WorkHQ

Governing Terms

- General Terms; and
- Terms of Use Addendum (for hosted components); and
- End User Addendum (for on-premises components, if applicable)

Product Specific Terms – WorkHQ RPA

- "**Product**" as used in the Addendum/a refers to WorkHQ RPA.
- "**Documentation**" refers to the Documentation for WorkHQ RPA.
- Notwithstanding any broader language in the Governing Terms, your right to use the WorkHQ RPA service for development purpose is capped at the number of development-specific licenses you have explicitly procured in an Order.

Product Specific Terms – WorkHQ Agentic Workflows

- "**Product**" as used in the Addendum/a refers to WorkHQ Agentic Workflows.
- "**Documentation**" refers to the Documentation for WorkHQ Agentic Workflows.
- WorkHQ Agentic Workflows is sold in term-based, tiered packages with add-ons available. Add-on options may be made available on separate legal terms. Add-on options include access to the AI Gateway (with admin user rights), tokens for AI Gateway usage, digital workers, additional Human In the Loop Inbox users, and additional Workflow Invocations available, all for an additional charge. The add-ons may be made available on different legal terms than WorkHQ. Your usage must not exceed (in scope or quantity) that explicitly procured in an Order.
- Notwithstanding any reference to development licenses for the Product in the Governing Terms, any right you may be granted to use the WorkHQ Agentic Workflows service for development purposes is limited to use in "debug mode". In debug mode, a workflow invocation will not count toward your tally. For clarity, you acknowledge and agree that "debug mode" is not to be used for production purposes.
- A Human in the Loop (HiTL) user must be a specifically named user; access is not transferable among users.

Other Applicable Terms

- Global Customer Support Services Terms
    - Application, Platform and Operation Criteria
- Fair Usage Policy
- Acceptable Use Policy
- Service Level Agreement
- Security Addendum
- Data Processing Addendum
- WorkHQ Third Party Processors
- API Terms

The terms referenced above are available at https://portal.blueprism.com/agreements (or any successor site).

Optional add-on (*if applicable*)

AI Gateway

Governing Terms

- General Terms; and
- Terms of Use Addendum (for hosted components); and
- End User Addendum (for on-premises components, if applicable); and
- Generative AI Rider

Product Specific Terms – AI Gateway

- "**Product**" as used in the Addendum/a refers to AI Gateway.
- "**Documentation**" refers to the Documentation for AI Gateway.

Product Specific Terms – AI Chat

- "**Product**" as used in the Addendum/a refers to AI Chat.
- "**Documentation**" refers to the Documentation for AI Chat.
- Pricing is per user and detailed in the Order.

Other Applicable Terms

- Global Customer Support Services Terms
    - Application, Platform and Operation Criteria
- Fair Usage Policy
- Acceptable Use Policy
- Service Level Agreement
- Security Addendum
- Data Processing Addendum
- AI Gateway Third Party Processors
- API Terms

The terms referenced above are available at https://portal.blueprism.com/agreements (or any successor site).

SS&C|BLUE PRISM GENERAL TERMS FOR PRODUCTS AND PROFESSIONAL SERVICES

1. Contract Formation and General

a. General Terms. These SS&C|Blue Prism General Terms for Products and Professional Services ("**General Terms**") form part of the agreement(s) made between you and the relevant SS&C entity or entities, each as specified in your Order and/or the applicable Addendum(-a) (each as defined below). References to "we", "our", "us" or "Blue Prism" shall be references to the relevant SS&C entity.

b. Product- and Professional Services-Specific Addenda. The agreement governing our provision of and your access to and use of certain software and/or software-as-a-service products (each, a "**Product**") and/or our provision of professional services ("**Professional Services**") (the "**Agreement**") may be formed in different ways depending on whether you are purchasing directly from us or via an authorized reseller partner (a "**Partner**") as further described below. Products and Professional Services may be referred to together in these General Terms as "**Offerings**". These General Terms should be read together with the applicable Product- or Professional Services-specific addendum (each, an "**Addendum**") and in the case of Professional Services, the statement of work ("**Statement of Work**") applicable to each engagement.

c. Order of Precedence. If there is any conflict between your Order, an Addendum and the General Terms, the order of precedence for construction purposes (from the highest priority to the lowest priority) shall be: (1) the Order for the relevant Offering; (2) the Addendum; and (3) the General Terms.

d. Direct Sales. If you purchase Products or Professional Services directly from us, you enter into an Agreement with the SS&C entity specified on the order document issued by us (the "**Order**") to purchase the Offering, which will include the relevant pricing and commercial terms. Where the SS&C entity specified in the Order is the same as the SS&C entity specified in the relevant Addendum, the Agreement also governs our provision of and your access to or use of the relevant Offering, and in this case, the Agreement will normally comprise the Order, these General Terms, the relevant Addendum and in the case of Professional Services, the relevant Statement of Work. In some cases, the SS&C entity identified in the Order and the entity identified in the Addendum may differ: in such cases, the entity specified in the Order is acting as distributor and the pricing and commercial terms of your Agreement for the purchase of the relevant Offering will be as set out in the Order, incorporating these General Terms, while you will also be entering into a separate Agreement with the entity identified in the Addendum, also incorporating these General Terms, that governs our provision of and your access to or use of the relevant Offering.

e. Indirect Sales. If you purchase Products or Professional Services from a Partner, the pricing and commercial terms of your contract for the purchase of the relevant Offering will be set out in your agreement with the Partner (a "**Resale Agreement**"). Nothing in a Resale Agreement imposes any obligation or liability on us. In the case of sales via a Resale Agreement, the "Order" is the ordering document entered into between the Partner and us pursuant to which the Partner orders an Offering from us for resale to you. In consideration of the Partner placing an Order with us on your behalf and of you entering into a Resale Agreement with the Partner, or by separately agreeing to its terms, you enter into an Agreement with us that governs our provision of and your access to or use of the relevant Offering. In this case, the Agreement will comprise these General Terms, the relevant Addendum and in the case of Professional Services, the relevant Statement of Work.

f. Multiple Agreements. If you enter into more than one Addendum, each such Addendum, together with these General Terms, forms an independent Offering-specific Agreement between you and Blue Prism. Once you have executed an Addendum for an Offering, any reference to these "General Terms" herein shall be construed as a reference to the Offering-specific Agreement incorporating these General Terms.

2. Products and Usage

a. Term and Usage Metric. The following will be set out in the Order: (i) the name of the Offering(s); (ii) a metric and the quantity of the stated metric for the Offering(s); (iii) the commencement and duration of your permitted usage of the Product or receipt of the Professional Services ("**Term**"); (iv) your chosen level of Support (as defined below and where applicable); and (v) any other provisions necessary or useful in quantifying your consumption of the Offering(s).

b. Documentation. A Product includes the Documentation applicable to that Product. "**Documentation**" consists of the standard user and install guides and other technical documentation made available by Blue Prism in relation to a Product and excludes marketing materials.

c. Credentials. As applicable for a given Product, we will generate credentials to give you access to the Product(s) named in the Order in the agreed quantities for the relevant Term ("**Credentials**").

d. Usage Rights. When we issue Credentials to you for a Product or otherwise grant you access to such Product, we grant you the usage rights specified in the Addendum applicable to such Product ("**Usage Rights**"), and those Usage Rights will be subject to conditions as specified in the applicable Addendum or otherwise in the Agreement.

e. Affiliates, Users and Authorized Users. Your "**Affiliates**" are entities that Control, are Controlled by, or are under common Control with you, where "**Control**" means in relation to an entity, ownership of more than 50% of such entity's voting securities. An entity is an Affiliate only for so long as such Control exists. Your "**Users**" are any of your and your Affiliates' employees and individual contractors, or employees of a service provider to you or any of your Affiliates, which you allow to install, use or access the Offering(s) provided to you. Affiliates and Users together are your "**Authorized Users**". You will be responsible for the acts and omissions of your Authorized Users and, if you use third party hosting, for those of the hosting provider, as if they were your own.

f. Restrictions. Unless the applicable Addendum permits otherwise: (i) only you and your Affiliates are permitted to access, use and/or receive the Product(s) by means of your Authorized Users; (ii) you are not permitted to assign, sub-license, copy, provide or make the Product(s) available to any other person or entity, or use the Product (s) for any other person or entity; (iii) you are not permitted to modify or adapt the Product(s), or to render the Product(s) human-readable; (iv) you may not write or develop any derivative software or any other software program based on our Product(s) or Confidential Information; and (v) you may not reverse engineer, decompile or disassemble the Product(s), except and only to the extent that applicable law expressly permits despite this limitation.

g. Overuse fees. In the event you overuse a Product, or you use a Product outside the scope of your Usage Rights (whether such overuse is identified by audit or otherwise), you agree to pay for the overuse of the Product(s) or for an expansion of the Usage Rights at our standard rates.

h. Additional Restrictions or Limitations. Your license to or right to use any Product named in your Order may be subject to additional restrictions or limitations as detailed or referenced in your Order, in the Documentation or at http://portal.blueprism.com/agreements

i. Third Party Components. The Products may include, use, or be distributed with open source or other third-party components ("**Third Party Components**"). When required, we will identify any Third Party Components and any different license terms or notices applicable to them in the Documentation. For the purposes of the Agreement, "Product" does not include Third Party Components.

j. Evaluations and other No Charge Licenses. If we offer you an evaluation, preview or proof of concept for a Product (each, an "**Evaluation**"), your use of such Evaluation is for the limited purpose of assessing the functionality of that Product and to provide us with your feedback (which we may use freely). If we send you Credentials for an education license, then you may only use that license if you are a government-accredited educational institution, and your use of such license is limited to educational purposes. If we send you Credentials for a development license, then your use of such license is limited to (a) training your internal users on the operation of a Product or to developing, maintaining or testing process automations for use with a Product. Each of an education license and a development license is a "**No Charge License**". You may not use an Evaluation or a No Charge License to process any personal data and may not use an Evaluation or a No Charge License in a production environment. Use of an Evaluation or a No Charge License by you or by your Authorized Users is "AS IS" WITHOUT WARRANTY OF ANY KIND AND "AS AVAILABLE". No support terms or service level agreements apply to an Evaluation or a No Charge License. We may, at our discretion and without notice, change, limit or discontinue any Evaluation or No Charge License, including your access and use. Our entire liability for all claims, damages and indemnities arising out or related to your use of an Evaluation or a No Charge License will not exceed, in the aggregate USD $1,000.00 (or equivalent in local currency). We have no obligation to make an Evaluation or a No Charge License generally available.

k. Early Access. These General Terms do not apply to any prototype, beta, early access or other pre-production release of a product; such products are subject to the applicable Early Access Terms (for on-premises offers) or the Hosted Early Access Terms of Use (for hosted offers) available at http://portal.blueprism.com/agreements.

3. Security and Updates

a. No Malicious Code. We will take commercially reasonable steps to ensure that a Product does not contain viruses or other malicious code.

b. Updates. We will make updated versions of a Product available to you as they are made generally available, as an available substitute for prior versions. You acknowledge that we may make modifications to a Product from time-to-time, including to vary certain content, features or functionality, or to address potential security concerns.

c. Notice of Unauthorized Use or Access. You shall promptly notify us upon learning of any actual or suspected unauthorized possession of, access to, or use of any Product(s).

4. Support and Warranty

a. Support. We will provide support for Products (at the support level you have purchased) as described in our SS&C|Blue Prism Global Customer Support Services Terms available at http://portal.blueprism.com/agreements as revised from time to time ("**Support**").

b. Support Warranty and Remedy. We warrant that we will provide Support with reasonable skill and care. If this warranty is breached your sole remedy will be re-performance.

c. Replication. You acknowledge and agree that we are not required to try to remedy any Product error that cannot be replicated on the latest version of the Product.

d. Limited Warranty. The warranty (if any) applicable to a particular Offering is specified in the relevant Addendum.

e. Disclaimer. **THE WARRANTIES EXPRESSLY SET FORTH IN THESE GENERAL TERMS OR IN ANY APPLICABLE ADDENDUM ARE THE ONLY WARRANTIES WE MAKE. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM, AND YOU WARRANT THAT YOU HAVE NOT RELIED ON, ANY OTHER STATEMENT, WARRANTY, CONDITION, TERM, UNDERTAKING OR OBLIGATION IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ANY WARRANTY THAT ANY OFFERING WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR WILL BE FAIL-SAFE, FAULT TOLERANT, UNINTERRUPTED, ERROR-FREE, FREE OF HARMFUL COMPONENTS, OR ANY WARRANTY THAT CONTENT, INCLUDING CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY COMPONENT. NONE OF OUR RESELLERS, DISTRIBUTORS, AGENTS OR EMPLOYEES IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY.**

5. Customer Responsibilities

a. Compliance with Laws. You shall access, use and/or receive the Offering(s) only in accordance with law (including export control laws and regulations), and not for any illegal purpose.

b. Customer Data. "**Customer Data**" is the data you provide to us to enable our provision of an Offering to you, including data processed using the Offering by virtue of the processes that you automate, as well as any data generated by you or an Authorized User through use of the Offering.

c. Necessary licenses. You represent and warrant that: (i) you own or have all licenses, terms, and/or rights necessary or required to enable us to use any materials and/or information, including Customer Data, provided by you under or in connection with the Agreement; (ii) you own or have all licenses and or rights necessary to enable the Offering to use or access your applications and any third party applications in accordance with your use of the Offering; (iii) you shall not undertake any action, directly or indirectly, in your use of the Offering that places either you, us or any third party in actual or potential breach of any applicable laws or third party licenses, terms, and/or rights.

d. Matters Outside of Our Control. You are solely responsible for any consequences of the following things outside our control: (i) your breach (or your Authorized Users' breach) of the Acceptable Use Policy or the Fair Usage Policy (each, where applicable), (ii) the operation and your combination or use of an Offering in conjunction with any Customer Data and/or in conjunction with any software, applications, materials and/or services which you use in connection with the Offering; (iii) an adjustment or configuration of the Offering made by you or a third party or made at your instruction other than as specifically permitted in the Documentation, the Statement of Work, or with our prior written consent; or (iv) use of an Offering by Authorized Users.

e. Copyright. You shall not modify, remove, or obfuscate any copyright or other notice placed on or embedded in any Offering(s).

f. Open Source. You shall not use any Offering in a way that subjects any part of it to an open-source license.

g. Breach. You agree to defend each of Blue Prism, its affiliates, and their respective employees, officers and agents (each, an "**SS&C Associate**" and together, the "SS&C Associates") against any and all claims and/or proceedings brought or threatened by any person, and you shall indemnify each such SS&C Associate against any loss, damage, or expense (including legal fees and costs) suffered or incurred, arising from your use (or your Authorized Users' use) of the Offering or your breach (or your Authorized Users' breach) of this this Section 5, including without limitation any noncompliance with the governing terms for any necessary licenses referenced in Section 5(c) above (the "Indemnified Costs"). You shall pay the legal fees and costs incurred by the SS&C Associates in defending or responding to any such claim on a quarterly basis prior to the final disposition of such matter provided that the indemnified party undertakes to repay such amount if it shall be determined that such indemnified party is not entitled to be indemnified.

6. Intellectual Property

a. Your Customer Data and Your Automations. You retain all right, title, and interest in your Customer Data and internal programs and to the processes and procedures which you automate using the Offering(s).

b. Intellectual Property. All Intellectual Property Rights and title to the Offerings(s), to any derivative works, and to anything we create belongs to Blue Prism or to our licensors. "**Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, design rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in computer software, database rights, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

c. Reservation of Rights. Except for the Usage Rights expressly granted under an Addendum, all our rights are reserved and no other license or usage right is granted.

d. Rights Granted to Blue Prism. You grant Blue Prism a non-exclusive, royalty-free license to use, during the term of the Agreement, and for any reasonably necessary period of time thereafter, all materials you may provide to Blue Prism in connection with the Agreement for purposes of performing our obligations and exercising our rights under the Agreement. You agree that we are free to use all general knowledge, skills, techniques, and ideas that we acquire or develop in performing the Agreement, subject to any obligation of confidentiality under Section 10 of these General Terms.

e. Feedback. By providing feedback to Blue Prism, you agree that we receive a perpetual, royalty-free, worldwide, transferable, sublicenseable and irrevocable license to use it to improve our Offering(s) or otherwise.

7. Infringement Indemnity

a. Defend and Indemnify. Provided you comply with the conditions specified below, we shall:
   i. defend you against any legal proceedings brought against you by a third party alleging that your use of a Product in accordance with the Agreement infringes the Intellectual Property Rights of that third party (an "**IPR Claim**"); or
   ii. indemnify you for any amount we agree in settlement of the IPR Claim, or which is finally awarded by a court of competent jurisdiction against you (with no further right of appeal) as a result of the IPR Claim.

b. Exclusions. This indemnity will not apply to the extent the underlying allegation arises from:
   i. your breach of the Agreement or your negligence, or your use of the Product outside the scope of your Agreement;
   ii. modification of the Product (other than modifications Blue Prism makes);
   iii. your use of a noncurrent version of the Product where you have already been advised by Blue Prism to upgrade;
   iv. combination of the Product with third party materials; or
   v. use of the Product after you become aware of the IPR Claim (unless we agree you can continue to use it).

c. Conditions. To benefit from this indemnity, you must:
   i. notify Blue Prism promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days of becoming aware of such IPR Claim;
   ii. procure that we have sole control of the investigation, defense, and settlement of the IPR Claim;
   iii. provide such assistance as we reasonably request in relation to defense of an IPR Claim;
   iv. not take any step involving any payment or admission of liability in relation to an IPR Claim without our prior written consent; and
   v. immediately cease using the Product subject to the IPR Claim (unless we agree otherwise).

d. Remedies. If an IPR Claim is made (or we think one is likely to be made) we may, in our discretion:
   i. procure the right for you to continue using the Product;
   ii. replace or modify the Product to avoid the potential infringement; or
   iii. terminate your Agreement immediately upon written notice to you and provide a pro-rata refund of any fees which have been paid to Blue Prism in respect of the relevant Product for the period following termination in lieu of damages and without admission of fault.

e. Entire Obligation. This Section sets out Blue Prism's entire obligation and liability in connection with any allegation that we have infringed any third party's Intellectual Property Rights.

