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. A "Listed Affiliate" is an Affiliate of Customer 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.

"Current Term" and "Subscription Term" have the meanings given in clause 7.2.

"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.

"List Fee" means the list fee for Customer's package stated in 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.

"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. An Order Form prevails over these Terms only where it expressly identifies the clause of these Terms that it varies; otherwise these Terms prevail. The standard contractual clauses incorporated under Annex A3(e) prevail as stated there.

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. If Customer exceeds its seat count or shares a seat, Prism56 may invoice the additional seats at its then-current price from the date the excess began, without affecting its other rights.

2.3 Customer is responsible for its Listed Affiliates' and users' compliance with the Agreement, 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, or materially exceeds the usage reasonably expected of the number of Authorized Users in Customer's package, including through automated or scripted access not provided for in the documentation, 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 Current Term. Prism56 may change its packages, their inclusions and its list prices for any Renewal Term, subject to clause 6.6. A change of Prism56 Data sources or coverage under clause 10.1, or of subprocessors or hosting under Annex A3, is not a reduction of core functionality. If a change of Prism56 Data sources materially reduces the data coverage of Customer's package during a Current Term, Customer may, within thirty days after notice of the change, terminate the affected Order Form and receive a refund of prepaid Fees for the remainder of the Current Term as its sole remedy.

2.6 Prism56 may suspend access to the Platform, in whole or in part and only to the extent and for the period reasonably necessary, if Customer's use poses a security risk to the Platform or to other customers, breaches clause 3, or would expose Prism56 to liability under law, including sanctions. Prism56 will give notice before suspension where practicable, and otherwise promptly after it, and will restore access once the cause is resolved.

2.7 Where Customer connects an email, calendar, storage or other third-party service to the Platform, Customer authorizes Prism56 to access that service as configured. Customer's use of that service is governed by its terms with the provider, and Prism56 is not responsible for the provider's acts, omissions or availability.

2.8 Features that Prism56 designates as preview or beta are optional, are provided as is, are excluded from clauses 2.5 and 11.2, and may be changed or withdrawn at any time.

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; (h) use the Platform in breach of law, including sanctions; or (i) use Prism56 Data about an individual as a factor in deciding that individual's eligibility for employment, credit, insurance or housing, or as a consumer report.

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, to perform and enforce the Agreement and to comply with law.

4.2 Prism56 will not use Customer Data to train or fine-tune any model, or to build or enrich any dataset, made available to anyone other than Customer. Prism56 may use Customer Data within Customer's tenant and Prism56's controlled production and support environments to investigate and correct errors and to secure and support the Platform, provided no Customer Data is incorporated in any model, dataset, template or material made available to another customer. Prism56 will not disclose Customer Data to any third party except to its personnel and to subprocessors under Annex A, as Customer or its Authorized Users direct through the Platform, or as required by law after notice to Customer where lawful.

4.3 Customer's tenant is logically isolated from other tenants. Prism56 will not pool Customer Data with, match it against, or make it visible to, another customer's data or users, except as Customer directs, and any memory or personalization feature 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. AI model and document 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 A3 and do not exceed thirty days unless Prism56 has given notice of a longer period under Annex A3(d). Web search, browser and company and people data providers receive only the queries, links and identifiers needed for their function, without Customer's identity except as Annex A4 permits, and retain them for the periods stated in the subprocessor list.

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. Limited pseudonymous operational metadata may be processed under clause 4.1 and Annex A4 to provide, secure and support the Platform. Such metadata is not Usage Data unless it meets the definition in clause 1, and this clause does not permit use of Deal Materials or Outputs to train or fine-tune models, or to build datasets, for other customers.

