

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.