8. Limitation of Liability

a. Exclusions of Liability. SUBJECT TO SECTION 8(C) BELOW, NEITHER PARTY SHALL BE LIABLE FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF REVENUE OR BUSINESS OPPORTUNITY, DIMINUTION OF VALUE, LOSS OF OR DAMAGE TO DATA, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, INJURY TO REPUTATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, PUNITIVE, EXEMPLARY OR ENHANCED OR SIMILAR DAMAGES OF ANY KIND, WHETHER OR NOT THE PARTIES WERE AWARE OF THE POSSIBILITY OF SUCH LOSS, AND IN EACH CASE WHETHER THE LOSS ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY, OR OTHERWISE.

b. Cap on Liability. SUBJECT TO SECTION 8(C) BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES WE HAVE RECEIVED (LESS ANY REFUNDS OR CREDITS) UNDER THE RELEVANT ORDER FOR THE OFFERING GIVING RISE TO THE CLAIM FOR DAMAGES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

c. Non-Excluded Liability. Nothing in this Section limits or excludes (i) Blue Prism's liability under the indemnity in Section 7, (ii) your liability under the indemnity in Section 5, (iii) your liability for payment of fees in respect of an Offering or for infringement of Blue Prism's Intellectual Property, or (iv) any liability which cannot lawfully be so excluded or limited.

d. No Liability to Third Parties. BLUE PRISM WILL BE LIABLE ONLY TO YOU IN CONNECTION WITH THE AGREEMENT, NOT TO ANY THIRD PARTY (INCLUDING ANY OF YOUR AFFILIATES AND AUTHORIZED USERS).

e. Allocation of Risk. The provisions of this Section 8 allocate risks and form an essential basis of the bargain between us and you, and, absent any of such provisions, the remaining provisions of the Agreement (including, without limitation, our pricing) would be substantially different.

f. No Reliance. You agree that, in entering into this agreement, either you did not rely on any representations of any kind or of any person other than those expressly set out in this Agreement or (if you did rely on any representations not expressly set out in this Agreement) that you shall have no remedy in respect of such representations

9. Audit

We may inspect and take copies of your records (either ourselves or using a third-party auditor) to verify your compliance with the Agreement, on reasonable notice. You agree to allow access to all relevant records and personnel, and to provide all reasonable assistance for the completion of the audit, and if such audit is conducted on premises, we will, when conducting such audit, comply with your standard health and safety policies provided to Blue Prism a reasonable time in advance. We will bear our own costs, except if an audit shows overuse of Product(s) or use outside the scope of the Usage Rights granted to you, in which case you will pay our reasonable demonstrable costs of the audit.

10. Confidentiality

a. Definition. If information is marked as confidential or is by its nature confidential, it shall be "**Confidential Information**". Credentials are our Confidential Information. Confidential Information shall not include information that: (i) was in the public domain other than due to a breach of the Agreement or other obligation of confidentiality; (ii) was lawfully received from a third party without obligation of confidentiality; or (iii) was developed independently without use of or reference to Confidential Information.

b. Restrictions on Disclosure. Each party shall keep the other's Confidential Information confidential, and not use it except for the purposes of the Agreement without consent. Confidential Information shall not be disclosed to any third party except for the purposes of the Agreement, in which case the disclosing party shall ensure the third party complies with these obligations of confidentiality. This shall not prevent a disclosure required by law, court order, or by any regulatory body in a competent jurisdiction (but then only to the extent and for the purpose required).

c. Confidentiality Term. This Section 10 shall survive expiry or earlier termination of the Agreement without limitation in time. The parties further agree that other information disclosed by a party in connection with the Agreement, the Offering(s), development roadmap or the relationship of the parties in general is Confidential Information of the disclosing party.

d. Publicity. The parties may publicize their relationship throughout the term of the Agreement in accordance with this Section 10(d). Neither party may issue a press release or other public announcement or marketing materials ("**Publicity**") without the prior written approval of the other party (which will not be unreasonably withheld or delayed). We may use your name and logo in our public customer lists (among and with no greater prominence than other named customers). Any use by either party of any stylized logos of the other party for Publicity shall be in accordance with that other party's notified trademark and logo usage guidelines. Blue Prism and its affiliates are subject to United States federal and state securities laws and may make disclosures required by such laws. Blue Prism may disclose to third party vendors that provide products or services you use, or that are used with Blue Prism's products or services, that you are a user of Blue Prism and such other information as is reasonably needed by such third party vendor.

11. Term and Termination

a. General Terms Effectiveness. The Agreement will remain in force throughout the Term of the relevant Offering for so long as any Order is in force or until terminated as set forth herein. An Order may be terminated in accordance with its terms without terminating the Agreement.

b. Termination for Material Breach. Either party may terminate the Agreement upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after notice to remedy such breach.

c. Other Termination and Suspension Events. Without limiting Section 11(b) above, we may suspend, limit or terminate your Agreement and your right to access and use an Offering immediately if you breach your Usage Rights, your responsibilities under Section 5, or the Acceptable Use Policy or the Fair Usage Policy (each, where applicable), if you terminate or suspend your business, if you become insolvent, admit in writing your inability to pay your debts as they mature, if you make an assignment for the benefit of creditors, if you become subject to direct control of a trustee, receiver or similar authority, if you become subject to any bankruptcy or insolvency proceeding, or if you fail to pay when due the fees for the Offering. No refunds are due to you if we suspend, limit or terminate your right to access and use the Product(s) for any of the foregoing reasons. In addition, we may terminate your right to access and use a Product, or any part of a Product in the event we are no longer able to offer such Product. If we do so, we will use commercially reasonable efforts to give you notice prior to terminating your right to access and use the Product and will provide a pro-rata refund of any pre-paid fees received by us in respect of such Product for the period following termination until the end of the then-current Term.

d. Effect of Termination. Upon termination or expiration of an Order, any Usage Rights to a Product granted to you under such order shall terminate, and you shall cease using and/or accessing such Product and delete such Product from your systems. Upon termination or expiry of the Agreement, you will irretrievably delete all copies of the Product(s) from your systems, and confirm in writing that you have done so, and immediately pay any amounts you owe Blue Prism. Termination or expiry shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.

e. Survival. The following shall survive any termination of the Agreement for an Offering: Sections 1(c), 1(f), 5(g), 6, 7, 8, 9, 10, 11(d), 12 and 13.

12. Governing Law and Jurisdiction

a. UNCCISG and UCITA. In no event shall this Agreement be governed by either of the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer information Transactions Act.

b. Outside the Americas. If you are situated outside the Americas, the Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and the parties hereby accept the exclusive jurisdiction of the English courts.

c. In the Americas. If you are situated in the Americas: (i) the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law thereof and the parties hereby accept the exclusive jurisdiction of the state and federal courts located in New York, New York. To the maximum extent permitted by governing law, no transactions called for herein shall be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction, (ii) **IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW,** (iii) no action under this Agreement, whether in contract or in tort, may be commenced more than two (2) years after the date on which such action accrued, and (iv) if this Agreement is entered into in the Province of Quebec, the parties hereto acknowledge that they have requested this Agreement and all related documents to be drawn up in the English language. ***Les parties aux presents reconnaissent qu'elles ont exigé que la présente convention et tout document s'y rattachant soient rédigés en anglaise***.

d. Auto-Renewal. **Section 5-903 of the New York General Obligations Law shall not apply to any auto-renewal to which you consent under an Order or this Agreement, and you hereby expressly and irrevocably waive your right to receive any notice of renewal to the extent required under Section 5-903 of the New York General Obligations Law.**

e. Injunctive Relief. Any violation or threatened violation of the restrictions on use of the Product(s), confidentiality requirements, or the non-solicitation provisions herein will cause irreparable injury to the other party for which monetary damages would not be an adequate remedy and each party will be entitled to obtain injunctive relief (without the necessity of posting a bond) in addition to any other damages or equitable relief for any breach of the above-listed provisions of this Agreement.

13. Miscellaneous

a. Notice. Notice must be in writing and may be delivered in person, by first class mail or overnight courier to the address indicated on the Order for a given party, or by email, provided that any notice sent by electronic mail to Blue Prism must copy bpm-legal.notices@sscinc.com.

b. Force Majeure. Neither party will be liable to the other for loss or damage resulting from failure or delay in performing its obligations under this Agreement if such failure or delay is caused, in whole or in part, by matters outside its reasonable control including, without limitation, blackouts, acts of God, strikes, lockouts, riots, acts of war, terrorism, cyber-terrorism, earthquake, fire and explosions. The inability to meet financial obligations is not a force majeure event.

c. Third Parties. Except as otherwise expressly stated in the Agreement, nothing in the Agreement shall confer any right or benefit upon any person who is not a party to it. The rights of the parties to vary the Agreement are not subject to the consent of any other person.

d. Resources. To provide the Offering(s), we may use personnel and resources in various countries, including subcontractors, Blue Prism affiliates, or any SS&C Associate.

e. Non-solicitation. During the term of the Agreement and for six (6) months afterwards, neither party may solicit any employee of the other who is or has been engaged in provision or receipt of the Offering(s), provided that this shall not prevent a party from offering employment to an individual who responds to a general public advertisement for employment which is not specifically directed at employees of the other party.

f. No assignment. You may not assign, dispose of, encumber or otherwise transfer the Agreement nor any rights under it, in whole or in part, whether directly or by operation of law, without our prior written consent. Any such consent may be conditioned upon the payment of additional fees in such amounts as we may determine.

g. Independence. Nothing in the Agreement creates a relationship of employer and employee, principal and agent or partnership between you and us. Neither you nor we are entitled to bind the other or enter into any agreement or make any promise on behalf of the other or in any way indicate that it is entitled to do so.

h. Variations in Writing. Variations to the Agreement, and any waivers, must be in writing (which, for these purposes, does not include email). Waiver on one occasion does not waive a right for future occasions. Rights and remedies under the Agreement are without prejudice to other rights. If a provision (or part of one) is invalid or unenforceable, the rest shall remain in full force and to the fullest extent possible, shall be construed so as to give effect to the intent manifested by the provision (or part of one) held invalid or unenforceable.

i. Entire Agreement. The Agreement is the entire agreement and understanding between the parties with respect to its subject matter and supersedes any other communication, representation, understanding or agreement (whether oral or written) relating to the same subject matter.

SS&C|Blue Prism Terms of Use Addendum for Hosted or Subscription Services

This SS&C|Blue Prism Terms of Use Addendum for Hosted or Subscription Services (this "**Addendum"** or this **"TOU Addendum"**) is entered into between you and SS&C Technologies, Inc. (if you are in the Americas) or Blue Prism Limited (if you are in any other jurisdiction). References to "we", "our", "us", or "Blue Prism" shall be references to the relevant SS&C entity. This Addendum contains additional legal terms applicable to your access to, and usage of, certain Blue Prism Cloud Services, subscription services and/or other hosted services governed by it as specified at http://portal.blueprism.com/agreements ("**Subscription Services**"). Capitalized terms used but not defined in this Addendum have the meanings ascribed to them in the General Terms or your Order, as applicable.

This Addendum, together with the SS&C|Blue Prism General Terms for Products and Professional Services (the "**General Terms**"), constitutes your Agreement for the Subscription Services named in your Order. We also offer (and your Order may include) certain other technologies (e.g., add-ons, plug-ins, utilities, or APIs)), which are not governed by your Product Agreement and which are instead subject to separate governing terms as detailed at http://portal.blueprism.com/agreements. Any software, technology, service deliverable or other offer which is noted as being governed by legal terms other than this Addendum shall not be considered a Product for the purposes of, and shall not be governed by, this Agreement and shall instead be governed by those separately specified terms.

1. **Usage Rights**
    a. Access and Use. Subject to the terms and conditions of your Agreement, we grant you and your Affiliates a limited, nonexclusive, nontransferable right to access and use the Product(s), through your Authorized Users, up to the quantities and for the Term indicated on your Order, in order to automate your business processes (and those of your Affiliates), which includes automating your internal business processes for the benefit of your clients. You will not sell, resell, or distribute the Product or make the Product available to third parties as a managed or network provisioned service unless you are separately authorized to do so. You may access and use development Digital Workers on a development instance of the Product, as applicable, for your internal development purposes only and not for live, production use.
    b. Authorized Users. You may permit Authorized Users to access and use the Product and Documentation, provided you are responsible for: (i) specifying the level of access to the Product for each Authorized User, (ii) ensuring all Authorized Users use the Product and Documentation only in support of your internal business, (iii) any unauthorized use of the Product or any breach of the terms of your Product Agreement by an Authorized User, including any misuse of Credentials.

2. **Acceptable use.** The acceptable use policy for the Product, as updated from time to time and made available by us to you at https://portal.blueprism.com/agreements or such other location as may be notified to you from time to time, is incorporated into this Addendum by this reference ("**Acceptable Use Policy**"). You agree to abide by the Acceptable Use Policy in your use of the Product. You agree to report any known or suspected misuse of the Product to us. We have the right to monitor your use of the Product to verify your compliance with the Agreement, including the Acceptable Use Policy, at any time. If we believe that you are using the Product in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, take such action as we consider appropriate, including terminating your right to use the Product.

3. **Performance Warranty and Remedy.** We warrant that the Product as provided to you under this Addendum will, in all material respects, have the functionality described in its Documentation when used in accordance with this Agreement and the Documentation. If the Product fails to perform as warranted in this Addendum, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to restore the non-conforming Product so that it conforms to the warranty, or (ii) if such restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Product and refund any prepaid amounts received by us for such Product on a pro-rata basis for the remainder of the Term. This warranty shall not apply to the Product when the Product: (i) is damaged through no fault of Blue Prism; (ii) is modified by anyone other than Blue Prism; (iii) is used for any purpose other than its intended purpose; or (iv) is used with third party software or equipment not specified as compatible in the Documentation.

4. **Availability and security**
    a. Availability. Where your Order is for a Product with an applicable Service Level Agreement ("**SLA**"), such SLA is incorporated into this Addendum by this reference. We will make that Product available to you in accordance with any applicable SLA for that Product (excepting operational requirements such as regularly scheduled maintenance and security downtime). While we will use commercially reasonable efforts to minimize downtime, we are unable to guarantee 100% uptime.
    b. Security program. We maintain a formal security program that is designed to protect against threats or hazards to the security of the Product and prevent unauthorized access to the Product. Our third-party managed cloud service providers which host the Product for purposes of providing you with access and use of the Product (i) implement and maintain a security program that complies with ISO 27001 or a substantially similar standard (if any) and (ii) have the adequacy of their security measures annually verified by independent auditors. The Product (i) employs firewalls and anti-malware and the corresponding management processes designed to protect service delivery from malware and (ii) is operated under a security governance model aligned with ISO 27001. You acknowledge that no security measures guarantee absolute security of Customer Data, and we are unable to and do not warrant Customer Data will remain completely secure. We will notify you promptly in accordance with applicable law if we become aware of unauthorized access to your Customer Data held within the Product. This Section 4b. contains our entire obligation regarding security of the Product.
    c. Updates. We may introduce new or additional services at any time. We will make available to you any additional terms applicable to such new or enhanced services in advance. We may update or modify the Product at any time without materially degrading its functionality or security features. If we need to materially degrade the functionality or discontinue any Product, such as to meet any legal requirements, we will endeavour to notify you of any such material degradation of functionality or the discontinuation of the Product at least 90 days prior to the change effective date specified in the notice and you may terminate the degrading Product with written notice 30 days prior to the change effective date. If you choose to terminate your subscription to the Product as permitted in this Section 4(c) or if we discontinue a Product, we will provide a pro-rata refund of any prepaid fees received by us in respect of such Product for the period following termination until the end of the then-current Term. We do not maintain and are unable to offer prior versions of a Product.

