

SS&C|BLUE PRISM® CHORUS
PRODUCT SPECIFIC TERMS AND CONDITIONS

A. **General.** These Product-Specific Terms govern your use of SS&C's Affiliate's proprietary work management software known as "Chorus " and formerly known as "Automated Work Distributor"™ or "AWD"® (the "Software") and are in addition to the General Terms for Chorus BPM and Document Automation (the "General Terms"). Capitalized terms used herein without definition shall have the meaning ascribed to them in the General Terms.

1. **Software.** The fees indicated in your Order cover the use of the Software. The module you select in your Order determines which Software components are included, as indicated below:

| Components included? | Module Selected | | |
|--|-----------------|--------------|------------|
| | Starter | Professional | Enterprise |
| <ul style="list-style-type: none">• Core Chorus BPM (includes design studio, process orchestration, and web service APIs functionality)• Content management | Yes | Yes | Yes |
| <ul style="list-style-type: none">• Capture & Email• Operational Analytics• Communications | No | Yes | Yes |
| <ul style="list-style-type: none">• Enhanced search• UX Builder 12k sessions | No | No | Yes |

2. **Support.** The fees indicated in your Order cover support and maintenance, which we provide to you in accordance with the [Global Customer Services Support Terms](#) ("Support"). The specifics of our Support commitment to you are dependent on the support tier you select, and in the case of the hosted services , our Support commitment to you includes our Service Level Agreement with you.
3. **Hosting Inclusions.** Unless otherwise indicated in your Order, the fees specified in your Order further cover the following:
- Deployment of the Software in one production environment and in two non-production environments for the number of users and the selected components set forth in your Order;
 - Operations staff, infrastructure and licensing to support the Chorus database, application, and image storage;
 - Production deployment across a dual-region configuration;
 - Provide and maintain infrastructure to support the hosted Chorus peripheral products and features;
 - Hosting data center processing operations;
 - Data and content storage of 10 GB/User of data and/or images;
 - Internet-based connectivity between you and Installation Address (defined below);
 - Database and operating system maintenance; and
 - Support for one upgrade per annum, scheduled in coordination with you.
4. **Exclusions.** Your Order does not include any of the following unless specified in that Order:
- Infrastructure to support products hosted at your site (e.g. Chorus /Scan);
 - Additional non-production databases outside of the initial environments;
 - Optional features, products, Software environments, professional services or other services (you are responsible for travel and expenses to perform such services or to meet at your location), all of which are available at additional cost and subject to posted terms;
 - Data conversion services, fees for which are based on hours worked; and
 - You are responsible for any all expenses related to VPN or private network connectivity between your facilities and Installation Address This Agreement does not include any other SS&C related charges (including SS&C networking or eComm charges). You are also responsible for all third party usage expenses associated with inbound and outbound fax.

B. Additional Definitions:

1) “Use” means access (remote access in the case of Software as a Service) and use by you, from the Installation Address, of the Software and all Third Party Software provided by SS&C, for your own internal information processing services and computing needs.

2) “Installation Address” means, based on the deployment option you have selected and the address for you set out in your Order, the data center location applicable to you for hosted deployments, or in the case of on-premises deployment, your address:

| Deployment Option | Installation Address Options |
|--------------------|---|
| SS&C Private Cloud | The SS&C Data Center currently located at (i) 7201 East 64 th Court, Kansas City, Missouri 64133 and (ii) 183 NW Industrial Court, Bridgeton, MO 63044, which are locations owned by SS&C and/or its Affiliates, or such other region-appropriate SS&C or SS&C Affiliate owned and operated data centers as directed by SS&C |
| Public Cloud | AWS location selected and agreed with you, based on your Installation Address |
| On-premises | Your address as indicated on your Order or your private cloud |

C. Limited Warranties:

1. Warranties. SS&C warrants for a period of 90 days from the Effective Date that the Software will operate in substantial accordance with the Documentation. SS&C further warrants that it has made Commercially Reasonable Efforts to ensure that no viruses will be coded or intentionally introduced by SS&C into the Software. For purposes of the preceding sentence, “Commercially Reasonable Efforts” shall mean that, prior to deliver of the Software, SS&C checks the Software using commercially available anti-virus software.

2. Breach. You must notify SS&C of any breach of such warranty within the warranty period. SS&C shall investigate such purported failure, and if SS&C determines that the Software does not substantially operate in accordance with the Documentation, then SS&C shall, at its sole option, undertake to correct the Software, replace the Software free of charge or, if neither of the foregoing is commercially practicable, terminate the license granted with respect to the Software and refund to you the corresponding license fees you paid for the Software. To the extent not prohibited by applicable law, the foregoing are your sole and exclusive remedies for breach of warranty.

