after Prism56 has given notice to stop. If the Platform is or may be enjoined, Prism56 may procure continued use, modify it, or terminate the subscription and refund prepaid Fees for the unused term. This clause is Prism56's entire liability for infringement.

12.2 Customer will defend Prism56 against third-party claims arising from Customer Data, Customer's breach of clause 3 or 4.5, or any investment decision or representation Customer makes in reliance on Outputs, and pay resulting damages and settlements.

12.3 The indemnified party will give prompt notice, allow the indemnifying party to control the defense and settlement (with no settlement imposing obligations on the indemnified party without its consent), and cooperate at the indemnifying party's expense.

13. LIABILITY

13.1 Neither party is liable for indirect, consequential, special or punitive loss, for loss of profit, revenue, business, opportunity, goodwill or data, or for loss arising from any investment or divestment decision by Customer or its Affiliates, whether or not informed by Outputs.

13.2 Each party's total liability under or in connection with the Agreement in any twelve-month period is limited to the Fees paid or payable in the twelve months before the event giving rise to the claim.

13.3 Clauses 13.1 and 13.2 do not apply to: (a) liability for fraud, for death or personal injury caused by negligence, or for anything that cannot be limited by law; or (b) Customer's obligation to pay the Fees. For clarity, the indemnities in clause 12 and liability for breach of clause 8 or, in Prism56's case, clause 4.2 or 4.3, are subject to the cap in clause 13.2.

14. GENERAL

14.1 Changes to these Terms. Prism56 may publish updated Terms at prism56.ai/subscription-terms. An update applies to Customer from the start of the next Renewal Term, provided Prism56 gives notice of it with the renewal notice under clause 6.6 or at least forty-five days before the current term ends. During a Subscription Term the version identified in the Order Form applies, and any change that materially affects Customer's rights or obligations applies within that term only with Customer's written consent.

14.2 Publicity. Neither party will use the other's name or marks in publicity, customer lists or marketing without written consent.

14.3 Assignment. Customer may assign the Agreement only with Prism56's consent, not unreasonably withheld, or to a successor to its investment management business on notice. Prism56 may assign or novate the Agreement on notice to an Affiliate, to a parent formed in a corporate reorganization, or to a successor to its business, provided the assignee assumes its obligations. Prism56 may use subcontractors and remains responsible for them.

14.4 Force majeure. Neither party is liable for delay or failure (other than payment) caused by events beyond its reasonable control.

14.5 Notices. Notices must be sent by email to the addresses in the Order Form and are deemed received on the next business day unless a delivery failure is returned. Notices of breach or termination must also be sent by courier.

14.6 Entire agreement and other terms. The Agreement is the entire agreement between the parties and supersedes prior proposals and pilot arrangements; neither party relies on anything not stated in it, and terms in any Customer purchase order or vendor form have no effect. Amendments must be in writing signed by both parties. Delay in enforcing a right is not a waiver. An invalid provision is modified to the minimum extent needed and the rest continues. No third party may enforce the Agreement, except Prism56's licensors under clause 3 and listed Affiliates as users. The parties are independent contractors. An Order Form may be signed in counterparts and electronically.

15. GOVERNING LAW AND DISPUTES

15.1 The Agreement and any non-contractual obligations connected with it are governed by the laws of Abu Dhabi Global Market.

15.2 The parties will first try to resolve any dispute by discussion between senior representatives for thirty days from written notice. Any dispute not so resolved will be finally resolved by arbitration under the ICC Rules by a sole arbitrator, seated in Abu Dhabi Global Market, in English, with the Expedited Procedure Provisions applying regardless of amount. The arbitrator will give a reasoned award and may award the prevailing party its reasonable costs, including legal fees.

15.3 Either party may seek interim or injunctive relief in any competent court to protect Confidential Information or intellectual property, and Prism56 may claim unpaid Fees in the ADGM Courts.

ANNEX A. DATA PROCESSING TERMS

A1. Processing. Prism56 processes personal data in Customer Data as Customer's processor, to provide the Platform, for the Subscription Term plus the deletion period in clause 4.7. Data subjects are founders, executives, employees and shareholders of companies in Deal Materials, Customer personnel, and individuals in Prism56 Data and public sources. The data comprises names, roles, employment and education history, business contact details, and the content of Deal Materials and correspondence. Customer will not deliberately submit special category data.

A2. Processor obligations. Prism56 will process personal data only on Customer's documented instructions (the Agreement and Customer's use of the Platform) unless law requires otherwise; bind its personnel to confidentiality; maintain the measures in clause 9.1; assist Customer at reasonable cost with data subject requests and impact assessments; notify breaches under clause 9.2; delete or return personal data under clause 4.7; and provide information reasonably needed to demonstrate compliance, including one audit per year on thirty days' notice, by written questionnaire in the first instance and by inspection only where the response gives reasonable grounds for concern, at Customer's cost.

A3. Subprocessors and hosting. Customer Data is hosted in the United States on Microsoft Azure; backups are deleted in ordinary rotation within thirty-five days. Prism56 uses subprocessors in these categories: cloud hosting and storage; AI model and document processing providers, each under enterprise terms with no training on Customer Data and retention limited to abuse monitoring of up to thirty days; web search and browser services used to verify claims and capture deck links; company and people data providers; and authentication, billing, transactional email, product analytics and error monitoring services. The current list, with function and processing location, is available on request and is Prism56's Confidential Information. Prism56 will give fifteen days' notice before adding a subprocessor in a new category or changing the hosting region; if Customer objects on reasonable data protection grounds and the parties cannot resolve it, Customer may terminate the affected Order Form and receive a refund of prepaid Fees for the unused term as its sole remedy. Customer authorizes transfers to the listed locations; where law requires a transfer mechanism, the applicable standard contractual clauses are incorporated. On request, Prism56 can pin model inference to United States regions, and a dedicated deployment in a United Arab Emirates region is available as a separately scoped and priced project.

A4. Query isolation and telemetry. Prism56 does not append Customer's name, tenant identifier or Authorized Users' personal identifiers to requests sent to AI model, document extraction, web search, browser automation or data enrichment providers, and accesses those services through Prism56 service accounts where supported; content, links and access details that Customer submits may themselves contain identifying information. Product analytics and error monitoring exclude Deal Materials, Outputs and their substantive content, and use pseudonymous identifiers where one is needed. Hosting, authentication, billing, connected integrations and transactional email providers may process identifying information as necessary to perform their functions. Any feature that sends Customer's own identity to a data enrichment provider is off by default and enabled only at Customer's written request.