### VistaOne, L.P.

# **Unit Repurchase Program**

Effective as of September 5, 2025

#### **Definitions**

Class A-B units – shall mean the Fund's limited partnership units classified as Class A-B.

Class A-D units – shall mean the Fund's limited partnership units classified as Class A-D.

Class A-I units – shall mean the Fund's limited partnership units classified as Class A-I.

Class A-S units – shall mean the Fund's limited partnership units classified as Class A-S.

Class B units – shall mean the Fund's limited partnership units classified as Class B.

Class D units – shall mean the Fund's limited partnership units classified as Class D.

Class E units – shall mean the Fund's limited partnership units classified as Class E.

Class I units – shall mean the Fund's limited partnership units classified as Class I.

Class R units – shall mean the Fund's limited partnership units classified as Class R.

Class S units – shall mean the Fund's limited partnership units classified as Class S.

Class V units – shall mean the Fund's limited partnership units classified as Class V.

Fund – shall mean VistaOne, L.P., a Delaware limited partnership.

Feeder Fund – shall mean VistaOne (TE), L.P., a Delaware limited partnership.

General Partner – shall mean VistaOne GP, L.P.

*NAV* – shall mean the Transactional Net Asset Value (as defined in the Fund's private placement memorandum, as may be amended and supplemented from time to time (the "<u>PPM</u>")) of the Fund attributable to its Class A-B, Class A-D, Class A-I, Class A-S, Class B, Class D, Class E, Class I, Class R and Class S units or the net asset value of a class of its units (other than Class V units), as the context requires, determined in accordance with the Fund's Valuation Policy as described in the PPM.

*Program* – shall mean this unit repurchase program of the Fund.

Subscription Date – shall mean the effective date of a subscription request accepted by the Fund, which is generally the first calendar day of the month immediately following the Fund's receipt of the subscription request, unless otherwise determined by the General Partner in its sole discretion.

*Transaction Price* – shall mean the applicable Transactional NAV (as defined in the PPM) per unit for subscriptions as of the close of the previous calendar quarter (or in the case of the Fund's first quarterly unit repurchase, the applicable Transactional NAV per unit as of September 30, 2025).

*Unitholders* – shall mean the holders of Class A-B, Class A-D, Class A-I, Class A-S, Class B, Class D, Class E, Class I, Class R and/or Class S units.

### **Unit Repurchase Program**

Unitholders may request that the Fund repurchase Class A-B, Class A-D, Class A-I, Class A-S, Class B, Class D, Class E, Class I, Class R and Class S units through their financial advisor or directly with the Fund's transfer agent. Certain investors with particular tax characteristics, such as tax-exempt investors and non-U.S. investors, invest in the Fund through the Feeder Fund. The Feeder Fund indirectly invests all or substantially all of its assets in the Fund, and is participating directly, on behalf of its investors, in the Program through its interest in the Fund, subject to any terms and conditions of the Program. Any references herein to units or classes of units of the Fund shall be deemed to refer to the corresponding units or classes of the Feeder Fund, to the extent applicable. The procedures relating to the repurchase of units are as follows:

- Certain broker-dealers require that their clients process repurchases through their broker-dealer, which may impact the time necessary to process such repurchase request, impose more restrictive deadlines than described under this Program, impact the timing of a Unitholder receiving repurchase proceeds and require different paperwork or process than described in this Program. Unitholders should contact their broker-dealer first if they want to request the repurchase of their units.
- Under this Program, to the extent the Fund chooses to repurchase units in any particular quarter, the Fund will only repurchase units as of the opening of the last calendar day of the prior quarter. The schedule of upcoming quarterly windows will be made available at Fund's website at *pws.vistaequitypartners.com*. The quarterly unit repurchase window is generally expected to commence shortly after the start of each calendar quarter (each such date, a "Repurchase Window Opening Date") based on the NAV as of the most recent quarter-end prior to such Repurchase Window Opening Date (or in the case of the Fund's first quarterly unit repurchase, the applicable NAV per unit as of September 30, 2025) (each such date, a "Repurchase Pricing Date").
- The unit repurchase window will open before NAV as of the most recent quarter end has been published, but will remain open for at least 20 business days, at least 10 business days of which will be after the NAV as of the most recent quarter end as been published. Each quarterly unit repurchase offer is expected to expire 10 business days after the publication of the NAV (each such date, a "Repurchase Request Deadline"). To have units repurchased, a Unitholder's repurchase request and required documentation must be received in good order by 4:00 p.m. (Eastern time) on the Repurchase Request Deadline. Settlements of such unit repurchases are expected to be made promptly following the Repurchase Request Deadline in accordance with applicable law. Repurchase requests received and processed by the Fund's transfer agent will be effected at a repurchase price equal to the Transaction

Price as of the applicable Repurchase Pricing Date, subject to any Early Repurchase Deduction (as defined below).