3. Exclusions. The limited warranties set forth in this Section C shall not apply, and SS&C shall have no warranty obligation or liability with respect, to any Software that (a) is damaged through no fault of SS&C; (b) is modified by anyone other than SS&C; (c) is used for any purpose other than its intended purpose (as specified in the Documentation); (d) is used with equipment not specified as compatible with the Software in such Software’s Documentation; (e) is used with software not specified as compatible with said Software in the Software’s Documentation; or (f) you fail to properly install or maintain. Further, the warranties set forth in this Section C shall not apply, and SS&C shall have no warranty obligation or liability due to (i) any computer malfunction not attributable to the Software or SS&C; (ii) any incorrect use of the Software; or (iii) any willful misconduct or negligent action or omission by you.

4. Disclaimer. **THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION C ARE THE ONLY WARRANTIES MADE BY SS&C. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SS&C SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SS&C DOES NOT GUARANTEE THAT THE SOFTWARE OR ANY SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. SS&C MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT. NO DEALER, AGENT, OR EMPLOYEE OF SS&C IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THE LIMITED WARRANTIES IN THIS SECTION C. ALL PRE-PRODUCTION RELEASES OF THE SOFTWARE MADE AVAILABLE TO YOU ARE EXPRESSLY PROVIDED “AS IS”.**

D. Third Party Software Provided by SS&C:

1) You acknowledge that the Software may contain integrated third party software (the “Components”). You

may only use the Components as integrated into the Software. Such Components are distributed as a part of the Software and are subject to the terms of this Order. With respect to integrated open source software, the foregoing limitations shall not apply to the extent that they are inconsistent with the applicable open source software license(s).

2) Third party technology and software that may be appropriate or necessary for use with the Software is specified in the application package documentation or as otherwise notified by SS&C and its Affiliates and such third party technology is licensed to you under the terms of a third party license schedule specified in its documentation or as otherwise notified by SS&C and its Affiliates and not under the terms of this Order. In particular, see additional terms applicable to our Operational Analytics component in Exhibit A.

E. SS&C Responsibilities:

1. SS&C will make the Software and/or Services available to you on a remote basis as defined herein. Availability is subject to emergency maintenance and unavailability when capacity upgrades cannot be completed during normal maintenance periods.

2. SS&C shall not be responsible or liable for any changes, alterations, modifications to data you transmit to the relevant data center or for failure to maintain the same if you shall have made such changes, alterations or modifications or shall be the cause of such failure to maintain the same. SS&C will retain data you have transmitted to the relevant data center in your Chorus production environment(s).

3. At your direction, SS&C will obtain, on your behalf, communication circuits connectivity between your locations and your Installation Address for you to access and utilize the Services (the details of such circuit will be outlined in a separately executed Proposal or Statement of Work). In such event, SS&C shall utilize communications network control and monitoring capabilities to assist you with the identification and resolution of any problems which appear to be related to the communications circuits obtained by SS&C on your behalf and will work with the communications vendor to resolve such problems as expeditiously as possible. However, in no event shall SS&C be responsible, and SS&C shall have no liability, for inadequacies or failures to perform related to or arising out of such communications circuits. For such SS&C provided communications, SS&C shall bill you, as an additional expense, a fee which is made up of (x) an estimated allocation of the costs of the circuit(s) (based on average circuit costs for similar circuits), and related costs and expenses, and (y) an estimated allocation of the costs incurred by SS&C associated with supporting such SS&C provided connectivity, including equipment, network infrastructure, SS&C's monitoring and problem resolution services described above, support, corporate overhead, and an administrative charge.

However, at your election, you may obtain for itself the communication circuits connectivity. In such event, you shall be responsible for:

(i) obtaining, providing, and paying for the applicable costs of all communication circuits connectivity between your locations and the SS&C Facility necessary for you to access and utilize the Services;

(ii) the provision of communications network control and monitoring capabilities to identify and to resolve any problems (SS&C shall, as reasonably possible, assist you with the identification and resolution of problems with the provided communication lines, to the extent SS&C has personnel available and free to do so and has access to information necessary to provide such assistance; provided it is your obligation to work with the communications vendor to resolve issues); and

(iii) a fee to SS&C (which will be outlined in a separately executed Proposal or Statement of Work) which is an estimated allocation of the costs incurred by SS&C associated with supporting provided connectivity (including internal equipment, monitoring, corporate support, infrastructure, and other services) and an administrative charge, as an additional expense.

F. Your Obligations:

1. You recognize that you must at all times during the Term be utilizing versions and releases of the Software which are under active support by SS&C.

