

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

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

## 1. Definitions

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

## 2. Services

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

## 3. Personnel

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

## 4. Warranties

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

## 5. Travel and Expenses.

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

## 6. Intellectual Property

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

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

## **7. Liability**

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

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

## **9. Data Protection**

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

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