- For the Fund's first quarterly unit repurchase, the Repurchase Window Opening Date is September 5, 2025, and the Repurchase Pricing Date will be September 30, 2025. The NAV as of the Repurchase Pricing Date is expected to be published on or around October 29, 2025. The repurchase offer will remain open for at least an additional 10 business days after the NAV as of the Repurchase Pricing Date is published and is therefore expected to be open until on or around November 13, 2025. Settlements of such unit repurchases are expected to be made promptly following the Repurchase Request Deadline in accordance with applicable law.
- A Unitholder may withdraw his or her repurchase request by notifying the transfer agent, directly or through the Unitholder's financial intermediary, on the Fund's toll-free, automated telephone line, 833-344-0331. The line is open on each business day between the hours of 9:00 a.m. and 6:00 p.m. (Eastern time). Repurchase requests must be cancelled before 4:00 p.m. (Eastern time) on the Repurchase Request Deadline.
- If a repurchase request is received after 4:00 p.m. (Eastern time) on the Repurchase Request Deadline, the repurchase request will not be accepted and a Unitholder who still wishes to have units repurchased must resubmit the repurchase request during the subsequent unit repurchase window. Repurchase requests received and processed by the Fund's transfer agent on a business day, but after the close of business on that day or on a day that is not a business day, will be deemed received on the next business day. All questions as to the form and validity (including time of receipt) of repurchase requests and notices of withdrawal will be determined by the Fund, in its sole discretion, and such determination shall be final and binding.
- Repurchase requests may be made by mail or by contacting a financial intermediary, both subject to certain conditions described in this Program. If making a repurchase request by contacting the Unitholder's financial intermediary, the Unitholder's financial intermediary may require the Unitholder to provide certain documentation or information. If making a repurchase request by mail to the transfer agent, the Unitholder must complete and sign a repurchase authorization form, which can be found on the Fund's website at pws.vistaequitypartners.com.¹ Written requests should be sent to the transfer agent at the following e-mail addresses:

SS&C GIDS, Inc.
Vista Equity Partners
E-mail: VistaAI@sscinc.com
with a copy to: PrivateWealthSolutions@vistaequitypartners.com

Toll Free Number: 833-344-0331

<sup>&</sup>lt;sup>1</sup> Class E units may be subject to certain additional requirements for participating in the Repurchase Program in accordance with any applicable Vista internal policies and procedures.

Corporate investors and other non-individual entities must have an appropriate certification on file authorizing repurchases. A signature guarantee may be required.

- Processed repurchases will be paid net of any applicable Early Repurchase Deduction. For
  processed repurchases, Unitholders may request that repurchase proceeds are to be paid by
  mailed check provided that the check is mailed to an address on file with the transfer agent
  for at least 30 days. Unitholders should check with their broker-dealer that such payment
  may be made via check or wire transfer, as further described below.
- Unitholders may also receive repurchase proceeds via wire transfer, provided that wiring instructions for their brokerage account or designated U.S. bank account are provided. For all repurchases paid via wire transfer, the funds will be wired to the account on file with the transfer agent or, upon instruction, to another financial institution provided that the Unitholder has made the necessary funds transfer arrangements. The customer service representative can provide detailed instructions on establishing funding arrangements and designating a bank or brokerage account on file. Funds will be wired only to U.S. financial institutions (ACH network members).
- A medallion signature guarantee will be required in certain circumstances described below. A medallion signature guarantee may be obtained from a domestic bank or trust Fund, broker-dealer, clearing agency, savings association or other financial institution which participates in a medallion program recognized by the Securities Transfer Association. The three recognized medallion programs are the Securities Transfer Agents Medallion Program, the Stock Exchanges Medallion Program and the New York Stock Exchange, Inc. Medallion Signature Program. Signature guarantees from financial institutions that are not participating in any of these medallion programs will not be accepted. A notary public cannot provide signature guarantees. The Fund reserves the right to amend, waive or discontinue this policy at any time and establish other criteria for verifying the authenticity of any repurchase or transaction request. The Fund may require a medallion signature guarantee if, among other reasons: (1) the amount of the repurchase request is over \$500,000; (2) a Unitholder wishes to have repurchase proceeds transferred by wire to an account other than the designated bank or brokerage account on file for at least 30 days or sent to an address other than such Unitholder's address of record for the past 30 days; or (3) the Fund's transfer agent cannot confirm a Unitholder's identity or suspects fraudulent activity.
- If a Unitholder has made multiple purchases of the Fund's units, any repurchase request will be processed on a first in/first out basis unless otherwise requested in the repurchase request.

