

Blue Prism Professional Services

Governing Terms

- [General Terms](#); and
- [Professional Services Addendum](#)

Statements of work detail the specifics of any given engagement.

The following documents are incorporated into the agreement when applicable:

- [Professional Services Security Addendum](#)
- [Professional Services Data Processing Supplement](#)
- [Professional Services Third Party Processors](#)

The following documents apply to any licensed utilities, where applicable:

- [Blue Prism Asset Terms](#)
- [Blue Prism Hosted Asset 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 présents 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 Professional Services Addendum

This SS&C|Blue Prism Professional Services Addendum (this “**Addendum**”) is entered into between you and the SS&C entity named in the mutually agreed “**Statement of Work**” (or “**SOW**”). 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 the Professional Services that we agree to provide to you and are as described in a Statement of Work. This Addendum, together with the SS&C | Blue Prism General Terms for Products and Professional Services (the “**General Terms**”) and the relevant Statement of Work, constitutes your Agreement for Professional Services.

Capitalized terms used but not defined in this Addendum have the meanings ascribed to them in the General Terms, or if not defined in the General Terms, the meanings ascribed to them in the relevant Statement of Work. This Addendum is effective as of the earlier of the date the relevant SOW is fully executed or our commencement of the performance of the Professional Services (“**SOW Effective Date**”).

1. Definitions

- a. “**Change Order**” means an agreed upon written change or modification to the Professional Services.
- b. “**Data Protection Law**” means all privacy laws applicable to Personal Data processed under this Addendum.
- c. “**Deliverables**” means any reports, documentation, automations, or work product created by or with us in the course of the provision of the Professional Services, including any works created for or in cooperation with you.
- d. “**Personal Data**” means “personal data” or the equivalent term as defined by Data Protection Law.
- e. “**Pre-Existing Materials**” means any materials embodying any Intellectual Property Rights, made, created, and/or reduced to practice (including all documents and materials provided by us relating to the Professional Services) which existed prior to the SOW Effective Date.

2. Services

- a. Provision of services. We will perform the Professional Services outlined in the SOW, subject to the terms of the Agreement.
- b. Change Order. Either of us may submit a request for a Change Order to the other for review and consideration. The receiving party shall provide in writing an understanding of the requested Change Order, and an impact assessment in terms of any cost and timetable variations. We will implement changes to Professional Services only upon mutual written agreement of the Change Order.
- c. Obligations to co-operate. Both parties acknowledge that the successful and timely rendering of the Professional Services requires good faith and timely cooperation. Both parties will use commercially reasonable efforts to perform their responsibilities and discharge their obligations in accordance with the SOW or any Change Order. You acknowledge that a failure or delay by you to meet your obligations may impact our ability to perform the Professional Services within the estimated time and cost. If a project is delayed or rendered impossible due to your failure to fulfil your obligations, we reserve the right to issue invoices for Professional Services already delivered to you irrespective of whether the project has been completed.

3. Personnel

- a. Background investigations. We will perform background investigations in accordance with our policies on all of our employees performing Professional Services.
- b. Applicable policies. If we are engaged to perform the Professional Services on-site at your location, our employees will comply with your applicable security and health and safety policies provided to us in writing a reasonable time in advance of such visit.

4. Warranties

- a. Limited warranty. We warrant that the Professional Services will be performed with reasonable skill and care.
- b. Remedy. We will re-perform or correct any materially defective Professional Services until they are no longer materially defective, in our sole determination, free of additional charge, provided that (i) you promptly notify us in writing thereof within thirty (30) days of performance of such defective Professional Services and (ii) such defective Professional Services are not caused by, or the result of, your acts or omissions or anyone acting on your behalf. This is the sole remedy for breach of the above warranty.

5. Travel and Expenses.

If we perform Professional Services on-site at your designated location, you will also be responsible for expenses incurred by us in accordance with our then-current travel and expense policy, including a per diem meal allowance. All such taxes and reimbursable expenses will be added, where applicable, to an invoice.

6. Intellectual Property

- a. Title. You acknowledge and agree that except for any of your Confidential Information or materials, title to all portions of the Professional Services, Deliverables, Pre-Existing Materials, and all Intellectual Property Rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Professional Services, are and remain owned by and vested in us or our licensors.
- b. License to use Deliverables. Subject to our receipt of full and final payment for the Professional Services, we grant you a non-exclusive, non-transferable, irrevocable (unless we terminate the Agreement for your uncured material breach), non-distributable/resaleable, non-sublicensable license for you and your Affiliates to use any Deliverables and Pre-Existing Materials provided to you by us under the applicable SOW for your and your Affiliates’ internal business purposes. Any utilities provided to you by us are licensed under the [Blue Prism Asset Terms](#) or the [Blue Prism Hosted Asset Terms](#), as applicable.

- c. **No exclusivity.** You acknowledge that we provide similar Professional Services to other third parties and we shall continue to be free to perform similar services for our other customers using our general knowledge, skills, tools, routines, algorithms, programs and experience.

7. Liability

- a. **Cap on liability if no charges are payable.** Subject to the relevant provisions in the General Terms, if no charges are payable for the Professional Services, our total aggregate liability arising in connection with the Agreement, whether for breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise, is USD \$500.00 (or equivalent in local currency).
- b. **Third party terms.** You are solely responsible for compliance with any terms and conditions of any third party products and/or services used, licensed or otherwise provided by you, whether such use relates to, or arises in connection with, our performance of, or your use of, the Professional Services or Deliverables with such third party products or services.

- 8. Non-solicitation.** For the duration of an applicable SOW and for a period of one year after the Professional Services are completed, you agree not to employ or solicit the employment of any of our personnel who performed any part of the Professional Services. You agree to pay to us an amount equal to the annual compensation for the one-year period immediately preceding the hiring or solicitation of any of our personnel in breach of this Section.

