

MCP Terms

1. Scope

These terms ("**MCP Terms**") apply where the Client accesses the Preqin Service or Data via a Model Context Protocol (MCP) for use within an AI System (as defined below). Capitalised terms not defined in these MCP Terms have the meaning given in the Agreement.

These MCP Terms supplement and form part of the Agreement between Preqin and the Client. The Client shall be responsible for all access to and use of the Service and Data in an AI System by its authorised Users and shall ensure that all authorised Users comply with these MCP Terms. Any act or omission of an authorised User that would constitute a breach of these MCP Terms or the Agreement if committed by the Client shall be deemed to be a breach by the Client.

2. Additional Definitions

"Agreement" means the terms and conditions governing the Client's access to and use of Preqin products and services as identified in the applicable Order Form, and as amended from time to time.

"AI Output" means any analysis, summary, recommendation, prediction, ranking, report, response, visualisation, content or other output generated by an AI System using, incorporating, derived from or informed by the Service, Data or Derived Data.

"AI System" means an enterprise (non-public facing) artificial intelligence system or large language model, as approved by Preqin.

3. Permitted Use

Subject to the Agreement and these MCP Terms, the Client may use the Service and Data in an AI System solely for the Client's internal business purposes by authorised Users within Licensed Teams as described in the relevant Order Form, and in accordance with the applicable licence rights granted under the Agreement. The Client shall comply with any usage parameters, rate limits, or access credentials communicated by Preqin from time to time.

Any automated action taken by the AI System shall be deemed to be an action taken by the relevant User and the Client. The Client remains responsible for all access to, use of, processing of, disclosure of and reliance upon the Service, Data, Derived Data and AI Outputs generated, requested, processed or distributed through any such AI System.

In addition and without limitation to the restrictions set out in the Agreement, the Client shall not, and shall ensure that its Users, and any AI System acting on its behalf do not, use the Service, Data, Derived Data or AI Outputs to 1) train, retrain, fine-tune, calibrate, benchmark, evaluate, optimise or otherwise develop any artificial intelligence system, large language model, machine learning model or similar technology, or 2) create products or services which compete with Preqin.

Except as expressly modified by these MCP Terms, all licence rights, obligations, restrictions and limitations contained in the Agreement continue to apply in full to use of the Service and Data in an AI System.

Nothing in these MCP Terms shall limit or modify any restriction on use of the Service, Data, Derived Data or outputs of the Service set out in the Agreement.

4. AI Outputs

The Client acknowledges that AI Outputs may be incomplete, inaccurate, misleading or otherwise

fail to reflect the underlying Data. Preqin is responsible for the Data only as set forth in the Agreement and shall have no responsibility or liability for any AI Output, including any inaccuracies, omissions, hallucinations, misinterpretations, recommendations, predictions, conclusions or other content generated by any AI System. The Client remains solely responsible for reviewing, validating and determining the suitability of any AI Output for its intended use and for any decisions, recommendations, communications or actions taken based upon any AI Output.

5. Third Party AI Platforms

The Client shall ensure that any third-party providers of AI Systems used in connection with the Service are (i) subject to the same contractual restrictions as set forth herein; and (ii) maintains industry standard technical and organisational security controls (including SOC 2 Type II) and encryption in transit and at rest designed to protect the confidentiality of the Service and Data.

Preqin reserves the right to implement rate limits, access controls, tool-level permissions, and usage monitoring on any AI System used by Client to ensure compliance with these MCP Terms.

6. Suspension

Preqin may immediately suspend the AI System access to the Service where it reasonably believes that such access or use: (i) breaches these MCP Terms or the Agreement; or (ii) creates a legal, regulatory, security or commercial risk to Preqin, the Service, Data, or other clients of Preqin. Preqin will use reasonable efforts to provide advance written notice of any suspension, except no advance notice will be required where the provision of notice increases the risk of additional harm the suspension is intended to prevent or mitigate. In such case, Preqin will use reasonable efforts to provide notice as soon as is reasonably practical.

Any such suspension shall be limited to the extent reasonably necessary to address the relevant issue and shall be lifted once the issue has been resolved to Preqin's reasonable satisfaction.

7. Liability

Notwithstanding any limitation or exclusion of liability contained in the Agreement, any liability of the Client arising out of or in connection with:

- (a) any breach of the restrictions in clause 3;
- (b) any unauthorised redistribution, disclosure or commercialisation of the Service, Data, Derived Data or AI Outputs through an AI System;
- (c) any breach of Preqin's Intellectual Property Rights through the use of an AI System;
- (d) any circumvention of the Agreement through the use of an AI System; or
- (e) the Client's indemnity obligations under clause 8,

shall not be subject to any liability cap contained in the Agreement.

8. Client Indemnity

The Client shall defend, indemnify and hold harmless Preqin, its Affiliates and their respective officers, directors, employees and agents from and against any third-party claim, demand, action, loss, liability, damage, cost or expense (including reasonable legal fees) arising out of or in connection with:

- (a) the Client's use of any AI System in connection with the Service;

(b) the creation, generation, dissemination, distribution, publication or use of any AI Output;

(c) any decision, recommendation, prediction, communication or action taken by the Client or any third party in reliance upon any AI Output;

(d) any use of the Service, Data, Derived Data or AI Outputs by or on behalf of the Client in breach of these MCP Terms or the Agreement; or

(e) any claim that materials, analyses, reports, outputs, models, methodologies, Derived Data or AI Outputs created, generated or distributed by or on behalf of the Client infringe the intellectual property rights or other rights of a third party,

except, in each case, to the extent that the relevant claim arises directly from the Data as made available by Preqin and not from any processing, transformation, combination, interpretation, generation, distribution or use carried out by or on behalf of the Client.

9. Order of Precedence

To the extent of any conflict between these MCP Terms and the Agreement, these MCP Terms shall prevail solely with respect to the relevant AI System access or use of the Service, including in relation to liability, indemnities and risk allocation arising from such access or use.