

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 anglais.*
- 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.