#### Minimum Account Repurchases

In the event that any Unitholder fails to maintain the minimum balance of \$2,500 of the Fund's units, the Fund may reduce the amount to be repurchased from the Unitholder so that the required minimum is maintained, or the Fund may repurchase all of the units held by that Unitholder at the Transaction Price in effect on the date the Fund determines that such Unitholder has failed to meet the minimum balance. Minimum account repurchases will apply

even in the event that the failure to meet the minimum balance is caused solely by a decline in the Fund's NAV.

# Sources of Funds for Repurchases

The Fund may fund repurchase requests from sources other than cash flow from operations, including, without limitation, the sale of assets, borrowings, return of capital or offering proceeds (including from sales of the Fund's units), and the Fund has no limits on the amounts it may pay from such sources.

### Repurchase Limitations

The Fund may repurchase fewer units than have been requested in any particular quarter to be repurchased under this Program, or none at all, in its discretion at any time. In addition, the aggregate NAV of total repurchases of Class A-B, Class A-D, Class A-I, Class A-S, Class B, Class D, Class E, Class I, Class R, Class S and any other class of units of the Fund (other than Class V Units), as applicable, pursuant to this Program will be limited to no more than 5% of the Fund's aggregate NAV (excluding NAV attributable to Class V Units) per calendar quarter (measured using the aggregate NAV attributable to Unitholders as of the close of the previous calendar quarter, or in the case of the Fund's first quarterly unit repurchase, the applicable NAV per unit as of September 30, 2025).

In the event that the Fund determines to repurchase some but not all of the units submitted for repurchase during any quarter under this Program, units submitted for repurchase during such quarter will be repurchased on a pro rata basis after the Fund has repurchased all units for which repurchase has been requested due to death, disability or divorce and other limited exceptions. All unsatisfied repurchase requests must be resubmitted after the start of the next quarter, or upon the recommencement of this Program, as applicable. For the avoidance of doubt, if a Unitholder's repurchase request is pro-rated in a quarterly repurchase offer and the Unitholder is enrolled in the Fund's distribution reinvestment plan (the "DRIP"), the Unitholder will remain in the DRIP unless such Unitholder has "opted out" of the DRIP.

The Transaction Price for each quarter will be available on the Fund's website at *pws.vistaequitypartners.com* and in its Current Reports on Forms 8-K filed with the Securities and Exchange Commission.

Should repurchase requests, in the General Partner's judgment, place an undue burden on the Fund's liquidity, adversely affect the Fund's operations or impose an adverse impact on the Fund as a whole, or should the General Partner otherwise determine that investing its liquid assets rather than repurchasing the Fund's units is in the best interests of the Fund as a whole, the General Partner may determine to repurchase fewer units in any particular quarter than have been requested to be repurchased (including relative to the 5% quarterly limit under this Program), or none at all. Further, the General Partner may, in certain circumstances, make exceptions to such repurchase limitations (or repurchase fewer units than such repurchase limitations), or modify or suspend this Program if, in its reasonable judgment, it deems such action to be in the best interest of the Fund and its Unitholders. Material modifications to and suspensions of this Program will be promptly disclosed to Unitholders in a Current Report on Form 8-K. In addition, the Fund

may determine to suspend this Program due to regulatory changes, changes in law or if the Fund becomes aware of undisclosed material information that it believes should be publicly disclosed before units are repurchased. Upon the determination by the General Partner to (i) suspend this Program or (ii) materially modify this Program in a manner that reduces liquidity available to the Unitholders, the General Partner will consider, at least quarterly, whether continuing to restrict repurchases or resuming repurchases at the original repurchase limits set forth in this Program would be in the best interests of the Fund and its Unitholders. The General Partner must affirmatively authorize the recommencement of this Program if it is suspended before Unitholder requests will be considered again.

Unitholders who are exchanging units of one class of the Fund for units of a different class of the Fund with an equivalent aggregate NAV will not be subject to, and will not be treated as repurchases for the calculation of, the 5% quarterly limitations on repurchases and will not be subject to the Early Repurchase Deduction.