5. Data and privacy

a. You are solely responsible for the content and accuracy of all Customer Data. You acknowledge the Product is provided as a tool which you configure and connect to your or third-party software, applications, materials and/or services, and is not designed for use as a hosting or storage service. You accept full responsibility for any Customer Data which you transmit, provide or store in connection with the Product. We do not assume any obligations with respect to Customer Data or your use of the Product other than as expressly set forth in this Addendum or as required by applicable law. While not an obligation, we recommend you obtain appropriate insurance to protect Customer Data as good business practice.

b. The privacy policy available at: https://www.blueprism.com/privacy-policy/ ("**Privacy Policy**") describes how we use personal data you and your Authorized Users provide to us. You are responsible for providing any legally required information to individuals, such as information about the personal data you provide to us in connection with the Product, and you may provide individuals with the Privacy Policy.

c. You grant us a licence to use, copy, transmit, store, modify and analyse all data, including Customer Data, you submit to us in connection with your configuration and use of the Product, including personal data of yourself and others, solely to: enable us to provide the Product to you; enable you to use the Product; permit us to improve, develop and protect the Product; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing communication preferences. Any use of personal data remains subject to the Privacy Policy.

d. We may create anonymised and aggregated statistical data from your usage of the Product. We may use such anonymised and aggregated data for our own purposes, such as to provide, develop and improve the Product, to develop new services or products, to identify usage trends, and for other uses we communicate to you in advance. This Section 5d remains subject to the Privacy Policy.

e. We will not: (i) sell; or (ii) retain, use or disclose (except, in each case, as necessary to perform the business purpose and the Product in accordance with this Addendum), any personal information relating to consumers provided by you to us in your use of the Product. Our obligations under this Section 5 are subject to you giving us prior notice, in the applicable Order or in writing to privacy@blueprism.com, that you will provide us with any such personal information. For the purpose of this Section 5, the terms "business purpose", "consumer", "personal information" and "sell" have the meaning given to them in the California Consumer Privacy Act, Cal. Civ, Code § 1798.100 et seq. (known as the CCPA).

f. If you are: (i) located in the UK or the European Economic Area (EEA); (ii) entering in this Addendum with an SS&C entity in the UK or EEA; and/or (iii) using the Product to process personal data that is subject to UK or EEA data protection laws, as indicated by you in the applicable Order or in writing to privacy@blueprism.com, the Subscription Services Data Processing Addendum (available at https://portal.blueprism.com/agreements) is deemed incorporated into this Addendum and shall apply to the extent we process such personal data as a processor in connection with your use of the Product. For the purposes of Section 5(f)(iii), you are responsible for indicating if you are using the Product to process personal data that is subject to UK or EEA data protection laws in the applicable Order or in writing to privacy@blueprism.com.

6. Return and deletion of data. Prior to termination or expiration of the Term for any reason, you may request in writing to make Customer Data held within the Product available for download. After termination or expiration of the Term we will have no obligations to maintain Customer Data, and may delete or destroy any Customer Data, unless prohibited by applicable law or government order. If requested, we may provide additional services to facilitate your post-termination transition at our then-current professional services rate pursuant to a SOW. In addition, upon termination or expiration of your subscription, you will immediately return to us or destroy, at our option, all our Confidential Information and certify in writing that you have done so.

7. Changes. We reserve the right to update the terms of this Addendum, including the documents incorporated by reference into it, at any time. If we make any material changes to this Addendum, we will give you prior notice, whether by email or by posting a notice in the Product. Unless a change to this Addendum is required by law or is as a result of changes made by the third-party managed cloud service providers which host the Product, in which case it will take effect in accordance with the notice, any changes to this Addendum will apply to you only after the end of your current Term.

8. Order of Precedence. If there is any conflict between your Order, this Addendum and the General Terms, the order of precedence for construction purposes (from the highest priority to the lowest priority) shall be: (1) the Order for the relevant Product; (2) this Addendum; and (3) the General Terms.

SS&C|BLUE PRISM END USER LICENSE ADDENDUM FOR ON-PREMISES SOFTWARE

This SS&C|Blue Prism End User License Addendum (this "**Addendum**" or this "**End User Addendum**") is entered into between you and SS&C Technologies, Inc. (if you are in the Americas) or Blue Prism Limited (if you are in any other jurisdiction). References to "we", "our", "us", or "Blue Prism" shall be references to the relevant SS&C entity. This Addendum contains additional legal terms applicable to your access to, and usage of, certain on-premises software products governed by it as detailed at http://portal.blueprism.com/agreements (each, a "**Product**"). Capitalized terms used but not defined in this Addendum have the meanings ascribed to them in the General Terms or your Order, as applicable.

This Addendum, together with the SS&C|Blue Prism General Terms for Products and Professional Services (the "**General Terms**"), constitutes your Agreement for the Blue Prism Products named in your Order. We also offer (and your Order may include) certain other technologies (e.g., add-ons, plug-ins, utilities, or APIs), which are not governed by this Agreement and which are instead subject to separate governing terms as detailed at http://portal.blueprism.com/agreements. Any software, technology, service deliverable or other offer which is noted as being governed by legal terms other than this Addendum shall not be considered a Product for the purposes of, and shall not be governed by, this Agreement and shall instead be governed by those separately specified terms.

1. **Usage Rights**
   a. License Grant. Your license to the Product(s) permits you and/or your Affiliates, through your Authorized Users, to install and use the Product(s), and to use the Documentation, for the Term, on the metric and in the quantities of the metric listed on your Order, in order to automate your business processes (and those of your Affiliates), which includes automating your internal business processes for the benefit of your clients. You may install and use development Digital Workers on a development instance of the Product, as applicable, for your internal development purposes only and not for live, production use.
   b. Credentials. A license key is required to activate certain Product(s). Each license key permits you to deploy a single instance of any such Product(s) in a single live, production environment; and to make copies as reasonably required for back-up, testing, development or archival purposes.
   c. Additional Restrictions or Limitations. You will not sell, resell, or distribute the Product or make the Product available to third parties as a managed or network provisioned service unless you are separately authorized to do so. Your license to the Product(s) may be subject to additional restrictions or limitations, which may be detailed or referenced in your Order, in the Documentation or at http://portal.blueprism.com/agreements

2. **Product Warranty**
   a. Product Warranty. We warrant for a period of ninety (90) days from the date that first Credentials for a given Product are delivered to you that such Product as delivered will, in all material respects, function as specified in its Documentation when used in accordance with the Agreement and that Documentation, including use within an environment meeting the minimum technical requirements specified in the applicable Documentation.
   b. Breach. To make a claim of breach of the warranty in Section 2(a), you must notify us in writing within the warranty period at bpm-legal.notices@sscinc.com
   c. Remedy. If we breach this warranty, your sole remedy will be to require us to provide a corrected version of the Product(s).
   d. Exclusions. This warranty in Section 2(a) shall not apply to the Product when the Product: (i) is damaged through no fault of Blue Prism; (ii) is modified by anyone other than Blue Prism; (iii) is used for any purpose other than its intended purpose; (iv) is used with third party software or equipment not specified as compatible in the Documentation; or (v) is installed improperly or not properly maintained.

3. **Data Protection**
   a. Definitions. "**Data Protection Law**" means all privacy laws applicable to Personal Data processed under this Addendum and "**Personal Data**" means "personal data" or the equivalent term as defined by Data Protection Law.
   b. Compliance. Each party agrees to comply with the obligations that apply to it under Data Protection Law.
   c. Minimization. To provide support for the Product(s) to you, we may need to receive limited Personal Data to enable Blue Prism to communicate with you ("**Account Management Information**"). We do not wish to receive any Personal Data from you other than Account Management Information, and you agree not to disclose any such Personal Data to Blue Prism. If a support issue requires the provision of additional information to Blue Prism, you must anonymize, redact or otherwise alter the information such that it does not contain Personal Data ("**Cleansed Information**"). In the event that you provide Blue Prism with Personal Data in breach of this Section, we shall be entitled to delete it and cease providing support in respect of the support issue in question until Cleansed Information is provided to Blue Prism.

4. **Order of Precedence.** If there is any conflict between your Order, this Addendum and the General Terms, the order of precedence for construction purposes (from the highest priority to the lowest priority) shall be: (1) the Order for the relevant Product; (2) this Addendum; and (3) the General Terms.

SS&C|Blue Prism Intelligent Automation Suite
Global Support Services Terms

These Global Customer Support Services Terms (these "Support Terms") are incorporated into and form part of your Agreement. Capitalized terms not defined in these Support Terms shall have the same meaning as in your Agreement; all other terms are as defined in these Support Terms. *Please note that Document Automation Support Services are governed by separate support terms available at http://portal.blueprism.com/agreements under "Intelligent Document Processing" and then "Document Automation".*

1. Roles and responsibilities

Unless otherwise specified in your Agreement, to benefit from these Support Terms you must: (i) fulfil the obligations and requirements set forth in your Agreement to enable the Product to operate in accordance with the Documentation; (ii) promptly provide any assistance and information that Blue Prism may reasonably request in connection with its provision of the Support Services; and (iii) ensure that all correspondence and information from you or sent on your behalf is in English. Blue Prism shall not be liable for any failure or delay in providing the Support Services arising in any part out of your failure or delay to perform your obligations under your Agreement.

Blue Prism shall provide Support Services to you during Support Hours remotely, in English, directly to Designated Contacts in accordance with these Support Terms and the Support Tier for each Product, unless otherwise agreed in writing by Blue Prism.

You and Blue Prism are each responsible for configuring your respective environments to enable the Product to operate with the Customer Environment. Such responsibilities include:

Customer's responsibilities to:

- Maintain the required infrastructure to enable the Product functionality on its systems, which may include the Customer Infrastructure;
- Ensure the Customer Environment is available and the Product can connect to the Customer Environment and Customer Infrastructure;
- Ensure Blue Prism personnel providing Support Services have the required access and rights to Customer Environment necessary to provide the Support Services (if any);
- Maintain the Customer Environment;
- Manage any support issues related to the Customer Environment in a timely fashion;
- Obtain and maintain required licenses and support to maintain the Customer Environment;
- Configure the Customer Environment.
- Continually update and maintain the Customer Environment, including implementing any required patches, updates, and upgrades (including those applicable to the operating system) in a timely manner;
- Obtain licenses and support as required by any applications which connect to the Product; and
- Otherwise comply with industry best practices or with guidance from Blue Prism.

Blue Prism's responsibilities to:

- Confirm the Product functions substantially in accordance with the Operation Criteria (if any); and
- Manage and resolve Faults in relation to the Product in a timely fashion according to the relevant Support Tier.

2. Initiating Support Services

Before initiating Support Services, you shall: (a) ensure that you have an Agreement that includes Production or Business Critical Support Tiers for the relevant Product; (b) use commercially reasonable efforts to reproduce the issue and confirm that it is not caused by issues in the Customer Environment; (c) ensure that your personnel who are handling the issue have: (i) appropriate access rights to your systems and any relevant cloud subscription(s); and (ii) have sufficient skills, training and competency to identify the source, nature, cause or symptoms of the issue. If such Customer personnel has reasonably determined the issue is not connected to the Customer Environment and is within the scope of the Support Services, you may initiate a request for Support Services by generating a Support Ticket.

You shall include the following in each Support Ticket:

- a clear description of the issue;
- detailed steps to enable Blue Prism to replicate the issue; and
- details of investigations carried out by Customer (including workarounds attempted by the Customer), and any system event logs and process logs, in line with Blue Prism's issue logging procedure which is provided via the Blue Prism Customer Portal.

3. Support obligations

After receiving a Support Ticket, Blue Prism will, based upon the information provided by you, assign an appropriate Priority Level to the Support Ticket, notify customer of the Priority Level, and categorize the suspected cause of the issue.

If you do not agree with the Priority Level assigned by Blue Prism, you may request a change to the Priority Level by making a request via the Blue Prism Support Services helpdesk. If Blue Prism does not agree to such change, the Customer can escalate the matter in accordance with the escalation process set forth in Section 4 (Escalation Process).

Blue Prism's initial response may include: (i) acknowledgment of a Fault; (ii) provision of a Workaround; (iii) reclassification of the Priority Level; (iv) confirmation of expected resolution timescale; (v) requests for assistance and/or additional information; and (vi) an explanation of the issue, such as a misinterpretation of functionality and not a Fault, and details of any other options for resolving the issue.

When a Support Ticket is waiting for a response from you, Blue Prism will send periodic reminders to you. If you do not respond with the requested information within a reasonable timeframe as

specified by Blue Prism in the Support Ticket response, Blue Prism will close the Support Ticket.

Where Blue Prism diagnoses that the suspected cause of the issue contained in the Support Ticket is a Fault, Blue Prism will:

- review, and where appropriate, reclassify the Priority Level of the Support Ticket;
- address the Fault in accordance with these Support Terms; and
- manage the Support Ticket by: (i) logging, classifying, and reclassifying the issues reported by you, (ii) regularly monitoring the progression of issue resolution, (iii) regularly updating you on said progress.

Where Blue Prism diagnoses that the suspected cause of the issue contained in the Support Ticket relates to the interaction of the Product and the Customer Environment, each of you and Blue Prism shall:

- Provide designated resources who can work together on investigating and resolving the issue;
- Provide information reasonably required to support diagnostics of the issue; and
- Jointly work to resolve the issue in a timely fashion.

Where Blue Prism diagnoses that the issue contained in the Support Ticket does not relate to a Fault, Blue Prism will: (i) inform you of this; (ii) if known, identify to you the cause or suspected cause of the issue for you to address; and (iii) close the Support Ticket.

4. Escalation Process

If you are dissatisfied with the Support Services received through the helpdesk channels described in these Support Terms, you may contact your Blue Prism Relationship Manager, and the parties will work together in good faith to resolve such issue. If such issue is not resolved within a reasonable timeframe, you and Blue Prism may escalate the issue to in accordance with the Escalation Procedure.

5. Advisory Support Services

If you require Advisory Support Services, and you request (and Blue Prism agrees) to provide Advisory Support Services, Blue Prism may, at its discretion, charge fees for such Advisory Support Services, plus reasonable expenses, at Blue Prism's then-current published rates. Advisory Support Services and related fees may, depending on the type of engagement, be scoped in an agreed statement of work or otherwise in writing and may be subject to additional terms.

6. Definitions

Advisory Support Services – Services which do not relate to a Fault and/or are out of the scope of the Support Services. Such services may be either professional services or advisory support services. Services outside the scope of the Support Services include without limitation where the request would: (i) require additional training of the Customer personnel other than through agreed training courses; (ii) result in a change in functionality and/or enhancement of the Product; (iii) result in a Customer-specific modification of the Product otherwise than for the purposes of the Support Services; or (iv) involve any work undertaken outside Support Hours (if requested by the Customer); (v) require any on-site support (which requires Customer and Blue Prism prior approval); (vi) require professional services such as assistance with installation of Customer provided operating system, changes to development or production capacity, change to environment configuration e.g. adding a UAT platform instance; (vii) involve any additional work to address the Fault due to issues other than Blue Prism's failure to meet one or more Operation Criteria; (viii) involve Blue Prism providing Support Services where the Customer delays or defaults in any of its obligations under the Agreement.

Agreement – The agreement under which we agree to provide the Support Services to you.

Application – The software components of the Product stated as being included in the Support Services (if any) as updated from time to time and made available at https://portal.blueprism.com/agreements or such other location as may be notified to Customer from time to time.

Blue Prism, us, we, our – The Blue Prism entity or affiliated entity that is party to the Agreement.

Customer, you, your – The Customer organization that is party to the Agreement with Blue Prism.

Authorized Use – Use of the Product in accordance with the terms of the Agreement.

Customer Portal – As applicable, (i) for Blue Prism branded products, the customer-facing website(s) available at https://portal.blueprism.com (ii) for Chorus BPM, the Chorus Customer Center available at https://ssctech.service-now.com/choruscustomercenter and (iii) for either of the foregoing, such other location as may be notified to Customer from time to time.

Business Day – From 09:00 to 17:00 Monday to Friday excluding public holidays in the Nominated Country as set forth in the Order Form or, if no Nominated Country is specified in the Order Form, the Nominated Country shall be the country for the Blue Prism support location closest to Customer's address in the Agreement.

Continuous Effort - Continuous Effort means that, for P1 Faults only, Blue Prism personnel will work continuously on the Fault, with breaks only for reasonable sustenance and rest.

Customer Environment - The hardware, virtual machines, operating systems, hosted environment, network infrastructure and underlying applications on or with which you intend to use the Product, in each case meeting the minimum requirements we specify in our installation guide for the applicable version of the Product and/or Customer Infrastructure (if applicable).

Customer Infrastructure – The required infrastructure to enable the Product functionality on Customer's systems from time to time, which may include the following: Site to Site VPN Termination device, Active Directory services, DNS and DHCP services, File services, Application services, Digital Worker User Accounts, Groups, GPOs, and associated rights/permissions configured in the Customer Active Directory environment and any other services configured by the Customer either within the Service, or to be accessed by the Product.

Designated Contacts - Qualified personnel you designate to log Support Tickets. Designated Contacts must be familiar with the Product architecture as appropriate, be capable of understanding the various components and terminology around the Product as appropriate and have sufficient system privileges and authority to be able to implement any changes or recommendations we give you.

Documentation – The then-current standard Technical Datasheet, Security Datasheet or other product information or guidance provided or made available by us with respect to the relevant Product. Documentation specifically excludes marketing and promotional materials.

Escalation Procedure – The escalation procedure as updated from time to time made available at https://portal.blueprism.com/how-escalate-ticket or such other location as may be notified to Customer from time to time.

Knowledge Support - Dedicated time from one of our subject matter experts to learn more about your chosen subject or address other matters. Schedule 1 indicates the number of hours included in a given Knowledge Support subscription offer, including the free-of-chargeBasic level Knowledge Support available toany

supported Customer. If Customer enrolls in a paid Knowledge Support subscription, Blue Prism provides Bronze, Silver or Gold level hours booked by Customer through the Knowledge Support page on the Customer Portal. Sessions are booked in a minimum two-hour block and Knowledge Support subscription hours are used in one-hour units (e.g., if a session lasts for 1.5 hours, this will be counted as 2 hours of Knowledge Support). Unused sessions do not roll forward to the following contract year. Knowledge Support subscription sessions are subject to availability. Sessions are allocated on a first come first served basis, so we recommend that you book early.