9. Data Protection

- a. **Compliance with Data Protection Law.** Each party shall comply with all applicable requirements of the Data Protection Law.
- b. **Limited intake of Personal Data.** To provide the Professional Services to Customer, Blue Prism may need to receive limited Personal Data to enable it to communicate with Customer ("**Account Management Information**"). Customer acknowledges that, other than Account Management Information, Blue Prism does not want to receive, access, view or otherwise process any Personal Data in the course of providing the Professional Services, and Customer agrees not to directly or indirectly disclose any such Personal Data to Blue Prism unless Blue Prism agrees to receive it in accordance with Section 9(c) below. If Blue Prism is reviewing or evaluating any databases, datasets or other information in the course of providing Professional Services, Customer shall comply with data minimization principles in deciding whether to provide Personal Data to Blue Prism, and to the fullest extent possible, the Customer shall provide, whether directly or indirectly, information that is anonymized, redacted, or otherwise altered, or "dummy data", whereby it is not feasible for Blue Prism to reasonably re-identify any actual individuals from such data ("**Cleansed Information**").
- c. **Additional rights and obligations regarding Personal Data.** If it is not possible for Customer to provide Cleansed Information, Customer shall notify Blue Prism and only provide Personal Data once Blue Prism, at its sole discretion, agrees in writing in a specific SOW or Change Order, to receive it. In the event that Blue Prism becomes aware that Customer has provided Personal Data to it without Blue Prism's written agreement, Blue Prism shall be entitled to delete it and cease providing the Professional Services in question until Cleansed Information is provided or such a written agreement is put in place.

- 10. Order of Precedence.** If there is any conflict between your Order, an SOW, 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 Professional Services; (2) the SOW specific to the engagement; (3) this Addendum; and (4) the General Terms.

SS&C|Blue Prism Professional Services: Security Addendum

This SS&C|Blue Prism Security Addendum (this “Security Addendum”) forms part of your agreement for professional services where the Agreement, the Prior Agreement and/or the Amendment as applicable refers to this Security Addendum and contains additional terms applicable to such professional services. Capitalized terms used but not defined in this Security Addendum have the meanings ascribed to them in the Agreement, the Prior Agreement and/or the Amendment, 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. 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 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).

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), and the effectiveness of our security controls. We log access to 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). Customer Data shall be encrypted consistent with industry standards at rest and while in transit over any public shared network and non-wired network.

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. We will delete or destroy Customer Data you provide to us in connection with the professional services in accordance with the Agreement, Prior Agreement and/or Amendment, as applicable. We will inform you if a request to delete of Customer Data will impact our ability to deliver the services, and you agree to assume any risk in connection with the deletion or destruction of Customer Data.

12. Term. This Security Addendum remains in effect for the Term of the Agreement, Prior Agreement and/or Amendment (as applicable) that refers to this Security Addendum 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.

Last updated: 24 October 2024

Professional Services Data Processing Supplement

This Professional Services Data Processing Supplement ("**Data Processing Supplement**") applies where specified in a SOW between the SS&C entity named in the SOW ("**SS&C**") and Customer in respect of Personal Data processed by SS&C in connection with that SOW, and supplements any other agreement(s) between SS&C and Customer regarding the relevant professional services (the "**Agreement(s)**") with effect from the SOW Effective Date of the relevant SOW. By entering into a SOW that refers to this Data Processing Supplement, Customer and SS&C each agree to the terms in this Data Processing Supplement. To the extent that the Agreement(s) contain data protection terms that are inconsistent with the terms of this Data Processing Supplement, those existing terms shall prevail in respect of such inconsistency (except to the extent necessary to comply with Data Protection Law).

1. Definitions and interpretation

Capitalised terms used in this Data Processing Supplement shall have the meanings given in the Agreement(s) unless otherwise defined in this Data Processing Supplement.

2. Personal Data processing

- 2.1 In the event that SS&C processes Personal Data, other than Account Management Information, received from or on behalf of Customer, Customer appoints SS&C as a "processor", "service provider" or the equivalent term as defined by Data Protection Law, to process the Personal Data for the purposes of providing the Professional Services or as otherwise agreed in writing (the "**Permitted Purpose**"), and, the remaining provisions of this Section 2 shall apply.
- 2.2 To the extent that Personal Data is processed by SS&C, Customer authorises SS&C's transfer of Personal Data to other countries and engagement of others to process the Personal Data for the Permitted Purpose. SS&C's relevant third party processors are listed on <http://portal.blueprism.com/agreements> (and any successor or related sites designated by us), and SS&C remains primarily responsible for the performance of any subcontracted obligations. If SS&C engages a new processor of Personal Data, SS&C will update the list before permitting access to the Personal Data. SS&C will also impose contractual terms to the standard required by law. Customer can object to the new processor on reasonable grounds within ten (10) business days of SS&C's update to the list, in which case SS&C will look at whether SS&C can support Customer without using them (or otherwise resolve your objection). If not, SS&C will not allow the new processor to process the Personal Data, and SS&C may suspend the Professional Services.
- 2.3 To the extent that Personal Data is processed by SS&C, SS&C will implement technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, and from unauthorised disclosure (a "**Security Incident**"). If SS&C becomes aware of a Security Incident, SS&C will tell Customer without undue delay and provide Customer with reasonable information to help Customer fulfil any reporting obligations Customer has. SS&C will also take reasonable steps to remedy or mitigate the impact of the Security Incident. SS&C will ensure all of its personnel who have access to Personal Data are bound by obligations of confidentiality.
- 2.4 If Customer needs SS&C's reasonable assistance to respond to any request from a data subject of Personal Data, or any enquiry or complaint, SS&C will provide it and bear the cost of this unless we consider it will require additional resource from SS&C, in which case SS&C will let Customer know before incurring additional costs. If SS&C receives any communication itself in relation to Personal Data processed on behalf of Customer in the course of providing the Professional Services, SS&C will let Customer know promptly. If SS&C believes its processing of Personal Data poses a high risk to the data protection rights and freedoms of the data subjects, SS&C will let Customer know and reasonably co-operate with any data privacy impact assessment as may be required by law.
- 2.5 Following termination or expiry of this Agreement, SS&C will destroy or return any Personal Data SS&C holds as processor except as required to comply with law, or Personal Data which has been archived on back-up systems. This Section 2 will continue to apply to any retained Personal Data for as long as SS&C holds it.
- 2.6 Where it has been established that Personal Data is being processed by SS&C, SS&C shall also contribute to audits and inspections by allowing Customer to review any written records which SS&C maintains in respect of, and will also respond to any written audit questions in respect of, SS&C's compliance with this Section 2.