2. With computer equipment and through transmission facilities installed on your premises, you shall transmit to the Installation Address such information and data that you determine is to be input and that is required to use the Services. You shall transmit or cause to be transmitted to the Installation Address, in the formats and form specified by SS&C, all information, data or other documentation required or desirable in connection with your use of the Services or the Installation Address so that the input shall be complete and accurate when it is received by the Installation Address. You shall advise SS&C of any (i) errors or mistakes in the data, information or documentation transmitted to the Installation Address, (ii) errors or mistakes in the records maintained (or intended to be maintained) on the Services, (iii) errors or mistakes in the output generated hereunder or (iv) any other issues with respect to your use of the Software, the Installation Address, any third party software operated by or hosted by you at the Installation Address or the operation of the Software. Using normal audit and control procedures, you shall verify (i) that all data, information and documentation transmitted to the Installation Address hereunder is properly input into the Services and is accessible by you hereunder and (ii) all output received hereunder. Notification of any errors or mistakes or other issues shall be provided promptly under the circumstance (but no later than 24 hours after you know or reasonably should know of such error or

mistake or other issue). You shall be responsible and liable for any resulting losses and the cost or expense of regenerating any output if you shall have (i) failed to utilize and employ a reasonable control procedure available on the Services of which you are advised or which are set forth on the appropriate SS&C Client Center, (ii) failed to transmit properly any information, data or documentation, (iii) transmitted erroneous or incorrect information, data or documentation, or (iv) failed or delayed to notify SS&C of any error or mistake in (x) any record, report, data or information sent to SS&C, (y) the records maintained or supposed to be maintained on the service or (z) the output provided by SS&C.

G. Termination:

1. Retention Past Termination. Notwithstanding any other provision of this Agreement, in the event SS&C is required to retain or maintain any of your documents, images and records or any other of your Confidential Information, as defined above, beyond the termination of this Agreement by a court order, subpoena or any administrative or governmental agency, then you will continue to pay SS&C the costs of such continued retention and services based on the fees provided in the Order (calculated on a pro-rated basis if required) until such time as SS&C is permitted by applicable legal requirements to dispose of such documents, images, and records.

2. Delivery of Your Data. Upon expiration or any termination of this Agreement, if you request recovery by SS&C of your data and the delivery of such data to you, the parties shall negotiate an SOW for SS&C to provide such data in a mutually agreed format, and you shall pay to SS&C the cost of such recovery and delivery at SS&C's then current rates, plus the actual cost of reasonable out of pocket expenses incurred.

EXHIBIT A: ADDITIONAL TERMS FOR OPERATIONAL ANALYTICS COMPONENT

The Operational Analytics component of the Software that we are licensing to you under the Agreement is subject to additional terms and conditions as follows, which you and SS&C agree will govern your use of the Operational Analytics component and the IBI Software (defined below) and supersede any contrary terms in the remainder of the Agreement:

1. You acknowledge that the Operational Analytics component of the Software contains third party software provided by Information Builders, Inc. ("IBI") (such third party software hereafter referred to as "IBI Software"). Your license to use the IBI Software is limited to such use as bundled within the Operational Analytics component provided by an SS&C Affiliate, and is otherwise subject to the other license restrictions set forth within the Agreement. You may not modify the IBI Software and must retain all IBI proprietary notices, logos, copyright notices, and similar markings on any copies of the IBI Software that you are authorized to make pursuant to the Agreement.

2. **IN NO EVENT WILL SS&C'S OR ITS AFFILIATES' LICENSORS (NAMELY, IBI) HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR (A) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL, OR (B) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM YOUR USE OF SUCH LICENSOR'S SOFTWARE APPLICATION (NAMELY, THE IBI SOFTWARE).**

3. If you are a third party administrator ("TPA"), then the following additional terms shall apply:

- TPA may allow access to Operational Analytics by Third Party Users (as such term is defined in the License Agreement ("TPA End Users")).
- On a monthly basis, TPA shall report to SS&C the number of Third Party Users they are servicing via Operational Analytics and, if applicable, the quantity of Third Party Users having access to Operational Analytics. In the event such reporting reveals the need for additional fees, such fees will be billable in accordance with the Agreement.
- TPA shall be responsible for payment to SS&C for all related third party fees as further detailed in the Agreement.
- TPA shall also be responsible for the acts and omissions of Third Party Users as it relates to such Third Party Users' use of the IBI Software in accordance with the terms of this exhibit and the license restrictions set forth in the Agreement.

4. You acknowledge and agree that upon no less than 10 business days' notice to SS&C, IBI shall have the right to audit SS&C for purposes of determining your compliance with the license restrictions set forth within the Agreement, solely as it relates to IBI Software. IBI may audit the books and records of SS&C, including the Agreement, to determine the number of copies of the IBI Software items (or any other applicable metric) in use by you.

5. Your confidentiality obligations as set forth within the Agreement shall also include the protection of the IBI Software. An SS&C Affiliate has obligated IBI to maintain the confidentiality of your Confidential Information to the extent it is shared with IBI and SS&C will use commercially reasonable efforts to enforce those obligations.

If, as applicable to the use of [the Operational Analytics component of the Software and] the IBI Software, there is a conflict between the terms and conditions of the Agreement and this exhibit, the terms and conditions of this exhibit shall prevail.