# Early Repurchase Deduction

There is no minimum holding period for the Fund's units and Unitholders can request that the Fund repurchase their units at any time. However, subject to limited exceptions, units that have not been outstanding for at least two years will be repurchased at 95% of the Transaction Price (an "Early Repurchase Deduction") on the applicable Repurchase Pricing Date. The two-year holding period is measured as of the Subscription Date. The Early Repurchase Deduction will not apply to units acquired through the DRIP or to Class R units (including Class  $R_{TE}$  units of the Feeder Fund).

The General Partner may, from time to time, waive the Early Repurchase Deduction in its discretion, and in the following circumstances (subject to conditions described below):

- repurchases resulting from death, qualifying disability or divorce;
- in the event that a Unitholder's units are repurchased because such Unitholder has failed to maintain the \$2,500 minimum account balance (or other minimum account balance amount that may be established by the Fund from time to time); or
- due to trade or operational error.

As set forth above, the General Partner may waive the Early Repurchase Deduction in respect of repurchase of units resulting from the death, qualifying disability (as such term is defined in Section 72(m)(7) of the Code) or divorce of a Unitholder who is a natural person, including units held by such Unitholder through a trust or an individual retirement account or other retirement or profit-sharing plan, after (i) in the case of death, receiving written notice from the estate of the Unitholder, the recipient of the units through bequest or inheritance, or, in the case of a trust, the trustee of such trust, who shall have the sole ability to request repurchase on behalf of the trust, (ii) in the case of qualified disability, receiving written notice from such Unitholder, provided that the condition causing the qualifying disability was not pre-existing on the date that the Unitholder became a Unitholder or (iii) in the case of divorce, receiving written notice from the Unitholder of the divorce and the Unitholder's instructions to effect a transfer of the units (through the repurchase of the units by the Fund and the subsequent purchase by the Unitholder)

to a different account held by the Unitholder (including trust or an individual retirement account or other retirement or profit-sharing plan). The Fund must receive the written repurchase request within 12 months after the death of the Unitholder, the initial determination of the Unitholder's disability or divorce in order for the requesting party to rely on any of the special treatment described above that may be afforded in the event of the death, disability or divorce of a Unitholder. In the case of death, such a written request must be accompanied by a certified copy of the official death certificate of the Unitholder. If spouses are joint registered holders of units, the request to have the units repurchased may be made if either of the registered holders dies or acquires a qualified disability. If the Unitholder is not a natural person, such as certain trusts or a partnership, corporation or other similar entity, the right to waiver of the Early Repurchase Deduction upon death, disability or divorce does not apply.

# Items of Note

- Unitholders will not receive interest on amounts represented by uncashed repurchase checks;
- Under applicable anti-money laundering regulations and other federal regulations, repurchase requests may be suspended, restricted or canceled and the proceeds may be withheld;
- IRS regulations require the Fund to determine and disclose on Form 1099-B the adjusted cost basis for units of the Fund's stock sold or repurchased. Although there are several available methods for determining the adjusted cost basis, unless a Unitholder elects otherwise, which such Unitholder may do by checking the appropriate box on the repurchase authorization form or calling the Fund's customer service number at 833-344-0331, the Fund will utilize the first-in-first-out method; and
- All units of the Fund requested to be repurchased must be beneficially owned by the Unitholder of record making the request or his or her estate, heir or beneficiary, or the party requesting the repurchase must be authorized to do so by the Unitholder of record of the units or his or her estate, heir or beneficiary, and such units must be fully transferable and not subject to any liens or encumbrances. In certain cases, the Fund may ask the requesting party to provide evidence satisfactory to the Fund that the units requested for repurchase are not subject to any liens or encumbrances. If the Fund determines that a lien exists against the units, the Fund will not be obligated to repurchase any units subject to the lien.

# **Mail and Telephone Instructions**

The Fund and its transfer agent will not be responsible for the authenticity of mail or phone instructions or losses, if any, resulting from unauthorized Unitholder transactions if they reasonably believe that such instructions were genuine. The Fund's transfer agent has established reasonable procedures to confirm that instructions are genuine including requiring the Unitholder to provide certain specific identifying information on file and sending written confirmation to Unitholders of record. Failure by the Unitholder or its agent to notify the Fund's transfer agent in a timely manner, but in no event more than 60 days from receipt of such confirmation, that the

instructions were not properly acted upon, or any other discrepancy, will relieve the Fund, the Fund's transfer agent and the financial advisor of any liability with respect to the discrepancy.