

BLUE PRISM ENTERPRISE

Governing Terms

- [General Terms](#); AND
- [End User Addendum](#)

Product Specific Terms

“**Product**” as used in the Addendum refers to Blue Prism Enterprise. “**Documentation**” refers to the documentation for Blue Prism Enterprise.

Please note that newer installations of Blue Prism Enterprise, starting with v.7.3, offers certain opt-in components governed by separate legal terms, available at <https://portal.blueprism.com/agreements> under "Application Modeller (BETA)" and "Smart Vision".

Other Applicable Terms

- [Global Customer Support Services Terms](#)
 - [Application, Platform and Operation Criteria](#)
- [Third Party Processors - On-premises](#)
- [API Terms](#)

The terms referenced above are available at <https://portal.blueprism.com/agreements>.

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, 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 Offering; (2) this 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 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 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 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 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 necessary to enable the Offering to 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.
- 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 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, Blue Prism's affiliates, and the respective employees, officers and agents of Blue Prism and each of Blue Prism's affiliates (together, "**SS&C Associates**") against any and all claims and/or proceedings brought or threatened by any person. You shall indemnify each of Blue Prism, Blue Prism's affiliates, and SS&C Associates against any loss, damage, or expense suffered or incurred, as a result of your breach (or your Authorized Users' breach) of this Section 5.

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.

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.

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 and supersedes any other agreement, communication, or understanding (whether oral or written) relating to the same subject matter.

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

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

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

1. Usage Rights

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

2. Product Warranty

- a. Product Warranty. We warrant for a period of ninety (90) days from the date that first Credentials for a given Product are delivered to you that such Product will, in all material respects, have the functionality specified in its Documentation when working within an environment meeting the minimum technical requirements specified in that Documentation.
- b. Remedy. If we breach this warranty your sole remedy will be to require us to provide a corrected version of the Product(s).

3. Data Protection

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

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

SS&C|Blue Prism Intelligent Automation Suite

Global Support Services Terms

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

1. Roles and responsibilities

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

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

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

Customer’s responsibilities to:

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

Blue Prism’s responsibilities to:

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

2. Initiating Support Services

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

You shall include the following in each Support Ticket:

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

3. Support obligations

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

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

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

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

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

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

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

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

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

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

4. Escalation Process

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

5. Advisory Support Services

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

6. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 1 - Priority Levels and Support Services

Priority Levels

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

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

Support Services and Support Tiers

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

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

Product Component Support Services

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

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

Platform Component Support Services

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

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

Subscription Services

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

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

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

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

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

Bug fixes and New Releases

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

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

Requests for change

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

Maintenance and health checks

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

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

Incident management

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

SS&C|Blue Prism Global Customer Support Services Terms

Application, Platform and Operation Criteria

Blue Prism Enterprise (client hosted)

Application

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

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

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

Platform

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

- There are no platform components

Blue Prism Cloud Services Intelligent Automation

Application

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

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

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

Platform

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

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

Operation Criteria

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

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

Blue Prism Next Generation (hosted by Blue Prism)

Application

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

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

Platform

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

- Any Blue Prism Next Generation hosted components]

Operation Criteria

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

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

SS&C|Blue Prism On-premises Software – Third party processors and subprocessors

On-premises software, personal data and support services

Blue Prism does not have access to personal data stored within a customer's instance of Blue Prism's on-premises software and so is not a controller or a processor for that personal data.

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

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

Blue Prism will only ever be a processor for personal data if a customer inadvertently provides Blue Prism with unredacted personal data (other than Account Management Information) 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 customer support services:

Entity	Entity country	Processing activity
ABBYY	United Kingdom	Provider of second line customer support to customers who use Blue Prism Process Intelligence Powered by ABBYY Timeline and ABBYY FlexiCapture.
Freshworks	United States	Provider of customer support helpdesk system.
Microsoft	United States	Office 365 and Microsoft support services provider.

Affiliates

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

Entity	Entity country
Blue Prism Limited	United Kingdom
Blue Prism Software, Inc.	United States
Blue Prism Pty. Ltd	Australia
Blue Prism K.K.	Japan
SS&C Technologies, Inc.	United States

Updates

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

API Terms of Use

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

1. API License.

- 1.1. Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to (a) use the APIs to develop, test, operate, modify or support a software application, website, or product or service (an “**Application**”), (b) to distribute or allow access to your integration of the APIs within your Application to end users of your Application, and (c) to display any data or content accessed via the APIs (the “**Content**”) within your application.