Fault - A code-based failure of the Product to operate in accordance with the Documentation or a failure of the Product to perform in all material respects in accordance with the description in the Documentation. Where any of the following causes the issue, there is no Fault:

- a modification of the Product made by any person other than Blue Prism which materially impacts operation;
- defects or errors resulting from incorrect implementation or configuration of the Product;
- operator error or failure to use reasonably skilled and trained operators, administrators, and maintenance personnel);
- any changes to the operating environment;
- failure to properly maintain and administer the Customer Environment;
- changes to the data structure or format other than as strictly necessary to maintain the functionality of the Product;
- failure to promptly implement any release supplied by Blue Prism to correct a Fault (unless such release is demonstrated to cause other issues and/or Faults when tested) or to implement requirements within timelines specified by Blue Prism;
- use of the Product with any software or hardware which could, in the reasonable opinion of Blue Prism, adversely affect the operation of the Product;
- failure to read and comply with the Documentation;
- failure to use the Product in accordance with the Agreement or any unauthorized use of the Product.

Lifecycle Policy - The lifecycle policy for Products as updated from time to time and made available at https://portal.blueprism.com/lifecycle-policy for Blue Prism Products, at https://ssctech.service-now.com/choruscustomercenter for Chorus BPM products, or at such other location as may be notified to Customer from time to time.

Major Incident - A known unplanned downtime for all services or a Fault discovered by Blue Prism which materially impacts Customer's use of the Product.

Maintenance Releases - Minor releases (as defined in the Lifecycle Policy) or patches of the Product.

New Releases - New or major releases (as defined in the Lifecycle Policy) of the Product.

Operation Criteria – The operation criteria for the Product (if any) as updated from time to time and made available at https://portal.blueprism.com/agreements or such other location as may be notified to Customer from time to time.

Priority Level – The priority level of the Fault (P1, P2, P3 or P4) as described in Schedule 1 – Priority Levels and Support Services.

Product – The Blue Prism software application(s) that Blue Prism licenses to you or grants you rights to access under the Agreement, including the relevant Platform components and Application components.

Platform - The operational components of the Product stated as being included in the Support Services (if any) as updated from time to time and made available at https://portal.blueprism.com/agreements or such other location as may be notified to Customer from time to time.

Recovery Manager - A Blue Prism recovery manager as a point of contact for Customer.

Screen Sharing - Support element, whereby you share your screen with us to demonstrate your issue so that we can work towards resolving it. You will only share data with us that you are authorized to. Please note that this is an optional support offering and does not involve remote access to your systems.

SLA Reviews – Qualifying customers will be entitled to regular reviews of the support tickets handled during that period and help with any issues that become stale or escalated. SLA Reviews will not be more frequent than once in any period of 90 days.

Support Hours - The period during which the Support Services will be available and during which Target Response Times and Target Resolution Times (if applicable) will be measured determined by the Support Tier.

Support Services – The maintenance and support services provided by Blue Prism to resolve Faults in accordance with the relevant Support Tier where such Faults cannot be resolved by the Customer as described in these Support Terms, including without limitation, Schedule 1.

Support Terms – These SS&C Blue Prism Global Support and Maintenance Terms.

Support Ticket - A request by a Designated Contact for Support Services in relation to a suspected Fault.

Support Tier – The level of support services and support elements you selected in the Agreement. Schedule 1 identifies the Support Service elements for Products for each applicable Support Tier, unless we notify you of different Support Services for certain Products, Platform components and/or Application components.

Target Initial Response Time - The targeted period from our initial receipt of a Support Ticket until we acknowledge such receipt, communicate an incident reference number to you, and assign a priority level to the Support Ticket.

Target Resolution Time - The targeted period from our confirmation that a Support Ticket is due to a Fault until resolution of the Fault. Any period during which we are waiting for a response from you or unable to make progress on a Support Ticket due to your delay in providing information or your lack of collaboration is excluded from the calculation of the time to resolution. Provision of a suitable Workaround qualifies as a resolution, even though we may continue to work toward a permanent correction of the Fault.

Time Zone - The time zone as set forth in the Order Form or, if no time zone is specified in the Order Form, the time zone shall be the time zone for the Blue Prism support location closest to Customer's address in the Agreement.

Workaround - A method, action, or procedure we recommend which, in our reasonable judgment, substantially mitigates the effects of a Fault.

Schedule 1 - Priority Levels and Support Services

Priority Levels

Some aspects of the Support Services vary according to the Priority Level. The Priority Levels are defined as follows:

Priority Level	Type of issue/Fault
P1	The entire Product is unavailable in production, resulting in a critical impact to Customer's business. *Due to their nature, certain Products, Platform components and Application components cannot qualify for this Priority Level. Please see the Platform components and/or Application components for further details.*
P2	Operation of the Product is severely impacted, affecting multiple automations in production or there is complete outage of a lower environment (such as DEV, Test, UAT).
P3	Partial, non-critical loss of functionality causing an inconvenience. Time sensitive issues with medium impact to productivity or project delivery. Issues where a Workaround has been provided.
P4	There is a minor issue not impacting the overall operation of the Product, a suggestion for a change in functionality or appearance of the Product.

Support Services and Support Tiers

The tables below identify the Support Service elements for Products for each applicable Support Tier, unless we notify you of different Support Services for certain Products, Platform components and/or Application components.

		Support Tier	
Product support element		**Production**	**Business Critical**
New Releases		Included	
Maintenance Releases		Included	
How to generate a Support Ticket		Self-service via a web portal Telephone	
Maximum number of Designated Contacts		10	50
Screen Sharing		Included	
Target Initial Response Time for each Priority Level	**P1**	1 hour	30 minutes
	P2	4 hours	2 hours
	P3	1 Business Day	
	P4	**Blue Prism will consider such issues or requests in the light of other Customer requirements and advise what action will be taken to address the issue.**	
Knowledge Support	**Basic**	5 hours per contract year	10 hours per contract year
	Bronze subscription	**20 hours per contract year**	
	Silver subscription	**50 hours per contract year**	
	Gold subscription	**120 hours per contract year**	
Regular SLA Reviews		N/A	Qualifying Customers only

Product Component Support Services

The table below identifies the Support Service elements that are included for the Application components in each applicable Support Tier.

Product Component support element		Support Tier	
		Production	**Business Critical**
Support Hours	**Self-service**	24 hours x 7 days per week	24 hours x 7 days per week
	Blue Prism Support	7am-7pm in your Time Zone on a Business Day for all Faults	24 hours x 7 days per week for P1 Faults 24 hours on a Business Day for all non-P1 Faults
Target Resolution Time for each Priority Level	**P1**	N/A	Blue Prism will use Continuous Effort, within Support Hours, to resolve the Fault within 12 Support Hours.
	P2	N/A	Fault resolved by the end of the following 3 Business Days.
	P3	N/A	Bug fix scheduled for an upcoming release.
	P4	N/A	Blue Prism will consider such issues or requests in the light of other Customer requirements and will advise what action will be taken to address the issue.
End of Life procedure		We support each version of the Product for the timeframe specified for the Product in the Lifecycle Policy. We will provide notice on the Blue Prism Customer Portal in advance of withdrawal of Support Services for any version of the Product in accordance with the relevant end of life notice period for the Product in the Lifecycle Policy.	

Platform Component Support Services

The table below identifies the Support Service elements that are included for the Platform components in each applicable Support Tier.

Platform component support element		Support Tier	
		Production	**Business Critical**
Support Hours	**Self-service**	24 hours x 7 days per week	24 hours x 7 days per week
	Blue Prism Support	7am to 7pm in your Time Zone on a Business Day for all Faults	24 hours x 7 days per week for P1 Faults 7am to 7pm in your Time Zone on a Business Day for all non-P1 Faults
Target Resolution Time for each Priority Level	**P1**	Blue Prism will use Continuous Effort, within Support Hours, to resolve the Fault within 12 Support Hours.	
	P2	Fault resolved by the end of the following 3 Business Days.	
	P3	Bug fix scheduled for an upcoming release.	
	P4	Blue Prism shall consider such issues or requests in the light of other Customer requirements and will advise what action will be taken to address the issue.	

Subscription Services

The additional terms in the remainder of this "Subscription Services" section of the Support Terms apply only if the Product is a Subscription Service.

We will monitor your use of the Product for the purposes of optimizing performance. Such monitoring and related activities may include:

- managing and monitoring performance and utilization of the Platform components to identify any capacity issues such as CPU utilization, memory utilization and disk utilization;
- responding to Platform component performance and utilization issues and implementing changes to correct operational problems, in accordance with the Support Terms;
- notifying you where additional capacity should be procured based on our monitoring;
- notifying you where your use of the Platform components does not comply with the Fair Usage Policy, best practice, and/or is contributing to performance issues.

We may notify you of any recommended or required steps to optimize its Platform components on Customer's systems. You shall, if notified, promptly procure the recommended capacity and/or implement the remediation steps provided by us.

The Support Services are provided on a remote basis, which may require remote log on and access to your cloud subscription for the Product (if applicable).

Bug fixes and New Releases

Support Services may include bug fixes, periodic operating system updates to the Product and New Releases. Each such release shall be accompanied by a release notice detailing any issues resolved. You will have six (6) months from the release notice to schedule the applicable update(s) and, **if you do not timely update, then we (i) will be entitled to stop providing Support Services, (ii) will not be required to meet any service level agreement applicable to the Product and (iii) will have no liability in connection with your failure to upgrade, including any security issues**.

At our discretion, we may implement certain operational changes to the Product to address a Fault. We will notify you in advance and coordinate with you if any such operational change impacts your use of the Product. For any operational changes which may occur outside a regularly scheduled maintenance window, you may request that we delay implementation of an operational change for up to one (1) month.

Requests for change

Changes or modifications to the Product or an evaluation of third-party products for use with the Product require submission of a "Request for Change". A Request for Change can be initiated by us or by you. Upon submission of a Request for Change, a Change Control Board will be formed, comprised of your representative and a representative for us. The Change Control Board will have joint authority to accept or reject the Request for Change. Following acceptance of a Request for Change, the parties will enter into a statement of work to document such Additional Services, including associated fees and costs, if any. Where agreement cannot be reached, either party may initiate the Escalation Process set forth in Section 4 (Escalation Process).

Maintenance and health checks

We will perform periodic maintenance and health checks on the Product. Such maintenance services may include but are not limited to: monitoring uptime for compliance with the SLA, monitoring and collecting measurements and trend analysis, capturing, and analyzing event log files, verifying that the Product is functioning in accordance with the Documentation, disk space / database space management, verifying patch level and antivirus updates, confirming the Product is configured according to best practice, identifying maintenance activities. We will notify you of any scheduled maintenance downtime to perform such maintenance services.

As part of regular maintenance services, we may also require you to perform certain maintenance activities, and we will provide you with advance notice of any such requirements.

Incident management

We will notify you promptly of any Major Incident. In such event, we will appoint a Recovery Manager, who will assist in providing regular updates and resolving the Major Incident. We will use commercially reasonable efforts to resolve the Major Incident in a timely manner, including provision of any Workarounds or suggested course of action which may minimize the impact of the Major Incident. Upon resolution, the Recovery Manager will provide a root cause analysis report.

SS&C|Blue Prism Global Customer Support Services Terms
Application, Platform and Operation Criteria

Blue Prism Enterprise (client hosted/on-premises)

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- Interact Application
- Hub Application
- Automation Lifecycle Management Application*
- Blue Prism Core Product including without limitation the Interactive Client, Application Server and Runtime Resource applications
- Decision
- Decipher Intelligent Document Processing (v1.2 and later) (Decipher IDP)
- Blue Prism Desktop
- Blue Prism Process Intelligence powered by ABBYY (BPPI)*
- Service Assist
- PowerPack for use with Salesforce*

** Issues/faults with this component cannot qualify as a P1*

Platform

The following component comprises Platform as referenced in the Global Customer Support Services Terms:

- Smart Vision

Blue Prism Cloud Services Intelligent Automation (hosted by Blue Prism)

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- Interact (SelfService) Application
- Hub (Connect) Application
- Automation Lifecycle Management (Wireframer) Application*
- IADA Orchestrator / Director
- Blue Prism Core Product including without limitation the Interactive Client, Application Server and Runtime Resource applications
- Decision
- OCR engine
- Service Assist
- PowerPack for use with Salesforce*

** Issues/faults with this component cannot qualify as a P1*

Platform

The following components comprise Platform as referenced in the Global Customer Support Services Terms:

- Cloud subscription
- Platform Operating System
- SQL Database
- Development Digital Worker(s) Virtual Machines
- Production Digital Worker(s) Virtual Machines
- BPC Site VPN Gateway
- Smart Vision
- RabbitMQ
- Web Servers
- Microsoft Defender
- Management Server and associated security software

Operation Criteria

The **Blue Prism Cloud Services Intelligent Automation** Platform is operating if it meets the following Operation Criteria as referenced in the Global Customer Support Services Terms:

- All components comprising Platform are powered on, available on the network and can be logged onto by an Authorized User, and Customer Active Directory Services are working in accordance with the Documentation.
- All Blue Prism-supplied software components have been appropriately licensed, installed, have started and are running.
- The components comprising both Application and Platform can connect between each other as described in the Documentation for Blue Prism Cloud Application Architecture.
- For the Interact (SelfService) component, an Authorized User can log in, enter data into a form, and submit such data into a queue which then awaits processing.
- For the Management Server, an Authorized User can log in and connect to other components on the Platform.
- For the Development and Production Digital workers, an automated process can be loaded, process steps can be executed.
- For the OCR engine component, an Authorized User can log in, and observe that a defined OCR input is read and processed.
- For the Hub (Connect) component, an Authorized User can log in, and is presented with the menu options, and interface(s) as defined in the applicable product datasheet(s).

Blue Prism Next Generation (hosted by Blue Prism)

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- Blue Prism Next Generation Digital Worker (client-hosted)
- Blue Prism Next Generation Design Studio (client-hosted)

Platform

The following components comprise Platform as referenced in the Global Customer Support Services Terms:

- Any Blue Prism Next Generation hosted components]

Operation Criteria

The **Blue Prism Next Generation** Service is operating if it meets the following Operation Criteria as referenced in the Global Customer Support Services Terms:

- The components comprising the Platform are available for access, can be logged onto by an Authorized User, and are working in accordance with the Documentation
- The components comprising both Application and Platform can connect between each other as described in the Documentation

Blue Prism Automation Orchestrator (hosted by Blue Prism)

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- Blue Prism Core Product including without limitation the Interactive Client, Application Server and Runtime Resource applications

Platform

The following components comprise Platform as referenced in the Global Customer Support Services Terms:

- Any Blue Prism Next Generation hosted components

Operation Criteria

The **Blue Prism Automation Orchestrator** Service is operating if it meets the following Operation Criteria as referenced in the Global Customer Support Services Terms:

- The components comprising the Platform are available for access, can be logged onto by an Authorized User, and are working in accordance with the Documentation
- The components comprising both Application and Platform can connect between each other as described in the Documentation.

Blue Prism Chorus (hosted by Blue Prism)

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- Admin Migration Utility (AMU)
- Archiver
- AWD
- Business Intelligence (BI)
- Capture / Check Mail In
- Case Management
- Chorus
- Communications Conversion Utility (CCU)
- Communications
- Content Viewer
- Data and Image Delete
- Design
- Digital Investor
- Document Automation (DA)
- Document Renderer
- Document Splitter
- DROOLS
- EFS
- Enhanced Search
- Email AI
- EnCorr
- Fax
- File Transfer Services (AFT)
- Forms
- Image Retrieval
- Object Conversion Utility (OCU)
- Operational Analytics (OA)
- QC AI
- Revisable Object Support (ROS)
- RIP
- Scan
- SMTP Email
- ST/KE
- UX Builder
- Viewstation

Platform

The following components comprise Platform as referenced in the Global Customer Support Services Terms:

- Platform Operating System
- iSeries/DB2
- Oracle
- JBoss
- WebLogic
- UNIX
- Windows

Operation Criteria

The Hosted Platform is operating if it meets the following Operation Criteria as referenced in the Global Customer Support Services Terms:

- All components comprising the Platform are powered on, available on the network, and can be logged onto by an Authorized User.
- All Chorus-supplied software components have been appropriately licensed, installed, have started and are running.
- The components comprising both the Application and Platform can connect with each other as described in the Documentation for Chorus Application Architecture.