SS&C Blue Prism Professional Services third parties

Third party processors, subprocessors and subcontractors

Personal data and Professional Services

Unless we agree otherwise in a SOW, we only want to receive, and are a controller for, basic personal data (i.e. contact details and information about a person's role) in order to communicate with people in provision of our services (in the agreement 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, customers are required to alter it so as to remove any personal data before sharing the additional information (in the agreement we define this altered information as "Cleansed Information").

We will only ever be a processor for personal data (other than Account Management Information) if a customer inadvertently provides us with unredacted personal data or we agree to process personal data under a SOW and, in such circumstances, the entities listed below may be subprocessors for that personal data.

Technology providers

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

Entity	Entity Country	Parent Company Country	Hosting Location(s)	Processing Activity
Microsoft	United States	United States	United States	Office 365 and Microsoft support services provider.
Intralinks, Inc.	United States	United States	United States	Secure file transfer solution.

Affiliates

Affiliates of ours from time to time, including those listed below, may be involved in the provision of services such as technology, customer support services and professional 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
Intralinks, Inc	United States
Blue Prism India Pvt Ltd	India
Blue Prism SARL	France
Blue Prism GmbH	Germany
Blue Prism AB	Sweden
Blue Prism Pte Ltd	Singapore
Blue Prism HK Limited	Hong Kong

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 Asset Terms

These SS&C|Blue Prism Asset Terms (these “**Terms**”) are entered into between you and your organization (“**you**”) and SS&C Technologies, Inc. (if you are in the Americas) or Blue Prism Limited (if you are elsewhere)(“**Blue Prism**”) offering the relevant asset and its associated technical product documentation (together, the “**Asset**”) to you. This Agreement governs your use of the Asset and describes any support Blue Prism may make available to you in relation to your use of the Asset.

These Terms, along with any additional applicable terms indicated on our [Agreements page](#), and the Order (where “**Order**” means an order on the Blue Prism Order Form or any other document agreed with us), contain the whole agreement between you and Blue Prism relating to the subject matter hereof and set out the terms on which you can use the Asset and any associated support services (our “**Agreement**”). In the event an Asset is licensed for Free-of-Charge Use (as defined below), Blue Prism may instead confirm order details by electronic mail or other online communication. If you procure through an authorized Blue Prism reseller (“**Reseller**”), commercial details (e.g., quantity, metric and term) are separately agreed with Reseller in your “**Reseller Order**”.

PLEASE READ CAREFULLY BEFORE PROCEEDING. BY CLICKING “ACCEPT” OR BY INSTALLING AND USING THE ASSET, YOU ARE CONFIRMING THAT YOU AGREE TO THE FOLLOWING TERMS OF USE. You represent that you have the authority to accept this Agreement on behalf of yourself and your organization, and you agree to be bound by these terms.

1. Asset License and Support

- 1.1 Subject to your payment of any applicable fees, Blue Prism grants you a revocable, limited, non-exclusive and nontransferable license to use the Asset in the format it is provided to you. Your license permits you to deploy a single instance (or such other quantity as is specified in your Order or Reseller Order) of the Asset for the time period and for the purposes detailed in your Order or Reseller Order, and to use the Documentation to aid in your use of the Asset. You acknowledge that if no environment or license-type is specified in the Order or Reseller Order, then you are only permitted to use the Asset for evaluation purposes, a Free of Charge Use (as defined in Clause 4 below).
- 1.2 Your license permits you, through your Users, to use the Asset for your internal business purposes only and as otherwise permitted in this Agreement. You may permit your “**Users**”, who are any employees, consultants, agents, and contractors, which you allow to use the Asset in accordance with these terms and solely on your behalf, provided that you acknowledge and agree that you are responsible for: (i) specifying the level of access to the Asset for each User, (ii) ensuring all Users use the Asset only in support of your testing, (iii) any unauthorized use of the Asset or any breach of these Terms by a User, including any misuse of authentication credentials associated with your access and use of the Asset (“**Credentials**”). You are responsible for maintaining the confidentiality of Credentials, including those used by any Users. You will promptly notify us of any confirmed or suspected misuse of the Asset or Credentials, or of any security incident related to the Asset.
- 1.3 This Agreement does not permit you to reproduce, modify, translate or adapt the Asset, to create any derivative work of the Asset, or to assign, sell, sublicense, rent, lease, distribute or otherwise transfer all or any portion of the Asset or to render any Asset human-readable. You may not reverse engineer, decompile, or disassemble the Asset, except and only to the extent that applicable law expressly permits, despite this limitation. Further, you agree that you shall not: (a) display or disclose the Asset to any person other than your Users who you have authorized to access the Asset in accordance with these Terms; (b) use the Asset for any third-party use, including without limitation third-party training, time-sharing or service bureau use, or use any part of the Asset, including third party software, independently from the Asset as a whole; or (c) use the Asset except as expressly allowed under these Terms. Our [Agreements page](#) or other mutually executed terms between you and Blue Prism may contain additional terms (including restrictions or limitations on your use), and you acknowledge that any such additional terms are incorporated herein by reference, and you agree to abide by any such additional terms in your use of the Asset.
- 1.4 **Data.** You are solely responsible for the content of all data you process using the Asset (your “**User Data**”), and you represent and warrant that all such User Data has been lawfully obtained and that you have all rights necessary or required to enable us to use any User Data provided by you under or in connection with the Agreement. . You retain all rights you may have in your User Data. Both parties agree to comply with the obligations that apply to each (respectively) under Data Protection Law. To manage our relationship with you and to the extent that support is made available to you for the Asset, Blue Prism may need to receive limited personal data to enable Blue Prism to communicate with you (“**Account Management Information**”). Blue

Prism does not wish to receive any personal data from you other than Account Management and you agree not to disclose any such personal data to Blue Prism, and 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.