2. Use of APIs.

- 2.1. You may not use the APIs in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, or in any manner inconsistent with these Terms.
- 2.2. You may not use the APIs in a manner that accesses or uses any information beyond what we allow under these Terms, that breaks or circumvents any of our technical, administrative, process or security measures, that disrupts or degrades the performance of the APIs or that tests the vulnerability of our systems or networks.
- 2.3. You may not use the APIs to transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.
- 2.4. You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the APIs.
- 2.5. You may not use the APIs to replicate or compete with core products or services offered by us.
- 2.6. You may not distribute, sell, rent, lease, sublicense, redistribute or syndicate access to the APIs.
- 2.7. You will not attempt to exceed or circumvent any limitations on access, calls and use of the APIs which we may make you aware of, or otherwise use the APIs in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply with these Terms.

3. Content.

- 3.1. You may only capture, copy or store any Content or any information expressed by the Content (such as hashed data) to the extent permitted by these Terms.
- 3.2. You must store all Content in a manner which enables you to identify, segregate, and selectively delete such content. The Content must not be stored in a data repository that would enable any third party access.
- 3.3. If you provide your Application to end users you must immediately delete all Content from a user upon request by that user when the user uninstalls your Application or otherwise terminates their relationship with you.
- 3.4. You must immediately delete all Content if we terminate your use of the APIs for breach of these Terms, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

4. Your User Agreement.

- 4.1. If you provide your Application to end users this must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified where your users download or access your Application. Your privacy policy must meet applicable legal standards and accurately disclose the collection, use, storage, and sharing of data, and must be at least as stringent and user-friendly as ours.
- 4.2. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact users.

5. Mark Usage.

- 5.1. Without prejudice to any separate agreements there may be between us, no permission is granted to you by us under these Terms to display our trade names, trade marks, service marks, logos and domain names (our “**Marks**”) or otherwise

claim or assert that your Application or use of our APIs is endorsed or approved by us.

6. Ownership.

- 6.1. We retain ownership of and all rights, title, and interest, including all intellectual property rights, in and to, (a) the APIs and all elements and components thereof, and (b) the Marks.
- 6.2. Any test results, suggestions, comments, improvements or other feedback relating to the APIs or the Content is and shall be owned by us.
- 6.3. Without prejudice to any separate agreements there may be between us except for the express licenses granted under these Terms, neither of us grants any right, title or interest (including any implied license) in or to any property of the other party under these Terms. All rights not expressly granted in these Terms are withheld.

7. Term and Termination.

- 7.1. These Terms will go into effect on the date upon which you agree to them, by accessing or using the APIs, and will continue until terminated as set forth below.
- 7.2. You may terminate these Terms by discontinuing use of our APIs.
- 7.3. We may change, suspend or discontinue the APIs and these Terms and suspend or terminate your use of the APIs and these Terms at any time and for any reason, without notice.
- 7.4. Upon termination of these Terms (a) all rights and licenses granted to you will terminate immediately, (b) you will promptly destroy any of our confidential information in your possession or control, (c) you will permanently delete all Content and other information belonging to us that you stored pursuant to your use of the APIs, and we may request that you certify in writing your compliance with this section.
- 7.5. When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Sections 3, 7, 8, 9, 10, and 11.

8. Disclaimer of Warranties.

- 8.1. WE PROVIDE THE APIS ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AVAILABILITY, AND/OR NON-INFRINGEMENT.
- 8.2. WE DO NOT WARRANT THAT THE APIS WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, AND WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APIS.

9. Liability and Indemnity.

- 9.1. WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA HOWEVER CAUSED AND WHETHER THE LOSS ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY OR OTHERWISE.
- 9.2. SUBJECT TO SECTION 9.1, OUR MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100).
- 9.3. You will defend, hold harmless, and indemnify us and our affiliates (and our and their respective employees, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable legal fees, to the extent resulting from, alleged to have resulted from, or in connection

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

10. Governing Law.

- 10.1. If you are located in the Americas, these Terms shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law thereof. You hereby accept the exclusive jurisdiction of the courts located in New York, New York.
- 10.2. If you are located outside of the Americas, these Terms shall be governed by and construed and interpreted in accordance with English law. You hereby accept the exclusive jurisdiction of the English courts. Nothing in these Terms shall confer any right or benefit upon any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11. General.

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