4.7 Export and deletion. (a) During the Subscription Term and for thirty days after it ends, Customer may export Customer Data using the export functions of the Platform or, for data those functions do not cover, by written request to Prism56 from a contact named in the Order Form. Prism56 will provide a requested export within thirty days in a common machine-readable format, together with the documents Customer uploaded in the format in which the Platform stores them. Exports through the Platform's own functions, and one assisted export after the Subscription Term ends, are provided at no charge; other assisted exports are provided at Prism56's reasonable cost, agreed with Customer in advance. (b) Exports contain Customer Data only. They exclude Prism56's software, models, prompts, evaluation frameworks and templates, authentication credentials and service secrets, technical artifacts such as indexes, embeddings, caches and logs, and data belonging to any other customer. Prism56 Data contained in Outputs remains subject to clauses 3 and 5.1. (c) When an Authorized User deletes an item, it is removed from the Platform's interface and is then deleted from production systems in the ordinary course of Prism56's operations. Within ninety days after the Subscription Term ends, Prism56 will delete Customer Data, including the technical artifacts described in clause 4.7(b), from production systems. Backup copies are not altered individually and expire under Annex A3. (d) Prism56 may retain Customer Data where law requires. Copies may also persist in backups until they expire under Annex A3, and with providers for the periods described in clause 4.4. Any retained copy remains subject to the Agreement and is used only for the purpose for which it is retained. If Prism56 restores a backup, it will take reasonable steps to ensure that Customer Data deleted under this clause is not returned to active use. (e) Prism56 will confirm in writing on request that deletion at the end of the Subscription Term under clause 4.7(c) is complete. After the export period in clause 4.7(a), Prism56 has no obligation to retain or provide Customer Data.

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. Ownership of an Output does not transfer any right in the templates, formats, evaluation frameworks or other Prism56 materials used to generate it, or in similar outputs generated independently for others. 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. Customer is responsible for the use of shared Outputs by their recipients and will not remove any notice the Platform places on Outputs. Prism56 owes no duty to any recipient.

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 update it if it expires or is replaced, and authorizes Prism56 and its payment processor to charge each installment to it automatically on the dates the Order Form states.

6.3 The Initial Term and each Renewal Term is a committed term. Neither party may terminate the Agreement or an Order Form for convenience. The Fees for each such 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 when due, Prism56 will notify Customer, and after seven days may suspend access to the Platform, including access to Customer Data, until payment is received. An amount disputed in good faith under clause 6.5 is not treated as unpaid while the dispute is pending. Suspension does not reduce the Fees due for the Current Term. During suspension Prism56 will continue to assist with data subject requests under Annex A2. If Fees remain unpaid thirty days after suspension, Prism56 may, at its option, declare all Fees for the remainder of the Current Term immediately due. Overdue amounts bear interest at one percent per month, or the maximum rate permitted by law if lower, and Customer will pay Prism56's reasonable costs of recovering them.

6.5 Customer must raise any billing dispute in writing, with its reasons, 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 or, if the Order Form states none, the Fees for the Current Term. Any introductory or promotional pricing stated in the Order Form applies to the Initial Term only, including an Initial Term longer than twelve months. 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 or any other period stated in the Order Form (the "Initial Term").

7.2 The Agreement renews automatically for successive twelve-month terms (each a "Renewal Term") unless either party gives written notice of non-renewal at least thirty days before the Current Term ends. The Initial Term and all Renewal Terms together are the "Subscription Term", and the Initial Term or Renewal Term then in effect is the "Current Term".

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 on written notice if Customer breaches clause 3; if Fees remain unpaid thirty days after suspension; if Customer or a person referred to in clause 11.3 becomes a sanctioned person, or continued performance would breach sanctions law; or if Customer comes under the control of a provider of a product that competes with the Platform.

7.4 On expiry or termination, Customer's access ends and Customer will pay all Fees accrued or committed for the Current Term, except that if Customer terminates for Prism56's breach, or Prism56 terminates because Customer comes under the control of a competing provider, Prism56 refunds prepaid Fees for the remainder of the Current Term and no further installments fall due. Clause 4.7 applies to Customer Data. Clauses 1, 3, 4, 5, 6 (for amounts accrued or committed), 7.4 and 8 to 15, and Annex A for as long as Prism56 holds Customer Data, 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 without use of the other party's Confidential Information. 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 using AES-256 or an equivalent or stronger standard, role-based access control within Customer's tenant, logging of administrative access to production systems, and production access limited to authorized Prism56 personnel with a business need. Prism56 may change its measures, environments, tools and procedures from time to time, provided the overall level of protection of Customer Data is not materially reduced.

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. Any earlier notification duty under applicable data protection law remains unaffected. The initial notice may be based on the information then available and will be supplemented as material information becomes available.

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 Prism56 will not copy it for another customer. The Prism56 templates and frameworks on which that configuration is built remain Prism56's, and a configuration developed independently or from those templates is not a copy.

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 remainder of the Current 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. Customer will notify Prism56 promptly if this ceases to be true.

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 (excluding Prism56 Data and the content of Outputs), 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 remainder of the Current 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, 4.5 or 11.3, any Output Customer shares with a third party, 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. Claims that Customer brings on behalf of its Listed Affiliates are subject to, and count toward, the same limit.