- 1.5 **Feedback.** You agree to provide data and feedback to us for and about the Asset or your use of the Asset, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs (“**Feedback**”).
- 1.6 **Use of Feedback.** We may use the Feedback you provide (a) to improve accuracy, quality and/or to advance features; and/or (b) for research and development, including to improve the products and services we offer and to develop new products and services. No data that identifies you or individuals will be made available publicly by us and any use of personal data remains subject to our [Privacy Policy](#). You irrevocably waive any intellectual property rights in any improvements or developments that we may make based on your Feedback and/or use of the Asset and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same.
- 1.7 **Overuse.** If Blue Prism suspects overuse of an Asset requiring payment, Blue Prism may invoice you for a reconciliation payment.
- 1.8 **Support.** If agreed in writing, Blue Prism may offer limited support for your permitted uses of the Asset, consisting of access to self-service support in the form of online resources or communities; provided, however, that Blue Prism is under no obligation to provide any support.

2. Security, Updates and Upgrades

- 2.1 Blue Prism will take commercially reasonable steps to ensure that the Asset does not contain viruses or other malicious code.
- 2.2 Blue Prism may make changes to the Asset from time-to-time, for example to improve it or to address potential security concerns and may make updated versions available to you for free or for a fee. Upgrades incorporating additional features and/or functionalities may require a separate fee.

3. Limited Warranties

- 3.1 Except as described in Clause 4, Blue Prism represents for a period of ninety (90) days from the date that the Asset is first made available to you that the Asset has the functionality specified in the Documentation (when working within an environment meeting the minimum requirements specified in the Documentation) in all material respects. If Blue Prism breaches this warranty, Blue Prism will use commercially reasonable efforts to provide you with a corrected version of the Asset, which corrected version may be in the form of an update or an upgrade. Blue Prism is not required to remedy any error that cannot be replicated on the latest update of the Asset. This Clause states your sole remedy and Blue Prism’s entire obligation for any breach of the foregoing warranty.
- 3.2 **To the extent not prohibited by mandatory law: (i) Blue Prism excludes all terms and obligations which would otherwise be implied into this Agreement; and (ii) Blue Prism excludes any**

statement not set out in this Agreement. Blue Prism will not be held to statements made by third parties. You acknowledge that the Asset may not be error-free, or meet your particular requirements, and that the Asset is priced on that basis.

4. Evaluations or Any Other Free-of-Charge Use of the Asset

If you are using the Asset for evaluation, development and testing, demonstration, or any other free-of-charge use (each, a **"Free-of-Charge Use"**): (a) you may use such Asset only to evaluate the Asset's functionality, to provide feedback to Blue Prism (which feedback Blue Prism may use freely), or such other Free-of-Charge Use expressly authorized by Blue Prism; (b) you may use the Asset only for the time period and in the quantities specified in your Order or Reseller Order; if no time period is specified, then for up to ninety (90) days; (c) you may not use the Asset to process personal data; (d) you may not use the Asset to process production data unless the Documentation explicitly allows use in a production environment and (e) any permitted production use is at your own risk. Any such right to Free-of-Charge Use of the Asset is provided by Blue Prism **"AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, and the warranties in Clause 3.1 and indemnity obligations in Clause 6 are specifically disclaimed and excluded.** Blue Prism is not required to remedy any errors, and Blue Prism may, at its discretion and without notice, change, limit or discontinue your Free-of-Charge Use of the Asset. Blue Prism's entire liability for all claims, damages and indemnities arising out or related to your Free-of-Charge Use of the Asset will not exceed in the aggregate USD \$100.00. This Clause 4 shall prevail if it conflicts with any other provision in this Agreement and your use of the Asset is a Free of Charge Use.

5. Your Responsibilities

- 5.1 You shall: (i) use the Asset only in accordance with law (including export control laws and regulations), and not for any illegal purpose; (ii) not modify, remove, or obfuscate any copyright or other notice placed on or embedded in any Asset; and (iii) not use the Asset so as to subject any part of it to an open-source license. You shall ensure that your Users will also comply with this Agreement and you will be liable for any noncompliance by your Users. When you use the Asset, you represent and warrant that your use will not infringe any third party intellectual property rights, other rights or laws (for example, confidentiality and/or privacy).
- 5.2 If the Asset accesses, leverages, or operates in combination with third party products or materials such as third party software, software as a service, application programming interfaces, and/or data, including for example data from third party generative AI services (collectively, **"Third Party Materials"**), then you shall ensure that you have any necessary right or license to use such Third Party Materials and that your use is in compliance with the governing terms for such Third Party Materials. We do not make any warranties or guarantees in respect of the accuracy of the output from the Third Party Materials, nor take responsibility for any decisions you may take as a result of the output from the Third Party Materials. 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 Asset or your breach (or your Authorized Users' breach) of this Agreement, including without limitation any noncompliance with the governing terms for Third Party Materials. 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 Rights and Indemnity

- 6.1 All right and title to the Asset (and any derivative works) and anything Blue Prism creates belongs to Blue Prism or its licensors. Except for the license expressly granted under this Agreement, Blue Prism reserves all right, title and interest in and to the Asset and to any additions or modification thereto, and no other license is granted. The Documentation includes a list of third party components incorporated

into the Asset (**"Third Party Components"**). Each Third Party Component is licensed under the governing terms provided by the owner of the applicable Third Party Component. For purposes of this Clause 6, **"Asset"** excludes Third Party Materials and Third Party Components.