Blue Prism Chorus (client-hosted/on-premises)

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- Admin Migration Utility (AMU)
- Archiver
- AWD
- Business Intelligence (BI)
- Capture / Check Mail In
- Case Management
- Chorus
- Communications Conversion Utility (CCU)
- Communications
- Content Viewer
- Data and Image Delete
- Design
- Digital Investor
- Document Automation (DA)
- Document Renderer
- Document Splitter
- DROOLS
- EFS
- Enhanced Search
- Email AI
- EnCorr
- Fax

- File Transfer Services (AFT)
- Forms
- Image Retrieval
- Object Conversion Utility (OCU)
- Operational Analytics (OA)
- QC AI
- Revisable Object Support (ROS)
- RIP
- Scan
- SMTP Email
- ST/KE
- UX Builder
- Viewstation

Platform

The following components comprise Platform as referenced in the Global Customer Support Services Terms:
There are no platform components

AI Gateway Platform

Application

The following components comprise Application as referenced in the Global Customer Support Services Terms:

- AI Gateway
- AI Governance
- AI Chat

Platform

The following components comprise Platform as referenced in the Global Customer Support Services Terms:

· Any AI Gateway hosted components

Operation Criteria

The **SS&C AI Gateway** Service is operating if it meets the following Operation Criteria as referenced in the Global Customer Support Services Terms:

· The components comprising the Platform are available for access, can be logged onto by an Authorized User, and are working in accordance with the Documentation

· The components comprising both Application and Platform can connect between each other as described in the Documentation

Fair Usage Policy

This Fair Usage Policy contains the guidelines for your use of certain Blue Prism products to ensure that each customer has a consistently high-quality experience. Blue Prism takes measures including tracking and monitoring to ensure that our customers' usage stays within reasonable parameters.

Extenuating Circumstances. Blue Prism acknowledges that customers will occasionally have very high volumes of traffic outside of normal usage patterns. In cases where this traffic can reasonably be predicted, we request that you inform us with as much notice as possible to help us ensure that service delivery remains consistently high. Please reach out to your Account Manager who will coordinate with the appropriate teams.

Changes to the Fair Usage Policy. This Fair Usage policy may be updated from time to time and applies with immediate effect.

Blue Prism Cloud

Component	Usage Capacity (per Digital Worker per month)	Enablement prerequisites
OCR	4,000 page reads	N/A
IADA.ai Language Translation	1,000,000 characters	N/A
IADA.ai Language Detection	10,000 messages	N/A
IADA.ai Sentiment Analysis	10,000 messages	N/A

- Customer is entitled to execute foreground and background processes concurrently up to the number of production digital workers procured.

Decipher (on-premises only)

Component	Usage Capacity (per Digital Worker per month)	Enablement prerequisites
Decipher	4,000 page reads	N/A

Smart Vision (hosted only)

Component	Usage Capacity (per Digital Worker per day)
Screenshots processed	25,000

• Smart Vision analyzes each screenshot Customer sends to provide Smart Vision actions per Customer request.

WorkHQ Digital Workers (hybrid)

Component	Usage Capacity (per Digital Worker per week)
Non-production digital workers	50 hours

- Customers who regularly exceed the Usage Capacity limits will be prompted to obtain additional non-production digital workers.
- Where Customer generates an excessive load over a short period of time, Blue Prism reserves the right to restrict the volume of transactions to be processed in our service on behalf of Customer in order to protect the WorkHQ platform and other customers' usage.

WorkHQ Agentic Workflows (hosted)

- Where Customer generates an excessive load over a short period of time, Blue Prism reserves the right to restrict the volume of transactions to be processed in our service on behalf of Customer in order to protect the WorkHQ platform and other customers' usage.

AI Gateway and WorkHQ AI Gateway Add-on (hosted)

Component	**Usage Capacity** (per Enterprise)
Calls to Large Language Model	10,000/hour (averaged over 24 hours)

- Customers who hit the Usage Capacity limits during two or more consecutive 24 hour periods or more than three times in a rolling week will be prompted to procure [premium level access].
- Where Customer generates an excessive load over a short period of time, SS&C reserves the right to throttle, suspend or terminate the calls being initiated on our service on behalf of Customer in order to protect the AI Gateway platform and other customers' usage.

AI Chat

Component	**Usage Capacity** (per User)
Queries to Large Language Model	200 per hour

- Where Customer generates an excessive load over a short period of time, SS&C right to throttle, suspend or terminate the calls being initiated on our service in order to protect the AI Chat platform and other customers' usage.

Document Automation (hosted only)

Fair usage policy

Definitions

Processed pages	All pages submitted to the Blue Prism Document Automation service irrespective of whether those pages are Classified and/or Digitized.
Classified pages	A page is classified when the Document Automation Service is able to match it to a template page configured in the service.
Digitized pages	A page is digitized when it has been Classified and the Document Automation Service extracts handwritten and/or printed-type fields and converts them into machine-readable data.
Cruft pages	Processed pages that cannot be Classified and, hence, cannot be Digitized.

Fair usage capacity

- Cruft Pages may not be more than 55% of Processed Pages.
- Less than 500 template sheets per pipeline.
- Less than 2,000 schema fields per pipeline.
- Less than 1,000 pages per batch.
- Maximum 50MB (megabytes) per file submitted. This is a hard system limit.

Document Automation's fair usage policy ensures that the service is performant for all users and allows Blue Prism to provide customers with a simple pricing scheme.
Blue Prism will notify you in advance if we believe your usage is not within our fair usage policy and work with you to redress the usage.

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") sets forth the terms you (including any Authorized Users or those acting on your behalf) must follow in connection with any use and access of products and services provided by Blue Prism Limited or any of its Affiliates (collectively, "Blue Prism Products").

Capitalized terms not defined in this AUP will have the same meaning as defined in the applicable agreement with us which references this AUP, such as our Terms of Use for Blue Prism Cloud Services ("Blue Prism Agreement").

1. Your scope of rights to use Blue Prism Products are as granted in the applicable Blue Prism Agreement.
2. You agree to use Blue Prism Products in accordance with all applicable laws, including any applicable privacy and export laws.
3. You agree to take all reasonable precautions against security attacks on your system, on-site hardware, software or services that you use to connect to and/or access the Blue Prism Products, including appropriate measures to prevent viruses, trojan horses or other programs that may damage the Blue Prism Products.
4. You may not use Blue Prism Products in any illegal manner, or in a way which is prohibited by law, governmental order or decree, such as:
    - In violation of child pornography; gambling; piracy; violating copyright, trademark or other intellectual property laws
    - Threatening, stalking, defaming, defrauding, degrading, abusing, victimizing or intimidating anyone for any reason
    - Intending to harm other's or Blue Prism's reputation, including by offering fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi or pyramid schemes, phishing, farming or other deceptive practices
    - Accessing or authorizing anyone to access or use Blue Prism Products from an embargoed country
    - Invading anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as passwords, account information, credit card numbers, addresses, or other contact information without their knowledge and consent
    - Intending to harm or exploit minors in any way, or collecting personally identifiable information of any minor
    - Use Blue Prism Products to transmit, distribute, or deliver any unsolicited bulk or unsolicited commercial e-mail (i.e., spam)
    - Removing, modifying, or tampering with any regulatory or legal notice or link that is incorporated into Blue Prism Products
5. You may not use Blue Prism Products to violate the rights of others.
6. You may not use Blue Prism Products to try to gain unauthorized access to or disrupt any service, device, data, account or network.
7. You may not use Blue Prism Products in a way that could harm them or impair anyone else's use of Blue Prism Products.
8. You may not use Blue Prism Products in any application or situation where failure of the Blue Prism Products could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
9. You agree to report any known or suspected misuse of Blue Prism Products to us, including any breach of violation of the terms of this AUP. If we believe that unauthorized or improper use is being made of Blue Prism Products, we may, without notice and at our sole discretion, without limiting any other remedy available to us, take such action as we consider appropriate, including suspending or terminating your right to use Blue Prism Products.
10. We may amend or update the AUP at our discretion at any time. If we do so, we will notify you and make the updated AUP available to you (such as posting it on-line), and your continued use of Blue Prism Products is deemed your agreement to the updated AUP.

SS&C|Blue Prism Cloud, Next Generation and other hosted services Service Level Agreement

This Service Level Agreement ("**SLA**") applies to our provision of Subscription Services for Blue Prism Cloud Digital Workers and other Blue Prism hosted services. We may update this SLA from time to time. The current version of the SLA is published at http://portal.blueprism.com/agreements.

Exclusions: The Chorus Business Process Management and Document Automation Products have their own Product-specific service level agreements, and this SLA does not apply to them. This SLA does not apply to any prototype, beta, early access or other pre-production release; to any development or other non-production environment; or to any free-of-charge Product.

1. Definitions

Capitalized terms not defined in this SLA shall have the same meaning as in your Agreement. The following defined terms apply in this SLA:

Actual Uptime – The result of the calculation set out in paragraph 2 of this SLA, expressed as a percentage.

Agreement – The agreement under which we agree to provide a Subscription Services Product to you.

Available – The Product is live and, in the case of Blue Prism Cloud Digital Workers, any Digital Worker is able to process automations.

Blue Prism, us, we, our – The SS&C|Blue Prism entity or affiliated entity that is party to the Agreement.

Covered Product – Blue Prism Cloud Digital Workers and any other Subscription Services Products for which it is expressly specified in the relevant Agreement that the provisions of this SLA relating to Service Credits shall apply.

Customer, you, your – The Customer organization that is party to the Agreement with Blue Prism.

Emergency Maintenance – Application of patches or updates or other actions reasonably necessary to resolve a critical issue affecting the Product or to address an urgent security issue.

Relevant Charges – the monthly fees received by Blue Prism for the relevant Covered Product for the month in respect of which a Service Credit is being claimed. Where fees are charged on a basis otherwise than monthly, they shall be pro-rated to the relevant month.

Scheduled Downtime – Any period during which the Product is not Available to allow for planned maintenance. Periods of scheduled maintenance will be notified in advance.

Scheduled Uptime – The total minutes in the relevant month less the total number of minutes of Scheduled Downtime for that month.

Service Credit – a credit against Relevant Charges that is calculated and applied in accordance with this SLA.

Unscheduled Downtime – The total minutes during the relevant month during which the Product is not Available outside of Scheduled Downtime, excluding any period of time during which the Product is not available due to: time reasonably required for Emergency Maintenance; your actions or omissions or those of your Authorized Users; failure of equipment, software or services for which you or a third party (other than our sub-contractor) are responsible, including failure of internet connectivity; or any event of Force Majeure under the Agreement.

2. Availability SLA

We will make commercially reasonable efforts to ensure that Actual Uptime of the Subscription Service for each calendar month is not less than 99.9% of Scheduled Uptime. For the purposes of this SLA, Actual Uptime shall be calculated as follows and expressed as a percentage:

$$\text{Actual Uptime} = \frac{\text{(Scheduled Uptime – Unscheduled Downtime)}}{\text{Scheduled Uptime}}$$

Where we provide you with more than one Subscription Services Product to which this SLA applies, the SLA is calculated separately for each Product.

3. Service Credits

Where Actual Uptime for a Covered Product in a month is less than 99.9% of Scheduled Uptime, you may be entitled to claim a Service Credit. The amount of the Service Credit is calculated as 1% of the Relevant Charges for each half percentage point by which Actual Uptime falls below Scheduled Uptime, up to a maximum Service Credit of 5% of Relevant Charges for the affected month.

Service Credits must be claimed by submitting a request no later than the end of the month following the month in respect of which the Service Credit is being claimed. We will assess any claim made to verify eligibility for a Service Credit and will inform you as soon as reasonably practicable as to whether the claim has been accepted. Service Credits are not available where, at the time the claim is submitted, you have an overdue balance in respect of any fees invoiced by Blue Prism.

We will apply any approved Service Credit against future invoices for the relevant Covered Product. Service Credits are not transferable and no cash refunds will be made in respect of them. You may not set off a Service Credit against any other amount owing to us. Where a Customer has purchased a Covered Product through an authorised Blue Prism reseller, any Service Credit will be applied to the invoice(s) issued by Blue Prism to that reseller and the reseller is responsible for providing onward credit to the Customer.

You acknowledge that the Service Credits set out in this SLA are your sole and exclusive remedy in respect of any failure to achieve the Availability SLA for a Covered Product.

SS&C|Blue Prism Terms of Use Addendum for Subscription Services: Security Addendum

This SS&C|Blue Prism Security Addendum (this "**Security Addendum**") forms part of your Agreement for the Subscription Services named in your Order and contains additional terms applicable to such Subscription Services. Capitalized terms used but not defined in this Security Addendum have the meanings ascribed to them in the Terms of Use Addendum for Subscription Services, General Terms or your Order, as applicable.

1. **Security Program**. We will maintain a comprehensive, commercially reasonable information security program under which we document, implement and maintain the physical, administrative, and technical safeguards reasonably designed and implemented to: (i) comply with laws applicable to our business; and (ii) protect against unauthorized access to, or disclosure of, Customer Data, such unauthorized access or disclosure is referred to as a "**Security Incident**". Such safeguards shall be consistent with industry standard security frameworks.
2. **Policies and Procedures**. We will maintain written information security management policies and procedures (configured in accordance with our security program) reasonably designed and implemented to identify, prevent, detect, contain, and correct violations of measures taken to protect the security of Customer Data. Such policies and procedures will, at a minimum:
   a. assign specific data security responsibilities and accountabilities to specific individual(s);
   b. describe acceptable use of our assets, including computing systems, networks, and messaging;
   c. provide authentication rules for the format, content and usage of passwords for end users, administrators, and systems;
   d. describe logging and monitoring of production environments, including logging and monitoring of physical and logical access to networks and systems that process or store Customer Data;
   e. include an incident response process;
   f. enforce commercially reasonable practices for user authentication;
   g. include a formal risk management program which includes periodic risk assessments; and
   h. provide an adequate framework of controls reasonably designed to safeguard Customer Data.
3. **Access control**. In connection with your use of the Subscription Services, you acknowledge you may connect the Subscription Services to your systems, applications, and software for you to process Customer Data, you are in control of access to Customer Data, and we are only able to access Customer Data if you grant us such access. You may grant us access to Customer Data through your configuration of the Subscription Services. In accordance with such configuration, we may have access to, receive, handle, store, or otherwise process Customer Data. Recommended best practices with respect to configuration of the Subscription Services are as set forth in the Documentation, and if you configure, or request us to make any configuration inconsistent with our recommended best practices, you relieve us of any liability arising out of such configuration. In any event, you shall comply with data minimization principles in deciding whether to grant us access to Customer Data or to provide Customer Data to us, and except for limited personal data such as contact information to enable us to manage your account and to communicate with you, to the fullest extent possible, you shall only provide us with access to technical data or data that is anonymized, pseudonymized, or "dummy data", so it is not feasible for us to reasonably re-identify any actual individuals from such data.
4. **IT Change and Configuration Management**. We shall employ our own reasonable processes, for change management, code inspection, repeatable builds, separation of development and production environments, and testing plans. Code inspections will include a comprehensive process reasonably designed and implemented to identify vulnerabilities and malicious code. In addition, we will ensure that processes are implemented for purposes of vulnerability management, patching, and verification of system security controls prior to their connection to production networks.
5. **Certification Testing**. Following your written request, and no more than per calendar year, we will provide you with a current copy of any relevant security certification(s) and a summary of our periodic pen tests. We will take steps to resolve material vulnerabilities identified by such pen tests. If any patches or updates are required to remediate vulnerabilities, it is your responsibility to implement such patches and updates in a timely manner to prevent vulnerabilities.
6. **Personnel**. All personnel who have access to Customer Data are subject to background checks, confidentiality obligations and receive security and data privacy awareness training appropriate to their job function in accordance with industry standards.
7. **Monitoring and logging**. We will gather and analyze information regarding new and existing threats and vulnerabilities (such as multiple log-in attempts and log-ins from different locations), actual attacks on the Subscription Services, and the effectiveness of existing Subscription Services security controls. We log, and enable you to log within the Subscription Services, access and use of systems processing Customer Data.
8. **Security Incidents**. We will promptly notify you if we confirm any Security Incident within any specific time period required under laws applicable to us. In the event of a Security Incident, we will cooperate with you to investigate such Security Incident, as reasonably required, promptly undertake appropriate remediation measures (as reasonably determined by us in accordance with our policies, procedures and industry standards) with respect to your subscription to the Subscription Services, and we will provide updates to you of such remediation efforts. It is your responsibility to determine how, whether, when to provide notice of a Security Incident in accordance with the laws that are applicable to you.
9. **Encryption**. We have a policy that describes our encryption standards, method and strength used to protect or enable Customer to protect Customer Data (including authentication credentials) within the Subscription Services. Customer Data shall be encrypted consistent with industry standards at rest and while in transit over any public shared network and non-wired network. See the Documentation for further details about the relevant encryption method(s).
10. **Physical and environmental security**. We shall: (i) have measures in place to restrict entry to our offices where Customer Data is processed solely to authorized individuals; and (ii) ensure commercially reasonable practices are in place for infrastructure systems, including fire extinguishing, cooling and back-up power supply.
11. **Data Destruction**. Customer Data is retained as set forth in the Documentation and in accordance with your configuration of the Subscription Services. You may request to delete or destroy Customer Data within the Subscription Services prior to termination or expiration of your subscription to the Subscription Services in accordance with the Agreement. We will inform you if such deletion of Customer Data will impact the performance or functionality of the Subscription Services, and you agree to assume any risk in connection with the deletion or destruction of Customer Data. Any Customer Data remaining in the Subscription Services is deleted ninety (90) days following termination or expiration of your subscription to the Subscription Services.
12. **Term**. This Security Addendum remains in effect for the Term of your Order and automatically terminates thereafter. Our security policies, procedures and program are subject to change at any time in our sole discretion provided that such changes do not materially degrade the controls in comparison with those provided by us at the time we agreed to this Security Addendum.