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; (b) Customer's obligation to pay the Fees; or (c) Customer's liability for breach of clause 3, or for infringement or misappropriation of the intellectual property rights of Prism56 or its licensors, including under its indemnity in clause 12.2 for those matters. For clarity, and except as clause 13.3(c) provides, 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. Within a Current Term, the version identified in the Order Form, or the version that applied at the start of that term, continues to apply, except that Prism56 may apply an update on thirty days' notice where it is required by law or regulation or does not materially reduce Customer's rights or materially increase its obligations. Any other update applies within a Current 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 on notice to a successor to its investment management business that is not a sanctioned person or a provider of a product that competes with the Platform and that assumes Customer's obligations in writing. 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. The Agreement binds and benefits the parties' permitted successors and assignees.

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 material breach or of termination under clause 7.3 must also be sent by courier. Notices about payment, suspension, renewal, pricing and updates to these Terms may be given by email alone.

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. Customer may enforce the Agreement on behalf of its Listed Affiliates and is responsible for their acts and omissions as if they were its own. 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 Except as clause 15.3 provides, 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 or by arbitration under clause 15.2, in each case without first following the discussion process in clause 15.2.

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 public sources retrieved for Customer's evaluations. 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. Prism56 processes personal data in Prism56 Data as an independent controller and not as Customer's processor; once Prism56 Data is embedded in Outputs or exported, Customer is responsible for its own copies.

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 at Customer's choice under clause 4.7, including deletion of retained copies when their permitted retention ends; inform Customer if, in Prism56's opinion, an instruction infringes applicable data protection law; 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. These arrangements do not limit any obligation that applicable data protection law requires the parties to preserve.

A3. Subprocessors, hosting and processing locations. (a) At the date of these Terms, Prism56's primary hosting, database, document storage and backup services are located in the United States, as stated in the subprocessor list. Backup copies, including soft-deleted versions and snapshots, expire through ordinary rotation within ninety days after they are created, except where law requires retention. (b) AI model inference and other processing by subprocessors take place in the locations stated in the subprocessor list, which may include processing that a provider routes across regions. Prism56 makes no commitment as to the location of processing beyond this clause unless an Order Form or a signed project scope expressly provides otherwise. A restriction to particular regions, including United States-only model inference or a dedicated deployment in a United Arab Emirates region, applies only if so provided, and that document will state the coverage of the restriction and any additional fees. (c) Prism56 uses subprocessors in these categories: cloud hosting and storage; AI model and document processing providers, under enterprise terms with no training on Customer Data and the retention limits in clause 4.4; 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. Prism56 engages subprocessors only under written terms that include data protection obligations appropriate to their function, and remains responsible for them. Prism56 may add, replace or remove subprocessors and change its hosting providers, regions, environments and models, subject to clause A3(d). Prism56 keeps a current list of its subprocessors, with function, processing location and retention period, and provides it on request as Prism56's Confidential Information. Prism56 notifies any other addition or replacement of a subprocessor by updating the list and, where Customer has asked in writing to receive updates, by email. (d) Prism56 will give fifteen days' notice before adding a subprocessor in a new category, moving its primary hosting outside the United States, or extending beyond thirty days a retention period described in clause 4.4. If Customer objects on reasonable data protection grounds and the parties cannot resolve the objection within that period, Customer may terminate the affected Order Form and receive a refund of prepaid Fees for the remainder of the Current Term as its sole remedy. (e) Customer authorizes transfers to the locations stated in the subprocessor list. Where data protection law applicable to Customer requires a transfer mechanism for such a transfer, the standard contractual clauses approved under that law are incorporated into the Agreement, with Customer as data exporter and Prism56 as data importer, completed with the details in Annex A1 and this clause, and prevail over these Terms to the extent of any conflict.

A4. Query isolation and telemetry. Subject to the customer-identity research exception in the final sentence of this clause, 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, including document text, memo text, scores and verdicts, and use pseudonymous identifiers where one is needed. Limited operational metadata such as execution status, timing,

error codes and technical event counts may be processed only to provide, secure and support the Platform; it becomes Usage Data only when it satisfies clause 1. Customer-content session replay is excluded from product analytics and error monitoring. 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 for the identity and research scope stated in that request; this exception does not permit customer-content telemetry or cross-tenant matching.