- 6.2 You agree that Blue Prism is free to use all general knowledge, skills, techniques, and ideas that Blue Prism acquires or develops in performing this Agreement, subject to any obligation of confidentiality under Clause 9. By providing feedback to Blue Prism, you agree that Blue Prism may use it to improve the Asset or otherwise.
- 6.3 Unless your usage is subject to Clause 4 and provided that your usage is in compliance with this Agreement, Blue Prism shall, subject to the limitations in Clause 6.4 below: (i) defend you against any legal proceedings brought by a third party alleging that your use of the Asset in accordance with the Documentation and this Agreement infringes the registered intellectual property rights of that third party (an **"IPR Claim"**); and (ii) indemnify you for any amount Blue Prism agrees 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. This indemnity will not apply to the extent the underlying allegation arises from: (i) your negligence, your breach of this Agreement or your use of the Asset outside the scope of this Agreement; (ii) modification of the Asset (other than modifications Blue Prism makes), or use of a non-current version of the Asset; or (iii) your use of the Asset in combination with Third Party Materials. This Clause 6.3 sets out Blue Prism's entire obligation and liability in connection with any allegation of intellectual property infringement.
- 6.4 To benefit from the indemnity you must: (i) notify Blue Prism promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days; (ii) procure that Blue Prism has sole conduct of the investigation, defense, and settlement of the IPR Claim; (iii) provide such assistance as Blue Prism reasonably requests in relation to defence of an IPR Claim (at Blue Prism's cost); (iv) not take any step involving any payment or admission of liability in relation to an IPR Claim without Blue Prism's prior written consent; and (v) immediately cease using the Asset subject to the IPR Claim (unless Blue Prism agrees otherwise).
- 6.5 If an IPR Claim is made (or Blue Prism thinks one is likely to be made), Blue Prism may, in its discretion: (i) procure the right for you to continue using the Asset; (ii) replace or modify the Asset to avoid the potential infringement; or (iii) terminate this Agreement immediately upon written notice to you and (a) in the case of a term license, provide a pro-rata refund of any fees which have been paid in respect of the Asset for the period following termination in lieu of damages and without admission of fault, or (b) in the case of a perpetual license, provide a pro-rata refund of any fees which have been paid in respect of the Asset for the period following termination (assuming depreciation on a five year straight-line basis) in lieu of damages and without admission of fault.
- #### 7. Liability
- 7.1 Nothing in this Agreement limits or excludes liability: for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, for breach of Clause 9, for infringement by you or any of your Users of Blue Prism's intellectual property rights, for breach of any restrictions on use set out in this Agreement, for indemnification under Clause 6.2, or for any liability which cannot lawfully be so excluded or limited.
- 7.2 Subject to Clause 7.1, Blue Prism shall not be liable for loss of profits, loss of goodwill, loss of anticipated savings, loss of revenue or business opportunity, loss of or damage to data, injury to reputation, or any indirect, special, or consequential loss, 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.
- 7.3 Subject to Clause 7.1, Blue Prism's total aggregate liability arising in connection with this Agreement, whether for indemnities, breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise, shall not, in each year, exceed the greater of One Thousand United States Dollars (US\$1000) or fees paid under this Agreement for the Asset over a trailing twelve month period from the date the relevant claim is filed; provided, however, that Blue Prism's liability in connection with any Free-of-Charge Use is further limited as specified in Clause 4.

7.4 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.

8. Audit

In the event Blue Prism requests an audit of your use of the Asset, you agree to allow access to all relevant records and personnel, and to provide all reasonable assistance for the completion of the audit, and Blue Prism will comply with your standard health and safety policies provided to Blue Prism a reasonable time in advance of the inspection. Blue Prism will bear its own costs, unless an audit shows any overuse of the Asset or use outside the scope of the license granted, in which case you will pay Blue Prism's reasonable demonstrable costs of the audit along with the amount corresponding to your overuse and/or unlicensed use at Blue Prism's standard rates.

9. Confidentiality

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

9.2 Each party shall keep the other's Confidential Information confidential, and not use it except for the purposes of this Agreement without consent. Confidential Information shall not be disclosed to any third party except for the purposes of this 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).

9.3 This Clause 9 will survive expiry or earlier termination of this Agreement without limitation in time. If that is not permitted by applicable law, then this Clause 9 will apply for five (5) years following expiry or earlier termination of this Agreement.

9.4 .

9.5 .

10. Term and Termination

10.1 This Agreement starts on the date you receive access to the Asset and lasts for the license term indicated in your Order or Reseller Order (or, if no period is indicated, then for up to ninety (90) days if your use is for evaluation purposes and for up to one year if your use is for any other Free of Charge Use), unless it is terminated earlier in accordance with the following terms.

10.2 Either party can terminate this Agreement upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after the breaching party receives written notice to remedy such breach. Blue Prism can terminate for convenience with thirty (30) days' notice.

10.3 Upon termination or expiry of this Agreement, you will remove all copies of the Asset from your systems and return them (or destroy them if Blue Prism agrees), 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.

11. Governing Law and Conduct of Claims

11.1 Blue Prism will only be liable to you in connection with this Agreement, not to third parties. If a User suffers a loss as a result of Blue Prism's breach, this will be deemed to have been suffered by you and you may seek to recover that loss (subject to the other terms of this Agreement).