SS&C Blue Prism – Data Processing Addendum

This data processing addendum ("DPA") shall be incorporated into, and form part of, the agreement between the relevant SS&C entity ("SS&C Blue Prism" or "Blue Prism") and Customer that governs Customer's use of Blue Prism Cloud Subscription Services and/or other hosted services provided by to Customer Blue Prism ("Services"), whether such agreement is concluded online or in a written agreement (the "Agreement"), that are stated to be governed by it, whether as specified at *http://portal.blueprism.com/agreements* or in the Agreement, to the extent applicable under the terms of the Agreement.

Blue Prism and Customer are each a "Party" and collectively the "Parties". Capitalised terms used but not defined in this DPA shall have the meaning given to them in the Agreement. To the extent of any conflict or inconsistency between this DPA and the Agreement, this DPA will prevail. This DPA sets out the terms that apply when Personal Data is Processed by Blue Prism under the Agreement. The purpose of this DPA is to ensure such Processing is conducted in accordance with Applicable Law and respects the rights of individuals whose Personal Data are Processed under the Agreement. This DPA shall only have effect if and to the extent that Applicable Law applies to the Processing of personal data by Blue Prism provided by you in connection with your use of the Services and to the extent necessary to comply with such Applicable Law.

1. Definitions

"Applicable Law" means all privacy laws applicable to personal data Processed under the Agreement, which may, depending on the personal data so processed, include the General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR") and/or the UK Data Protection Act 2018 and UK GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK DP Law"). For the avoidance of doubt, if Blue Prism's Processing activities involving personal data are not within the scope of an Applicable Law, such law is not applicable for purposes of this DPA.

"Data Controller" and "Data Processor" means "controller" and "processor", or the equivalent terms, as defined by Applicable Law.

"EEA" means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, Switzerland and the United Kingdom.

"Existing SCCs" means those issued by the European Commission under the Data Protection Directive 95/46/EC (and, for transfers from Data Controllers to Data Controllers, shall be those approved by decision 2004/915/EC).

"New EU SCCs" means those set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

"Personal Data" means "personal data", or the equivalent term, as defined by Applicable Law, and is limited to the personal data that is Processed by Blue Prism as a Data Processor under the Agreement.

"Personal Data Breach" means an identified breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data that is Processed on behalf of Customer under the Agreement.

"Process" and "Processing" means "process" or "processing, or the equivalent terms, as defined by Applicable Law.

"Standard Contractual Clauses" and "SCCs" means the standard contractual clauses for transfers from Data Controllers to Data Processors, Data Processors to Data Processors and/or Data Controllers to Data Controllers, as applicable, approved by the European Commission, the competent authorities in Switzerland and/or the UK Government as appropriate depending on Applicable Law, as amended or superseded from time to time.

"Subprocessor" means any party engaged by Blue Prism for the Processing of Personal Data in connection with the Services provided under the Agreement, including Blue Prism's Affiliates.

"Third Party Subprocessor" means any party engaged by Blue Prism for the Processing of Personal Data in connection with the Services provided under the Agreement, excluding Blue Prism's Affiliates.

2. Relationship of the Parties

2.1. Compliance with Law. Each Party will comply with the obligations applicable to it under Applicable Law in respect of its role relating to the personal data Processed under the Agreement.

2.2. Account Management and Customer Support. To manage Customer's account (including billing and relationship management) and provide customer support, Blue Prism may need to receive limited personal data to enable Blue Prism to manage Customer's account and to communicate with Customer ("Account Management Information"). In this context, Blue Prism does not wish to receive any personal data from Customer other than Account Management

Information, and Customer agrees not to disclose any such personal data to Blue Prism. If a support issue requires the provision of additional information to Blue Prism, Customer must anonymize, redact or otherwise alter the information such that it does not contain personal data ("Cleansed Information"). In the event that Customer provides Blue Prism with personal data in breach of this Clause 2.2, Blue Prism shall be entitled to delete it and cease providing support in respect of the support issue in question until Cleansed Information is provided to Blue Prism.

2.3. Data Processor. Other than in respect of Account Management Information, Customer is the (or, if it is not, represents that it is acting with full authority on behalf of each relevant) Data Controller, and appoints Blue Prism as a Data Processor with respect to Personal Data Processed under the Agreement for the purpose of enabling the delivery of the Services. To the extent that Customer is a Data Processor in respect of such Personal Data, Customer appoints Blue Prism as Customer's subprocessor, which shall not change the obligations of either Customer or Blue Prism under this DPA or the Agreement. Customer is responsible for providing any required notices and obtaining any required consents in relation to the Personal Data Processed under the Agreement.

3. Customer's Instructions to Blue Prism

3.1. Purpose. Blue Prism will not Process Personal Data other than for the purpose of delivering the Services under the Agreement, unless otherwise obligated to do so by Applicable Law. Further details regarding Blue Prism's Processing are set out in Annex A.

3.2. Lawful Instructions. Customer will not instruct Blue Prism to Process Personal Data in violation of Applicable Law. Blue Prism will not, and has no obligation to, monitor the compliance of Customer's use of the Services with Applicable Law, though Blue Prism will inform Customer if, in Blue Prism's opinion, an instruction from Customer infringes Applicable Law. Blue Prism will only Process Personal Data on behalf of Customer in accordance with the documented instructions of Customer. The Agreement and this DPA, along with Customer's configuration of the Services (as Customer may be able to modify from time to time) and any features applicable to Customer's then-current version of the Services, constitute Customer's complete and final instructions to Blue Prism regarding the Processing of Personal Data, including for purposes of the Standard Contractual Clauses.

4. Subprocessing

4.1. Subprocessors. Customer provides Blue Prism with general authorisation to use Blue Prism's Affiliates and Third Party Subprocessors to Process Personal Data (under this DPA as well as under the Standard Contractual Clauses, if they apply) in order to provide the Services. A list of Blue Prism's Subprocessors can be found at *http://portal.blueprism.com/agreements* alongside the documentation applicable to the relevant Services. If Blue Prism engages a new Third Party Subprocessor to Process Personal Data, Blue Prism will update the list before permitting access to the Personal Data. To the extent that Customer is a Data Processor in respect of such Personal Data, Customer shall inform the Data Controller in writing of any changes to the list. Blue Prism will impose contractual obligations on each Subprocessor substantively equivalent to those imposed on Blue Prism under this DPA. Blue Prism remains liable for its Subprocessors' performance in respect of the Processing of Personal Data under this DPA to the same extent Blue Prism is liable for its own performance. Any subprocessor agreements to be provided under the Standard Contractual Clauses or otherwise may have all commercial information, and other provisions unrelated to the Standard Contractual Clauses, redacted prior to sharing with Customer, and Customer agrees that such copies will be treated confidentially and provided only following a reasonable written request.

4.2. Right to Object. Customer may object to Blue Prism's use of a new Subprocessor by notifying Blue Prism by email to privacy@blueprism.com, within ten (10) business days of the relevant update to the list referred to in Section 4.1. In its notification, Customer shall explain its reasonable grounds for objection. In the event Customer reasonably objects to a new Subprocessor, Blue Prism will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by such new Subprocessor without unreasonably burdening Customer. If the Parties are unable to make such change within a reasonable period of time, which shall not exceed sixty (60) days, either Party may terminate the applicable Services in accordance with the terms of the Agreement, but only with respect to those specific aspects of the Services which cannot be provided by Blue Prism without the use of the objected-to new Subprocessor, by providing written notice to the other Party.

4.3. Emergency Replacement. Blue Prism may replace a Subprocessor if the need for the change is urgent and necessary to provide the Services. In such instance, Blue Prism shall notify Customer of the replacement as soon as reasonably practicable, and Customer may object to the replacement Subprocessor pursuant to Section 4.2 above.

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5. Security Assistance & Cooperation

5.1. Security. Blue Prism will provide reasonable assistance to Customer regarding Customer's compliance with its security obligations under Applicable Law to the extent applicable to Blue Prism's role in Processing Personal Data under the Agreement, taking into account the nature of Processing and the information available to Blue Prism, by implementing appropriate technical and organisational measures, but without prejudice to Blue Prism's right to make future replacements or updates to such measures that do not lower the overall level of protection afforded to Personal Data. Blue Prism will ensure that the persons Blue Prism authorises to Process the Personal Data are subject to confidentiality obligations.

5.2. Personal Data Breach Notification & Response. If Blue Prism becomes aware of a Personal Data Breach, Blue Prism will inform Customer without undue delay and within any specific time period required under Applicable Law by email to Customer. Any such notification is not an acknowledgement of fault or responsibility. To the extent available, this notification will include Blue Prism's then-current assessment of the following, which may be based on incomplete information:

5.2.1. the nature of the Personal Data Breach, including, if known, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;

5.2.2. the likely consequences of the Personal Data Breach; and

5.2.3. measures taken or proposed to be taken by Blue Prism to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.

To the extent that it is not possible to provide the above information at the same time, Blue Prism may provide the information in phases without undue further delay. Blue Prism will not assess the contents of Personal Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with legal requirements for incident notification applicable to Customer and fulfilling any third-party notification obligations applicable to it related to any Personal Data Breach. Nothing in this DPA or in the Standard Contractual Clauses shall be construed to require Blue Prism to violate, or delay compliance with, any legal obligation it may have with respect to a Personal Data Breach or other security incidents generally.

6. Responding to Individuals Exercising Their Rights Under Applicable Law

To the extent legally permitted, Blue Prism shall promptly notify Customer if Blue Prism receives any requests from an individual seeking to exercise any rights afforded to them under Applicable Law regarding their Personal Data, which may include: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to a solely automated decision with a significant effect (each, a "Data Subject Request"). To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Blue Prism shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Blue Prism is legally permitted to do so and the response to such Data Subject Request is required under Applicable Law. To the extent legally permitted, Customer shall be responsible for any costs incurred by Blue Prism arising from Blue Prism's provision of such assistance, including any associated fees.

7. DPIAs and Consultation with Supervisory Authorities or other Regulatory Authorities

Taking into account the nature of the Processing and the information available to Blue Prism, Blue Prism will provide reasonable assistance to and cooperation with Customer for Customer's performance of any legally required data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Blue Prism, and in consultation with supervisory authorities or other regulatory authorities as required, by providing Customer with any publicly available documentation for the Services or by complying with the Audits section below. Additional support for data protection impact assessments or relations with regulators may be available and would require mutual agreement on fees, the scope of Blue Prism's involvement, and any other terms that the Parties deem appropriate.

8. Data Transfers

8.1. Customer authorises Blue Prism and its Subprocessors to make international transfers of Personal Data in accordance with this DPA where permitted under Applicable Law.

8.2. For transfers of personal data under this DPA from the EEA to countries which do not ensure an adequate level of data protection within the meaning of Applicable Law, to the extent such transfers are subject to such Applicable Law, such transfers may be made under an applicable adequacy decision or approved binding corporate rules or, where one of the foregoing is not in place, the relevant Standard Contractual Clauses shall apply to such transfers.

8.3. Where the Standard Contractual Clauses apply in accordance with Clause 8.2:

8.3.1. for transfers of personal data to Blue Prism they will be deemed completed as set out in Annex A below. If the Agreement is dated 27 September 2021 or later, the relevant SCCs are the New EU SCCs. Unless otherwise agreed with Customer, if the Agreement is dated prior to 27 September 2021, the relevant SCCs are: (i) for personal data subject to the GDPR, the Existing SCCs until 27 December 2022, and the New EU SCCs from 27 December 2022; and (ii) for

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personal data subject to the UK GDPR, the Existing SCCs or, with effect from the date that the Existing SCCs are disapplied by the UK Government, the New EU SCCs.

8.3.2. for transfers of Personal Data by Blue Prism to Subprocessors under this DPA, Blue Prism shall enter into relevant Standard Contractual Clauses with such Subprocessors. Where these are the Existing SCCs for transfers from Data Controllers to Data Processors, upon written request from Customer, Blue Prism shall exercise its rights under such Standard Contractual Clauses on behalf of Customer.

By entering into the Agreement, the Parties agree that they are entering into, and are deemed to be signing, the Standard Contractual Clauses and its applicable Annexes and Appendices and where provisions in this DPA address the same subject matter as the Standard Contractual Clauses, the provisions in this DPA are clarifications with respect to the application of the Standard Contractual Clauses.

9. Audits

Blue Prism shall allow for and contribute to audits, including inspections, conducted by Customer (or another auditor nominated by Customer, and whose identity is acceptable to Blue Prism, acting reasonably) in relation to Processing of Personal Data under this DPA, subject to the following conditions: for so long as the Agreement remains in effect and at Customer's sole expense, Customer may request that Blue Prism provide it with documentation, data, and records ("Records") no more than once annually relating to Blue Prism's compliance with this DPA (an "Audit"). To the extent Customer uses a third-party representative to conduct the Audit, Customer shall first ensure that such third party representative is bound by obligations of confidentiality no less protective than those contained in this Agreement. Customer shall provide Blue Prism with not less than thirty (30) days prior written notice of its intention to conduct an Audit. Customer shall conduct its Audit in a manner that will result in minimal disruption to Blue Prism's business operations and shall not be entitled to receive data or information of other customers of Blue Prism, nor any Confidential Information of Blue Prism or its Affiliates that is not directly relevant for the specific purposes of the Audit. If any material non-compliance is identified by an Audit, Blue Prism shall take prompt action to correct such non-compliance. For the avoidance of doubt, this provision does not grant Customer any right to conduct an on-site audit of any Blue Prism premises or an audit of any Blue Prism systems. Customer shall reimburse Blue Prism for any time expended for an Audit at Blue Prism's then-current rates, which will be made available to Customer upon request prior to any Audit.

10. Deletion of Personal Data

Blue Prism may delete all Personal Data Processed for the purpose of delivering the Services following the expiry of 90 days from termination of the Agreement. Upon written request from Customer's authorised representative (which for purposes of this section is any Customer employee that has certified in writing that they are authorised to make such decisions on behalf of Customer), Blue Prism shall delete all Personal Data in accordance with the requirements under Applicable Law. Notwithstanding the foregoing, and provided that such retention of the relevant Personal Data is permitted under Applicable Law, this provision will not require Blue Prism to delete Personal Data from archival and back-up files or to delete Personal Data it is legally required to retain.

11. Liability

The liability of each Party and each of its Affiliates, taken together and in the aggregate, under or pursuant to this DPA and any other data processing agreements entered into between Blue Prism and its Affiliates on the one hand, and Customer and its Affiliates on the other hand, shall be subject to the provisions of the Agreement relating to liability.

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Annex A

Details of Processing

Category of information	Required by	Details
Data exporter and activities relevant to the personal data transferred under the Standard Contractual Clauses	Appendix 1 Existing SCCs controller-to-processor / Annex B Existing SCCs controller to controller / Annex I.A New EU SCCs	Customer, a user of the Services, where the Agreement is with SS&C Technologies, Inc. Customer's contact information is set out in the Agreement. Role (controller/processor): • Customer may be a Data Controller or a Data Processor for Personal Data. Where Customer is not a Data Controller, Customer is the exporter acting on behalf of each relevant Data Controller. • Customer is a Data Controller for Account Management Information.
Data importer and activities relevant to the personal data transferred under the Standard Contractual Clauses	SCCs Appendix 1 / Annex B / Annex I.A	SS&C Technologies, Inc., the provider of the Services where it is party to the Agreement with Customer. Blue Prism's contact information is set out in the Agreement and data protection contact point is *privacy@blueprism.com*. Role (controller/processor): • Blue Prism is a Data Processor or subprocessor for Personal Data. • Blue Prism is a separate Data Controller for Account Management Information. Where the Existing SCCs controller to controller apply, the data importer shall process personal data in accordance with the data processing principles in Annex A to such SCCs.
Data subjects	SCCs Appendix 1/Annex B/Annex I.B New EU SCCs and Article 28(3) GDPR / UK GDPR	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • Depending on Customer's usage of the Services, this could include any Personal Data that Customer elects, at its sole discretion, to have Processed as part of the Services. This could include Personal Data in respect of the Customer/Data Controller's personnel, as well as individuals in other categories, such as the Customer/Data Controller's prospects, customers, service providers, business partners, collaborators, affiliates, members of the public and others. Personal data transferred on a controller-to-controller basis (Account Management Information): • Relates to the Customer's personnel, as well as other Customer representatives communicating with Blue Prism in connection with the Services.
Categories of Personal Data	SCCs Appendix 1/Annex B/Annex I.B and Article 28(3) GDPR / UK GDPR	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • The Services do not impose a technical restriction on the categories of Personal Data Customer may provide or introduce for Processing as part of its use of the Services, which utilise technologies made available to Customer under the Agreement. The Personal Data Processed by Blue Prism is thus determined by Customer's use of the Services, and may include a variety of data depending on such use, including name, email address, telephone number, title, and other categories of Personal Data provided or introduced for Processing by Customer. Personal data transferred on a controller-to-controller basis (Account Management Information): • Business contact details (e.g. name, email address, job information, organisation, phone number and address), customer relationship management information and related correspondence and content.
Special categories of data (if appropriate)	SCCs Appendix 1 / Annex B / Annex I.B	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • The Service does not impose a technical restriction on the categories of Personal Data Customer may provide. Personal data transferred on a controller-to-controller basis (Account Management Information): • N/A
The frequency of the transfer	SCCs Annex I.B	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • As part of the Services the Data Importer may Process Personal Data on a one-off or a continuous basis. Customer has control over its use of the Services and, where applicable, the configuration of the platform. Personal data transferred on a controller-to-controller basis (Account Management Information): • Transferred on an ad hoc basis.
Processing operations	SCCs Appendix 1	Blue Prism's provision of the Services to Customer as further described in the Agreement. This involves Processing Personal Data as part of, and in connection with, Customer's use of the Services and, where appliable, the configuration of the platform.
Description of the technical and organisational security measures	Appendix 2 Existing SCCs controller-to-processor / Annex II New EU SCCs	Description of the technical and organisational security measures implemented by the data importer can be found in the Agreement between the Parties and the technical documents referred to therein.
Subject matter, nature and purpose of the processing	SCCs Annex B / Annex I.B, Article 28(3) GDPR / UK GDPR	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • The subject matter, nature and purpose of the Processing are Blue Prism's provision of the Services to Customer as further described in the Agreement. Blue Prism will Process Personal Data for the purpose of enabling the delivery of the Services. This involves Processing Personal Data as part of, and in connection with, Customer's use of the Services and, where appliable, the configuration of the platform.. Personal data transferred on a controller-to-controller basis (Account Management Information): • Blue Prism will Process Account Management Information for the purposes set out in our Privacy Policy.
Duration of the processing and retention period	SCCs Annex I.B and Article 28(3) GDPR / UK GDPR	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • The duration of the Processing will be for the duration of the Services and until all Personal Data has been deleted following cessation of the Services in accordance with the Agreement. If a Customer uses the Services to process Personal Data, where such Services include functionality to enable the Customer to periodically delete the Personal Data, such Personal Data will be processed until it is deleted in accordance with Customer's use and/or configuration of the Services. For example,