11.2 This 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 courts located in New York, New York (if you are in the Americas) or in accordance with English law and

the exclusive jurisdiction of the courts of England and Wales (if you are elsewhere). In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. To the maximum extent permitted by the 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. 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 présentes reconnaissent qu'elles ont exigé que la présente convention et tout document s'y rattachant soient rédigés en anglais.***

12. Miscellaneous Provisions

12.1 With the exception of payment obligations, neither party will be liable for failure or delay in performing its obligations to the extent outside its reasonable control as long as it notifies the other party promptly of the cause and likely duration.

12.2 Except as otherwise expressly stated, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it. You may not dispose of or encumber this Agreement without Blue Prism's prior written consent (not to be unreasonably withheld).

12.3 Variations to this Agreement, and any waivers, must be in writing. Waiver on one occasion does not waive a right for future occasions. Rights and remedies under this 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.

12.4 The Asset and any support services are commercial items as defined by the Federal Acquisition Regulation ("FAR") at FAR 2.101 and are licensed to you under the applicable terms of FAR Part 12, "Acquisition of Commercial Items" and/or DOD Federal Acquisition Regulation Supplement ("DFARS") 227.7202, "Commercial computer software and commercial computer software documentation". Any use, modification, reproduction, release, performance, display or disclosure by you shall be governed solely by, and prohibited, except as expressly permitted under, the terms of this Agreement.

12.5 This 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 Hosted Asset Terms

These SS&C|Blue Prism Hosted Asset Terms (these "Terms") are entered into between you and your organization ("you") and SS&C Technologies, Inc. (if you are in the Americas) or Blue Prism Limited (if you are elsewhere) ("Blue Prism") offering the relevant hosted asset and its associated technical product documentation (together, the "Hosted Asset") to you. This Agreement governs your use of the Hosted Asset and describes any support Blue Prism may make available to you in relation to your use of the Hosted Asset.

These Terms, along with any additional applicable terms indicated on our [Agreements page](#) and the Order (where "Order" means an order on the Blue Prism Order Form or any other document agreed with us), contain the whole agreement between you and Blue Prism relating to the subject matter hereof and set out the terms on which you can use the Hosted Asset and any associated support services (our "Agreement"). In the event a Hosted Asset is licensed for Free-of-Charge Use (as defined below), Blue Prism may instead confirm order details by electronic mail or other online communication. If you procure through an authorized Blue Prism reseller ("Reseller"), commercial details (e.g., quantity, metric and term) are separately agreed with Reseller in your "Reseller Order".

PLEASE READ CAREFULLY BEFORE PROCEEDING. BY CLICKING "ACCEPT" OR BY USING THE HOSTED ASSET, YOU ARE CONFIRMING THAT YOU AGREE TO THE FOLLOWING TERMS. You represent that you have the authority to accept this Agreement on behalf of yourself and your organization, and you agree to be bound by these terms.

1. Access and Use of the Hosted Asset

1.1 Subject to your payment of any applicable fees, the access credentials we share with you confer a revocable, limited, non-exclusive, non-transferable, personal right to access and use the Hosted Asset in accordance with these Terms (and any document incorporated by reference) for internal business purposes only, and to use the associated technical product documentation Blue Prism makes available to you to (the "Documentation") to aid in your use of the Hosted Asset. You agree that you shall not: (a) assign, sub-license, copy, provide or make the Hosted Asset available to any other person or entity, or use the Hosted Asset for any other person or entity; (b) use the Hosted Asset, or any information derived from it, to develop, or aid any third party to develop, competing technology to the Hosted Asset or create any derivative work of the Hosted Asset, (d) reverse engineer, decompile, or disassemble the Hosted Asset, except and only to the extent that applicable law expressly permits, despite this limitation (e) display or disclose the Hosted Asset to any person other than your Authorized Users (defined below); (f) use the Hosted Asset for third-party training, time-sharing or service bureau use or use any part of the Hosted Asset, including third party software, independently from the Hosted Asset as a whole; or (g) otherwise use the Hosted Asset other than as expressly allowed under these Terms. Our [Agreements page](#) or other mutually executed terms between you and Blue Prism may contain additional terms (including restrictions or limitations on your use), and you acknowledge that any such additional terms are incorporated herein by reference, and you agree to abide by any such additional terms in your use of the Hosted Asset. Unless a different license type is specified in your Order or Reseller Order, you are only permitted to use the Hosted Asset for evaluation purposes, a Free of Charge Use (as defined in Clause 3 below).

1.2 Data. You are solely responsible for the content of all data you process using the Hosted Asset (your "User Data"), and you represent and warrant that all such User Data has been lawfully obtained and that you have all rights necessary or required to enable us to use any User Data provided by you under or in connection with the Agreement. You retain all rights you may have in your User Data. To manage our relationship with you and to the extent that support is made available to you for the Hosted Asset, Blue Prism may need to receive limited personal data to enable Blue Prism to communicate with you ("Account Management Information"). If you have Free-of-Charge Use (as defined in Clause 3 below) of the Hosted Asset, then Blue Prism does not wish to receive any personal data from you other than Account Management Information for support and relationship management purposes, and you agree not to disclose any such personal data to Blue Prism, and 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. If your User Data contains personal data, you shall comply with applicable data privacy laws, including without limitation the necessary transparency and lawfulness requirements to enable lawful processing of User Data by us. If you are: (i) located in the UK or the European Economic Area (EEA); (ii) entering into this agreement with a Blue Prism entity in the UK or EEA; and/or (iii) using the Hosted Asset to process personal data that is subject to UK or EEA data protection laws, as indicated by you in writing

to privacy@blueprism.com, then (a) the [Special Data Processor Terms](#) (if you have Free-of-Charge Use (as defined in Clause 3 below) of the Hosted Asset) or (b) the [Data Processing Addendum](#) (if you have paid access to the Hosted Asset) are deemed incorporated into this Agreement and shall apply to the extent we process such personal data as a processor in connection with your use of the Hosted Asset. For purposes of Clause 1.2(iii), it is your responsibility to indicate that you are using the Hosted Asset to process personal data subject to UK or EEA data protection laws in writing to privacy@blueprism.com.

1.3 Feedback. You agree to provide data and feedback to us for and about the Hosted Asset or your use of the Hosted Asset, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs ("Feedback").

1.4 Use of Feedback. We may use the Feedback you provide (a) to improve accuracy, quality and/or to advance features; and/or (b) for research and development, including to improve the products and services we offer and to develop new products and services. No data that identifies you or individuals will be made available publicly by us and any use of personal data remains subject to our [Privacy Policy](#). You irrevocably waive any intellectual property rights in any improvements or developments that we may make based on your Feedback and/or use of the Hosted Asset and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same.

1.5 Authorized Users. You may permit your employees, consultants, agents, and contractors to access and use the Hosted Asset in accordance with these Terms and solely on your behalf ("Authorized Users"), provided that you acknowledge and agree that you are responsible for: (i) specifying the level of access to the Hosted Asset for each Authorized User, (ii) ensuring all Authorized Users use the Hosted Asset only in support of your testing, (iii) any unauthorized use of the Hosted Asset or any breach of these Terms by an Authorized User, including any misuse of authentication credentials associated with your access and use of the Hosted Asset ("Credentials"). You are responsible for maintaining the confidentiality of Credentials, including those used by any Authorized Users. You will promptly notify us of any confirmed or suspected misuse of the Hosted Asset or Credentials, or of any security incident related to the Hosted Asset.

1.6 Support Services. Unless otherwise provided in writing, we do not provide support services in connection with your use of the Hosted Asset under these Terms.

1.7 Overuse. If Blue Prism suspects overuse of the Hosted Asset requiring payment, Blue Prism may invoice you for a reconciliation payment.

2. Limited Warranties

2.1 Performance. Except as described in Clause 3, Blue Prism represents for a period of ninety (90) days from the date that the Hosted Asset is first made available to you that the Hosted Asset has the functionality specified in the Documentation (when working within an environment meeting the minimum requirements specified in the Documentation) in all material respects. If Blue Prism breaches this warranty, Blue Prism will use commercially reasonable efforts to provide you with a corrected

version of the Hosted Asset, which corrected version may be in the form of an update or an upgrade. Blue Prism is not required to remedy any error that cannot be replicated on the latest update of the Hosted Asset. This Clause states your sole remedy and Blue Prism's entire obligation for any breach of the foregoing warranty.

2.2 **Disclaimer.** To the extent not prohibited by mandatory law: (i) Blue Prism excludes all terms and obligations which would otherwise be implied into this Agreement; and (ii) Blue Prism excludes any statement not set out in this Agreement. Blue Prism will not be held to statements made by third parties. You acknowledge that the Hosted Asset may not be error-free, or meet your particular requirements, and that the Hosted Asset is priced on that basis.

2.3 **Updated and Upgrades.** Blue Prism may make changes to the Hosted Asset from time-to-time, for example to improve it or to address potential security concerns and may make updated versions available to you for free or for a fee. Upgrades incorporating additional features and/or functionalities may require a fee.

3. Evaluations or Any Other Free-of-Charge Use of the Hosted Asset

If you are using the Hosted Asset for evaluation, development and testing, demonstration, or any other free-of-charge use (each, a "Free-of-Charge Use"): (a) you may use such Hosted Asset only to evaluate the Hosted Asset's functionality, to provide feedback to Blue Prism (which feedback Blue Prism may use freely), or such other Free-of-Charge Use expressly authorized by Blue Prism; (b) you may use the Hosted Asset only for the time period and in the quantities specified in your Order or Reseller Order; if no time period is specified, then for up to ninety (90) days; (c) you may not use the Hosted Asset to process personal data; (d) you may not use the Hosted Asset to process production data unless the Documentation explicitly allows use in a production environment and (e) any permitted production use is at your own risk. Any such right to Free-of-Charge Use of the Hosted Asset is provided by Blue Prism "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, and the warranties in Clause 2.1 and indemnity obligations in Clause 5 are specifically disclaimed and excluded. Blue Prism is not required to remedy any errors, and Blue Prism may, at its discretion and without notice, change, limit or discontinue your Free-of-Charge Use of the Hosted Asset. Blue Prism's entire liability for all claims, damages and indemnities arising out or related to your Free-of-Charge Use of the Hosted Asset will not exceed in the aggregate USD \$100.00. This Clause 3 shall prevail if it conflicts with any other provision in this Agreement and your use of the Hosted Asset is a Free of Charge Use.

4. Your Responsibilities

4.1 You shall: (i) use the Hosted Asset only in accordance with law (including export control laws and regulations), and not for any illegal purpose; (ii) not modify, remove, or obfuscate any copyright or other notice placed on or embedded in any Hosted Asset; and (iii) not use the Hosted Asset so as to subject any part of it to an open-source license. You shall ensure that your Users will also comply with this Agreement and you will be liable for any noncompliance by your Users. When you use the Hosted Asset, you represent and warrant that your use will not infringe any third party intellectual property rights, other rights or laws (for example, confidentiality and/or privacy).

4.2 If the Hosted Asset accesses, leverages, or operates in combination with third party products or materials such as third party software, software as a service, application programming interfaces, and/or data, including for example data from third party generative AI services (collectively, "Third Party Materials"), then you shall ensure that you have any necessary right or license to use such Third Party Materials and that your use is in compliance with the governing terms for such Third Party Materials. We do not make any warranties or guarantees in respect of the accuracy of the output from the Third Party Materials, nor take responsibility for any decisions you may take as a result of the output from the Third Party Materials. 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 Hosted Asset or your breach (or your Authorized Users' breach) of this

Agreement, including without limitation any noncompliance with the governing terms for Third Party Materials. 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.