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		for Blue Prism Cloud, if a Customer configures a platform component to collect Personal Data as part of an automation, the collected data is saved in the Digital Worker's memory until it is purged in accordance with the Customer's configuration of the automation. Customers can configure automations so that any Personal Data is only held in the Digital Worker's memory temporarily to perform the automation, and design the automation to automatically remove the Personal Data as part of automation development when data is no longer required. Personal data transferred on a controller-to-controller basis (Account Management Information): • Blue Prism's criteria used to determine the period for which Account Management Information is retained is described in our Privacy Policy.
(Sub-) Processors and recipients	SCCs Annex B / Annex I.B	Personal Data (if any) transferred on a controller-to-processor or a processor-to-processor basis: • A list of Blue Prism's (sub)processors that may Process Personal Data for the duration of and in accordance with the Agreement can be found at *http://portal.blueprism.com/agreements*. Where applicable, the parties select clause 9(a) Option 2 (general written authorisation) of the New EU SCCs as described in Clause 4 of the DPA. Personal data transferred on a controller-to-controller basis (Account Management Information): • The recipients of Account Management Information are set out in our Privacy Policy.
Data Controller's obligations and rights	Article 28(3) GDPR / UK GDPR	As set in the Agreement and the DPA, including use of the Services in compliance with Applicable Laws.
Competent supervisory authorities	New EU SCCs clause 13 (Supervision) and Annex I.C	For UK GDPR covered personal data, the competent supervisory authority is the Information Commissioner's Office. For GDPR covered personal data, the competent supervisory authority is (as applicable): 1. if applicable, the supervisory authority of the EU Member State in which the data exporter has appointed a representative pursuant to Article 27(1) of the GDPR ("EU representative") as specified in the data exporter's publicly available privacy policy; 2. if applicable, and 1. does not apply, the supervisory authority notified by the data exporter in accordance with clause 13 of the New EU SCCs in an email to *privacy@blueprism.com*; or 3. if neither 1. nor 2. applies, the Data Protection Commission in Ireland.
Governing law and jurisdiction	Existing SCCs controller-to-processor clause 9 / Existing SCCs controller to controller clause IV / New EU SCCs clauses 17 and 18	For UK GDPR covered personal data, the Standard Contractual Clauses will be governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts. For GDPR covered personal data, the Standard Contractual Clauses will be governed by laws of the Republic of Ireland and the parties hereby accept the jurisdiction of the Irish courts.
Clarifications	Standard Contractual Clauses	The footnotes to the SCCs do not form part of the DPA. Where the Standard Contractual Clauses are used to transfer personal data subject to the UK GDPR, references to "Union", "EU" and "EU Member State" are replaced with "UK" and references to EU law are replaced with the equivalent reference to UK DP Law.

The information in this Annex may be updated by Blue Prism from time to time to reflect changes in processing activities and/or the Standard Contractual Clauses. If you would like to request any updates, please email privacy@blueprism.com.

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SS&C Blue Prism Next Generation (“Next Gen”) and WorkHQ third parties

Third party processors, subprocessors and subcontractors

Personal data and support services

In connection with its provision of services, Blue Prism Limited and SS&C Technologies, Inc. (“SS&C Blue Prism” or “Blue Prism”) and their respective affiliates may engage third parties to process customer data, including personal data.

In relation to support services, Blue Prism only wants to receive, and is a controller for, basic personal data (i.e. contact details and information about a person’s role) in order to communicate with people requesting support (in the DPA we define this basic personal data as “Account Management Information”). We ask our customers not to share any other personal data with us.

If customers do need to share additional information with us to resolve a support issue, customers are required to alter it so as to remove any personal data before sharing the additional information (in the DPA we define this altered information as “Cleansed Information”).

Save in respect of Account Management Information and analytics, for which it is a controller, Blue Prism is a processor for personal data processed in connection with its provision of services and, in such circumstances, the entities listed below may be subprocessors for that personal data.

Technology providers

The third parties included in the table below are relevant to the Services.

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
AuthZed	United States	United States	United States, Germany, Japan	Cloud hosted authorisation service.

AWS	United States	United States	Selected by Customer	Cloud hosting for cloud services
MongoDB	United States	United States	Selected by Customer	Cloud hosted non-relational database service.
PagerDuty	United States	United States	United States	Status reporting on the services. No personal data other than Account Management Information for which we are a controller.

The following technology providers are used in relation to the provision of customer support services.

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
AWS	United Kingdom	United States	Selected by Customer	AWS support services provider.
Freshworks	United States	United States	Germany	Provider of customer support helpdesk system.

Affiliates

Affiliates of Blue Prism from time to time, including those listed below, may be involved in the provision of customer support services, platform set up and management services, professional services and incident response services.

Entity	Entity Country
Blue Prism Limited	United Kingdom
Blue Prism Pty. Ltd	Australia
Blue Prism K.K.	Japan

SS&C Technologies, Inc.	United States
For Automation Managed Service delivery, Blue Prism India Pvt Ltd	India

Providers of consultancy services

From time to time, depending on the nature of the services being provided to you, Blue Prism may use service providers to support delivery of such services (for example, by sourcing individuals with appropriate skills to work as part of the Blue Prism project team). Information about any relevant service providers will be included in the relevant statement of work.

Updates

Blue Prism may, from time to time, decide to work with new third party processors/subprocessors/subcontractors, and will update the above accordingly.

SS&C Blue Prism WorkHQ Hosted Digital Workers third parties



BluePrism
Community Team

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Personal data and support services

In connection with its provision of services, Blue Prism Limited and SS&C Technologies, Inc. ("SS&C Blue Prism" or "Blue Prism") and their respective affiliates may engage third parties to process customer data, including personal data.

In relation to support services, Blue Prism only wants to receive, and is a controller for, basic personal data (i.e. contact details and information about a person's role) in order to communicate with people requesting support (in the DPA we define this basic personal data as "Account Management Information"). We ask our customers not to share any other personal data with us.

If customers do need to share additional information with us to resolve a support issue, customers are required to alter it so as to remove any personal data before sharing the additional information (in the DPA we define this altered information as "Cleansed Information").

Save in respect of Account Management Information and analytics, for which it is a controller, Blue Prism is a processor for personal data processed in connection with its provision of services and, in such circumstances, the entities listed below may be subprocessors for that personal data.

Technology providers

The third parties included in the table below are relevant to the Services.

Feedback

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
AuthZed	United States	United States	United States, Germany, Japan	Cloud hosted authorisation service.
AWS	United States	United States	Selected by Customer: United States, United Kingdom, Germany	Cloud hosting for cloud services
Microsoft (Azure)	United States	United States	Selected by Customer	Cloud hosted authorisation service. Cloud hosting for customer subscription (Digital Workers, management VM, networking, Key Vault)
MongoDB	United States	United States	Selected by Customer	Cloud hosted non-relational database service.
PagerDuty	United States	United States	United States	Status reporting on the services. No personal data other than Account Management Information for which we are a controller.

Feedback

The following technology providers are used in relation to the provision of customer support services.

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
AWS	United Kingdom	United States	Selected by Customer	AWS support services provider and cloud hosting.
Freshworks	United States	United States	Germany	Provider of customer support helpdesk system.
Microsoft	United States	United States	Selected by Customer	Microsoft support services provider.

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
ServiceNow	United States	United States	United States	Provider of customer support helpdesk system.

Affiliates

Affiliates of Blue Prism from time to time, including those listed below, may be involved in the provision of customer support services, platform set up and management services, professional services and incident response services.

Entity	Entity Country
Blue Prism Limited	United Kingdom
Blue Prism Pty. Ltd	Australia
Blue Prism K.K.	Japan
SS&C Technologies, Inc.	United States
For Automation Managed Service delivery, Blue Prism India Pvt Ltd	India

Providers of consultancy services

From time to time, depending on the nature of the services being provided to you, Blue Prism may use service providers to support delivery of such services (for example, by sourcing individuals with appropriate skills to work as part of the Blue Prism project team). Information about any relevant service providers will be included in the relevant statement of work.

Updates

Blue Prism may, from time to time, decide to work with new third party processors/subprocessors/subcontractors, and will update the above accordingly.

Feedback

API Terms of Use

We (Blue Prism Software, Inc. if you are in the Americas or Blue Prism Limited if you are in any other jurisdiction) provide the APIs to you subject to these API Terms of Use (the "**Terms**"). By accessing or using the APIs you agree to be bound by these Terms. If you are accepting these Terms on behalf of a company or other entity, you represent and warrant that you have the authority to bind that entity to these Terms. If you do not have such authority, or if you do not agree to these Terms, you may not use the APIs.

1. **API License.**
   1.1. Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to (a) use the APIs to develop, test, operate, modify or support a software application, website, or product or service (an "**Application**"), (b) to distribute or allow access to your integration of the APIs within your Application to end users of your Application, and (c) to display any data or content accessed via the APIs (the "**Content**") within your application.
2. **Use of APIs.**
   2.1. You may not use the APIs in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, or in any manner inconsistent with these Terms.
   2.2. You may not use the APIs in a manner that accesses or uses any information beyond what we allow under these Terms, that breaks or circumvents any of our technical, administrative, process or security measures, that disrupts or degrades the performance of the APIs or that tests the vulnerability of our systems or networks.
   2.3. You may not use the APIs to transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.
   2.4. You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the APIs.
   2.5. You may not use the APIs to replicate or compete with core products or services offered by us.
   2.6. You may not distribute, sell, rent, lease, sublicense, redistribute or syndicate access to the APIs.
   2.7. You will not attempt to exceed or circumvent any limitations on access, calls and use of the APIs which we may make you aware of, or otherwise use the APIs in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply with these Terms.
3. **Content.**
   3.1. You may only capture, copy or store any Content or any information expressed by the Content (such as hashed data) to the extent permitted by these Terms.
   3.2. You must store all Content in a manner which enables you to identify, segregate, and selectively delete such content. The Content must not be stored in a data repository that would enable any third party access.
   3.3. If you provide your Application to end users you must immediately delete all Content from a user upon request by that user when the user uninstalls your Application or otherwise terminates their relationship with you.
   3.4. You must immediately delete all Content if we terminate your use of the APIs for breach of these Terms, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.
4. **Your User Agreement.**
   4.1. If you provide your Application to end users this must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified where your users download or access your Application. Your privacy policy must meet applicable legal standards and accurately disclose the collection, use, storage, and sharing of data, and must be at least as stringent and user-friendly as ours.
   4.2. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact users.
5. **Mark Usage.**
   5.1. Without prejudice to any separate agreements there may be between us, no permission is granted to you by us under these Terms to display our trade names, trade marks, service marks, logos and domain names (our "**Marks**") or otherwise claim or assert that your Application or use of our APIs is endorsed or approved by us.
6. **Ownership.**
   6.1. We retain ownership of and all rights, title, and interest, including all intellectual property rights, in and to, (a) the APIs and all elements and components thereof, and (b) the Marks.
   6.2. Any test results, suggestions, comments, improvements or other feedback relating to the APIs or the Content is and shall be owned by us.
   6.3. Without prejudice to any separate agreements there may be between us except for the express licenses granted under these Terms, neither of us grants any right, title or interest (including any implied license) in or to any property of the other party under these Terms. All rights not expressly granted in these Terms are withheld.
7. **Term and Termination.**
   7.1. These Terms will go into effect on the date upon which you agree to them, by accessing or using the APIs, and will continue until terminated as set forth below.
   7.2. You may terminate these Terms by discontinuing use of our APIs.
   7.3. We may change, suspend or discontinue the APIs and these Terms and suspend or terminate your use of the APIs and these Terms at any time and for any reason, without notice.
   7.4. Upon termination of these Terms (a) all rights and licenses granted to you will terminate immediately, (b) you will promptly destroy any of our confidential information in your possession or control, (c) you will permanently delete all Content and other information belonging to us that you stored pursuant to your use of the APIs, and we may request that you certify in writing your compliance with this section.
   7.5. When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Sections 3, 7,8, 9, 10, and 11.
8. **Disclaimer of Warranties.**
   8.1. WE PROVIDE THE APIS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AVAILABILITY, AND/OR NON-INFRINGEMENT.
   8.2. WE DO NOT WARRANT THAT THE APIS WLL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, AND WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APIS.
9. **Liability and Indemnity.**
   9.1. WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA HOWEVER CAUSED AND WHETHER THE LOSS ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY OR OTHERWISE.
   9.2. SUBJECT TO SECTION 9.1, OUR MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS ($100).
   9.3. You will defend, hold harmless, and indemnify us and our affiliates (and our and their respective employees, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable legal fees, to the extent resulting from, alleged to have resulted from, or in connection

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with the use of your Application, your use of the APIs, the Content, our Marks or a violation of these Terms.

10. **Governing Law.**
    10.1. If you are located in the Americas, these Terms shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law thereof. You hereby accept the exclusive jurisdiction of the courts located in New York, New York.
    10.2. If you are located outside of the Americas, these Terms shall be governed by and construed and interpreted in accordance with English law. You hereby accept the exclusive jurisdiction of the English courts. Nothing in these Terms shall confer any right or benefit upon any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
11. **General.**
    11.1. If any provision of these Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision. If a term cannot be so modified, it will be severed and the remaining provisions of these Terms will not be affected in any way.
    11.2. These Terms, including any documents incorporated into these Terms by reference, constitute the entire agreement between you and us regarding the subject matter of these Terms and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms.
    11.3. You may not, without our prior written consent, assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you.
    11.4. No support is available for the APIs unless you are separately contracted to support for Blue Prism digital workers; in that case, you are entitled to support for the APIs at your contracted level.
    11.5. We may notify you via postings on our website or via the email address associated with your Blue Prism account. We accept service of process at the following address: Blue Prism (Attention: Legal Department), 2 Cinnamon Park, Crab Lane, Warrington, WA2 0XP, UK. Any notices that you provide without compliance with this Section will have no legal effect.
    11.6. Nothing in these Terms will be construed as creating a partnership or joint venture of any kind between you and us and neither of us will have the authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.

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SS&C Technologies, Inc. Generative Artificial Intelligence Capabilities Rider

This SS&C Technologies, Inc. Generative Artificial Intelligence Capabilities Rider (this "**Rider**") is entered into between You and SS&C Technologies, Inc. ("**SS&C**") effective as of the date of later signature below. References to SS&C shall include SS&C's affiliates as appropriate.

SS&C makes available certain Generative AI Capabilities (defined below) in conjunction with separately licensed underlying software and/or services provided by SS&C. You have previously agreed or are contemporaneously agreeing the legal terms governing the underlying software and/or services (the "**Agreement**"). This Rider is expressly made a part of the Agreement as additional terms governing Your use of any Generative AI Capabilities (defined below).

1. Additional Definitions

1.1. **"**Customer Content**"** means Input and Output.

1.2. **"**Generative AI**"** refers to a subset of artificial intelligence products or services capable of generating novel content, such as text, images, audio, video, code, or other data in response to Input. Generative AI often leverages Large Language Models.

1.3. "Generative AI Capability(-ies)**"** refers to a product capability SS&C makes available as an add-on to an Underlying Offer that connects You to Generative AI, including Large Language Models.

1.4. **"**Input**"** means specific queries, content or information You enter or import to a Generative AI Capability for transmission to a Large Language Model, including but not limited to user prompts containing audio, video, text, code, other data, or a combination of the foregoing. Input excludes the SS&C Context.

1.5. **"**Large Language Model**"** refers to a third-party provider foundation model trained on extensive amounts of data gathered by its provider. Large Language Models, whether hosted by SS&C or by the provider, are licensed to You directly by their respective providers on the relevant Provider Terms.

1.6. "Machine Learning" refers to statistical and algorithmic methods that learn patterns from data for tasks such as anomaly detection, decision trees, data clustering, and other predictive analytics. Machine Learning models use that training to improve performance of specific tasks like making predictions, classifying objects, or making decisions.

1.7. **"**Output**"** means the results generated by the Large Language Model in response to Your Input and the SS&C Context, which results are returned to You through the Generative AI FCapabilities. Output may include but is not limited to audio, video, text, code, other data, or a combination of the foregoing. Output excludes the SS&C Context.

1.8. **"**Provider Terms" refers to the governing legal terms for a Large Language Model, made publicly available by the provider of the Large Language Model, or to terms You have separately negotiated or accepted with that provider governing Your use of the relevant Large Language Model, as applicable.

1.9. **"**SS&C Context**"** means additional information (a) provided by SS&C to the Large Language Model along with Your Input to tailor the Input, or (b) used by the Generative AI Capability to refine the Output. The SS&C Context includes but is not limited to instructions on how to process Input, system prompts, SS&C-generated information stored in a Retrieval-Augmented Generation system ("RAG System"), and information retrieved from a RAG System.

1.10. **"**Underlying Offer**"** means the SS&C software or service offer that is introducing the relevant Generative AI Capability.

2. Application of Rider; Order of Precedence

2.1. Add-On**.** SS&C makes each Generative AI Capability available as an add-on to an Underlying Offer.

2.2. Underlying Offer. You and SS&C have previously agreed or are contemporaneously agreeing to legal terms governing the relevant Underlying Offer. Your use (and Your Authorized Users' use) of and access to the Generative AI Capabilities is governed by the terms for the Underlying Offer as supplemented by this Rider.

2.3. Order of Precedence. If and only to the extent that the terms of this Rider conflict with the terms of the Underlying Offer, then the terms of this Rider shall prevail solely in respect of Your use of the Generative AI Capability(-ies).

3. Your Use of Generative AI Capability(-ies) and Large Language Model(s)

3.1. Connection to Large Language Model(s). SS&C's Generative AI Features connect You to one or more Large Language Models. This Rider governs Your use of the Generative AI Capability, but this Rider does not govern Your use of any Large Language Model.

3.2. Provider Terms. Your use of a Large Language Model, including one accessed through a Generative AI Capability, is governed by the Provider Terms. You represent and warrant that You accept and shall comply with the governing terms for the relevant Large Language Model when using it with a Generative AI Capability.

3.3. Fair Usage. The product documentation for the relevant Generative AI Capability or the Underlying Offer may contain fair usage capacity constraints. You acknowledges that usage beyond the stated limits may result (a) in the throttling, suspension, or termination of Your access to the Generative AI Capabilities or (b) in additional fees.

3.4. Indemnification of SS&C. You agree to defend each of SS&C, its affiliates, and their respective employees, officers and agents (each, an "SS&C Associate" and together, the "SS&C Associates") against any and all claims and/or proceedings brought or threatened by any person, and You shall indemnify each such SS&C Associate against any loss, damage, or expense (including legal fees and costs) suffered or incurred, arising from Your use (or Your Authorized Users' use) of the Generative AI Capability(ies), the Large Language Model(s), or Your breach (or Your Authorized Users' breach) of this Agreement, including without limitation Your noncompliance with

the governing terms for any Large Language Model. You shall pay legal costs and expense incurred by the SS&C Associates in defending or responding to any such claim on a quarterly basis prior to the final disposition of such matter provided that the indemnified party undertakes to repay such amount if it shall be determined that such indemnified party is not entitled to be indemnified**.**

4. Input.

4.1. Ownership**.** Solely as between the Parties and subject to SS&C's rights to use Inputs in the performance of its obligations under the Agreement or otherwise as described in the Agreement, You retain any intellectual property ownership rights You may have to the Input.

4.2. Quality**.** You are solely responsible for, and SS&C has no liability with respect to the accuracy and quality of Your Inputs, and for ensuring that Your Input is not structured to result in Output which infringes third party rights or otherwise violates this Rider.

4.3. Rights to Use Input. You represent and warrant that You have the right to use any content, materials or data that comprise Your Input, and You shall comply with any applicable governing terms when using them with the Generative AI Capabilities. You are strictly responsible for ensuring Your Inputs comply with applicable laws, third party confidentiality, intellectual property, privacy, or data protection rights, and the terms of any Large Language Model.

5. Output.

5.1. Ownership. Solely as between the parties and subject to SS&C's right to transmit and use the Outputs in the performance of its obligations under the Agreement or otherwise as described in the Agreement, You retain any intellectual property ownership rights You may have to the Output generated.

5.2. Quality. Output may be inaccurate, misleading, or unsuitable for Your use case. You are solely responsible for, and SS&C has no liability with respect to validating the accuracy and suitability of Your Output, and for any decision, action or omission of action You undertake based on the Output.

5.3. Third Party Rights**.** You acknowledge that Your Output is dependent on the quality of Your Input, and that Output may infringe third party intellectual property, confidentiality, privacy, or data protection rights.

5.4. Similar Output. Other users may submit similar inputs to the Generative AI Capabilities or a Large Language Model, which submission could result in identical or similar outputs ("Similar Outputs"). You acknowledge that any such similarity, whether or not such submission occurs through a Generative AI Capability, is a possibility, and that You have no right, title or interest in or to the Similar Outputs.

5.5. Disclaimer. **SS&C makes no warranty regarding the accuracy, completeness or fitness for purpose of Your Output. SS&C does not represent or warrant that (a) any Output does not incorporate or reflect third-party content or materials or (b) any Output shall not infringe or misappropriate third-party intellectual property rights, and Output is excluded from any indemnification that SS&C may provide to You under the Agreement. SS&C makes no representation or warranty regarding Your ability to protect Output by copyright or other intellectual property rights. Any other warranty disclaimers in the Agreement for the Underlying Offer also apply to the Generative AI Capabilities.**

5.6. Monitoring. SS&C has the right to monitor Your use of the Generative AI Capabilities to verify Your compliance with the Agreement, at SS&C's sole discretion, without limiting any other remedy available to SS&C, and to take such action as SS&C considers appropriate, including throttling, suspending or terminating Your right to use a given Generative AI Capability or reporting any such violation to appropriate authorities. If SS&C hosts, runs and manages the Generative AI Capability on Your behalf, SS&C may screen for and block Output that may violate applicable law or regulation, the rights of a third party, or the Agreement, before Output is provided to You. Notwithstanding the foregoing, those efforts do not lessen or otherwise impact Your sole responsibility for the use of Output.

6. Permissible Uses.

6.1. Permissible Uses. Notwithstanding anything in this Rider or the Agreement to the contrary, where SS&C hosts, runs, or manages the Generative AI Capability, SS&C may process, use, copy, transmit, aggregate, model, index, store, and display Customer Content (a) to perform its obligations under the Agreement, including support and operation of its products and services; and (b) to improve the performance and efficacy of its products and services (which may include without limitation developing, training, and deploying non-generative Machine Learning techniques).

7. Intellectual Property Rights.

7.1. The SS&C Context is the intellectual property of SS&C and may not be copied, replicated, transmitted, or otherwise used for any purpose outside of the Generative AI Capabilities. All intellectual property rights (including copyright for both source and object code) in (a) the information that comprises the SS&C Context and (b) all application software used in connection with the Generative AI Capability shall be and remains property of SS&C. You shall not, without SS&C's express written consent: (a) modify or make a copy of any such information; (b) transfer, sell, lease or license any such information to another person; (c) apply or use any such information for purposes other than use of the Generative AI Capability with the Underlying Offer; or (d) permit or suffer any of Your Authorized Users to do any of the above.

8. Liability.

8.1 SS&C, its affiliates, suppliers and third-party agents shall have no responsibility or liability, contingent or otherwise,

for any liability, claim, injury, loss or damage arising out of, or in connection with any act or omission by You, Your Authorized Usersor any other person from whatever cause relating to the Customer Content and SS&C shall not be liable for any lost profits, losses, direct, indirect, special, punitive, incidental or consequential damages or any claims against You by any other party relating to the Customer Content.

9. User Guidelines

9.1 When using a Generative AI Feature, Client is authorized to use it only for Client's own productivity work and not to train any artificial intelligence models. Client must not, and must not allow any third party to, use any content, data, output or other information generated by or derived from a Generative AI Feature directly or indirectly to train, create, test, fine tune or otherwise improve any artificial intelligence systems, including any algorithm, architecture, model, or weight.

9.2 Client shall not use a Generative AI Feature in a way that violates applicable laws or harms others. Without limiting the foregoing, Client must not:

- Create pornographic material or explicit nudity;
- Create hateful or highly offensive content that attacks or dehumanizes a group based on race, ethnicity, national origin, religion, serious disease or disability, gender, age, or sexual orientation;
- Glorify graphic violence or gore;
- Promote self-harm;
- Depict nude minors or minors in a sexual manner;
- Promote terrorism or violent extremism;
- Disseminate misleading, fraudulent, or deceptive content that could lead to real-world harm;
- Violate others' privacy rights;
- Impersonate other people or entities;
- Use unauthorized automated or scripting processes (such as bulk or automated uploading of content through a script);
- Engage in schemes or third-party services to boost account engagement (artificially increasing the number of appreciations, views, or other metrics);
- Engage in regulated activities without complying with applicable requirements; or
- Generate or distribute content that facilitates:
    - Spam, phishing, or malware;
    - Abuse of, harm to, interference with, or disruption to SS&C's or others' infrastructure or services; or
    - Circumvention of abuse protections or safety filters.

9.3 Use of a Generative AI Feature to create, upload, or share content that violates third-party copyright, trademark, privacy, publicity, or other rights is strictly prohibited. Such prohibited uses may include, but are not limited to, entering text prompts designed to generate copyrighted, trademarked, or otherwise infringing content, uploading an input or reference image, audio or video that includes a third party's copyrighted content, generating text that plagiarizes third-party content, or using a third party's personal information in violation of their privacy or data protection rights.

9.4 Client acknowledges that Generative AI Features are not intended for high-risk uses or to seek or provide legal, medical, financial, or other kinds of professional advice or any opinions, judgments, or recommendations. Generative AI Features cannot replace advice provided by a qualified professional and Client does not form any protected relationship (e.g., attorney-client relationship) when Client makes queries to a Generative AI Feature.

9.5 Nothing in the Generative AI Features shall constitute or be construed as an offering of financial instruments or as investment advice or investment recommendations (i.e., recommendations as to whether or not to "buy", "sell", "hold", or to enter or not to enter into any other transaction involving any specific interest or interests) by SS&C or its affiliates or a recommendation as to an investment or other strategy by SS&C or its affiliates. No aspect of the Generative AI Features is based on the consideration of Client's individual circumstances, and data and other information available via the Generative AI Features and should not be considered as information sufficient upon which to base an investment decision.

SS&C AI Gateway Solutions
Service Level Agreement

This Service Level Agreement ("**SLA**") applies to our provision of AI Gateway and related subscription offers, including, for example, SS&C AI Gateway, AI Governance or AI Chat. We may update this SLA from time to time. The current version of this SLA is published at http://portal.blueprism.com/agreements.

Exclusions: This SLA does not apply to any prototype, beta, early access or other pre-production release; to any development or other non-production environment; or to any free-of-charge offer.

1. Definitions

Capitalized terms not defined in this SLA shall have the same meaning as in your Agreement. The following defined terms apply in this SLA:

Actual Uptime – The result of the calculation set out in paragraph 2 of this SLA, expressed as a percentage.

Agreement – The agreement under which we agree to provide the Covered Product to you.

Available – The Covered Product is live and, as applicable:

(a) In the case of **AI Gateway:** users are able to authenticate with the AI Gateway API;

(b) In the case of **AI Governance:** users are able to authenticate to the AI Governance login system; or

(c) In the case of **AI Chat**: users are able to authenticate to the AI Chat login system.

Us, we, our – The SS&C entity or affiliated entity that is party to the Agreement.

Covered Product – AI Gateway, AI Governance, or AI Chat, where it is expressly specified in the relevant Agreement that the provisions of this SLA relating to Service Credits shall apply.

Customer, you, your – The Customer organization that is party to the Agreement with us.

Emergency Maintenance – Application of patches or updates or other actions reasonably necessary to resolve a critical issue affecting the Covered Product or to address an urgent security issue.

Relevant Charges – the monthly fees received by us for the relevant Covered Product for the month in respect of which a Service Credit is being claimed. Where fees are charged on a basis otherwise than monthly, they shall be pro-rated to the relevant month.

Scheduled Downtime – Any period during which the Covered Product is not Available to allow for planned maintenance. Periods of scheduled maintenance will be notified in advance.

Scheduled Uptime – The total minutes in the relevant month less the total number of minutes of Scheduled Downtime for that month.

Service Credit – a credit against Relevant Charges that is calculated and applied in accordance with this SLA.

Unscheduled Downtime – The total minutes during the relevant month during which the Covered Product is not Available outside of Scheduled Downtime, excluding any period of time during which the Covered Product is not available due to: time reasonably required for Emergency Maintenance; your actions or omissions or those of your Authorized Users; failure of equipment, software or services for which you or a third party (other than our sub-contractor) are responsible, including failure of internet connectivity; or any event of Force Majeure under the Agreement.

2. Availability SLA

We will make commercially reasonable efforts to ensure that Actual Uptime of the Covered Product for each calendar month is not less than 99% of Scheduled Uptime. For the purposes of this SLA, Actual Uptime shall be calculated as follows and expressed as a percentage:

$$\text{Actual Uptime} = \frac{\text{(Scheduled Uptime – Unscheduled Downtime)}}{\text{Scheduled Uptime}}$$

Where we provide you with more than one Covered Product to which this SLA applies, the SLA is calculated separately for each Covered Product.

3. Service Credits

Where Actual Uptime for a Covered Product in a month is less than 99% of Scheduled Uptime, you may be entitled to claim a Service Credit. The amount of the Service Credit is calculated as 1% of the Relevant Charges for each half percentage point by which Actual Uptime falls below Scheduled Uptime, up to a maximum Service Credit of 5% of Relevant Charges for the affected month.

Service Credits must be claimed by submitting a request no later than the end of the month following the month in respect of which the Service Credit is being claimed. We will assess any claim made to verify eligibility for a Service Credit and will inform you as soon as reasonably practicable as to whether the claim has been accepted. Service Credits are not available where, at the time the claim is submitted, you have an overdue balance in respect of any fees invoiced by us.

We will apply any approved Service Credit against future invoices for the relevant Covered Product. Service Credits are not transferable and no cash refunds will be made in respect of them. You may not set off a Service Credit against any other amount owing to us. Where a Customer has purchased a Covered Product through an authorised reseller, any Service Credit will be applied to the invoice(s) issued by us to that reseller and the reseller is responsible for providing onward credit to the Customer.

You acknowledge that the Service Credits set out in this SLA are your sole and exclusive remedy in respect of any failure to achieve the Availability SLA for a Covered Product.

SS&C AI Gateway third parties

Third party processors, subprocessors and subcontractors

SS&C AI Gateway, personal data and support services

In connection with its provision of services, SS&C Technologies, Inc. ("SS&C") and its respective affiliates may engage third parties to process customer data, including personal data.

In relation to support services, SS&C only wants to receive, and is a controller for, basic personal data (i.e. contact details and information about a person's role) in order to communicate with people requesting support (in the DPA we define this basic personal data as "Account Management Information"). We ask our customers not to share any other personal data with us.

If customers do need to share additional information with us to resolve a support issue, customers are required to alter it so as to remove any personal data before sharing the additional information (in the DPA we define this altered information as "Cleansed Information").

Save in respect of Account Management Information, for which it is a controller, SS&C is a processor for personal data processed in connection with its provision of services and, in such circumstances, the entities listed below may be subprocessors for that personal data.

Technology providers

The third parties included in the table below are relevant to the service.

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
SS&C Technologies, Inc	United States	United States	United States	SS&C Private Cloud hosting where a customer chooses US hosting.
KAO Data	United Kingdom	United Kingdom	United Kingdom	SS&C Private Cloud hosting where a customer chooses UK hosting.

Vantage Data Centers	United Kingdom	United Kingdom	United Kingdom	SS&C Private Cloud hosting where a customer chooses UK hosting.
AWS	United States	United States	Selected by Customer	Cloud hosting where a customer chooses to use AWS instead of the SS&C private cloud.

The following technology providers are used in relation to the provision of support services.

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
Freshworks	United States	United States	Germany	Provider of customer support helpdesk system.
Microsoft	Ireland and United States	United States	Selected by Customer	Office 365 and Microsoft support services provider.
PagerDuty	United States	United States	United States	Status reporting on the services. No personal data other than Account Management Information for which we are a controller.
ServiceNow	United States	United States	United States	Provider of customer support helpdesk system.

Affiliates

Affiliates of Blue Prism from time to time, including those listed below, may be involved in the provision of customer support services, platform set up and management services, professional services and incident response services.

Entity	Entity Country
Blue Prism Limited	United Kingdom
Blue Prism Pty. Ltd	Australia
Blue Prism K.K.	Japan
DST Technologies, Inc.	United States
SS&C Financial Services International Limited	United Kingdom
SS&C FinTech Services (Thailand) Limited	Thailand
SS&C Fintech Svc India - Hyderabad	India
SS&C GIDS, Inc.	United States
SS&C Technologies, Inc.	United States

Providers of consultancy services

From time to time, depending on the nature of the services being provided to you, SS&C may use service providers to support delivery of such services (for example, by sourcing individuals with appropriate skills to work as part of the project team). Information about any relevant service providers will be included in the relevant statement of work.

Updates

Blue Prism may, from time to time, decide to work with new third party processors/subprocessors/subcontractors, and will update the above accordingly.