5. Intellectual Property Rights and Indemnity

5.1 All right and title to the Hosted Asset (and any derivative works) and anything Blue Prism creates belongs to Blue Prism or its licensors. Except for the license expressly granted under this Agreement, all of Blue Prism's rights are reserved and no other license is granted. For purposes of this Clause 5, "Hosted Asset" excludes Third Party Materials.

5.2 You agree that Blue Prism is free to use all general knowledge, skills, techniques, and ideas that Blue Prism acquires or develops in performing this Agreement, subject to any obligation of confidentiality under Clause 8. By providing feedback to Blue Prism, you agree that Blue Prism may use it to improve the Asset or otherwise.

5.3 Unless your usage is subject to Clause 3 and provided that your usage is in compliance with this Agreement, Blue Prism shall, subject to the limitations in Clause 5.4 below: (i) defend you against any legal proceedings brought by a third party alleging that your use of the Hosted Asset in accordance with the Documentation and this Agreement infringes the registered intellectual property rights of that third party (an "IPR Claim"); and (ii) indemnify you for any amount Blue Prism agrees 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. This indemnity will not apply to the extent the underlying allegation arises from: (i) your negligence, your breach of this Agreement or your use of the Hosted Asset outside the scope of this Agreement; (ii) modification of the Hosted Asset (other than modifications Blue Prism makes), or use of a non-current version of the Hosted Asset; or (iii) your use of the Hosted Asset in combination with Third Party Materials. This Clause 5.3 sets out Blue Prism's entire obligation and liability in connection with any allegation of intellectual property infringement.

5.4 To benefit from the indemnity you must: (i) notify Blue Prism promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days; (ii) procure that Blue Prism has sole conduct of the investigation, defense, and settlement of the IPR Claim; (iii) provide such assistance as Blue Prism reasonably requests in relation to defence of an IPR Claim (at Blue Prism's cost); (iv) not take any step involving any payment or admission of liability in relation to an IPR Claim without Blue Prism's prior written consent; and (v) immediately cease using the Hosted Asset subject to the IPR Claim (unless Blue Prism agrees otherwise).

5.5 If an IPR Claim is made (or Blue Prism thinks one is likely to be made), Blue Prism may, in its discretion: (i) procure the right for you to continue using the Hosted Asset; (ii) replace or modify the Hosted Asset to avoid the potential infringement; or (iii) terminate this Agreement immediately upon written notice to you and (a) in the case of a term license, provide a pro-rata refund of any fees which have been paid in respect of the Hosted Asset for the period following termination in lieu of damages and without admission of fault, or (b) in the case of a perpetual license, provide a pro-rata refund of any fees which have been paid in respect of the Hosted Asset for the period following termination (assuming depreciation on a five year straight-line basis) in lieu of damages and without admission of fault.

6. Liability

6.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, for breach of Clause 8, for infringement by you or any of your Users of Blue Prism's intellectual property rights, for breach of any restrictions on use set out in this Agreement, for indemnification under Clause 4.2, or for any liability which cannot lawfully be so excluded or limited.

6.2 Subject to Clause 6.1, Blue Prism shall not be liable for loss of profits, loss of goodwill, loss of anticipated savings, loss of revenue or business opportunity, loss of or damage to data, injury to reputation, or any

indirect, special, or consequential loss, 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.

6.3 Subject to Clause 6.1, Blue Prism's total aggregate liability arising in connection with this Agreement, whether for indemnities, breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise, shall not, in each year, exceed the greater of One Thousand United States Dollars (US\$1000) or fees paid under this Agreement for the Hosted Asset over a trailing twelve month period from the date the relevant claim is filed; provided, however, that Blue Prism's liability in connection with any Free-of-Charge Use is further limited as specified in Clause 3.

6.4 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.

7. Audit

In the event Blue Prism requests an audit of your use of the Hosted Asset, you agree to allow access to all relevant records and personnel, and to provide all reasonable assistance for the completion of the audit, and Blue Prism will comply with your standard health and safety policies provided to Blue Prism a reasonable time in advance of the inspection. Blue Prism will bear its own costs, unless an audit shows any overuse of the Hosted Asset or use outside the scope of the license granted, in which case you will pay Blue Prism's reasonable demonstrable costs of the audit along with the amount corresponding to your overuse and/or unlicensed use at Blue Prism's standard rates.

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

8.2 Each party shall keep the other's Confidential Information confidential, and not use it except for the purposes of this Agreement without consent. Confidential Information shall not be disclosed to any third party except for the purposes of this 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).

8.3 This Clause 8 will survive expiry or earlier termination of this Agreement without limitation in time. If that is not permitted by applicable law, then this Clause 8 will apply for five (5) years following expiry or earlier termination of this Agreement.

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9.2 Either party can terminate this Agreement upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after the breaching party receives written notice to remedy such breach. Blue Prism can terminate for convenience with thirty (30) days' notice.

9.3 Upon termination or expiry of this Agreement, you will remove all copies of the Hosted Asset from your systems and return them (or destroy them if Blue Prism agrees), 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.

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10.2 This 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 courts located in New York, New York (if you are in the Americas) or in accordance with English law and the exclusive jurisdiction of the courts of England and Wales (if you are elsewhere). In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. To the maximum extent permitted by the 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. 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 présentes reconnaissent qu'elles ont exigé que la présente convention et tout document s'y rattachant soient rédigés en anglais.

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11.4 The Hosted Asset and any support services are commercial items as defined by the Federal Acquisition Regulation ("FAR") at FAR 2.101 and are licensed to you under the applicable terms of FAR Part 12, "Acquisition of Commercial Items" and/or DOD Federal Acquisition Regulation Supplement ("DFARS") 227.7202, "Commercial computer software and commercial computer software documentation". Any use, modification, reproduction, release, performance, display or disclosure by you shall be governed solely by, and prohibited, except as expressly permitted under, the terms of this Agreement.

11.5 This 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..