

Special Data Processor Terms

Where we are giving you early access to a prototype, or to a product or where we agree to perform pre-sales activities, these Special Data Processor Terms (the “**Terms**”) apply to relevant Processing of Personal Data with effect from the date on which we give you early access to the relevant product or agree to perform the relevant pre-sales activities. References to “we”, “our”, “us”, or “Blue Prism” shall be references to the relevant SS&C entity providing the product or pre-sales activities and references to “you” shall be references to the entity receiving access to the product or pre-sales activities.

1. Limited Intake of Personal Data

- a. Wherever possible, we only want to receive limited personal data (i.e. contact details and information about a person's role) in order to communicate with you (“**Account Management Information**”). We ask that you do not to share any other personal data with us.
- b. If Blue Prism is reviewing or evaluating any databases, datasets or other information in the course of its giving you early access to a product or performing pre-sales activities, you shall comply with data minimization principles in deciding whether to provide personal data to us, and to the fullest extent possible, you shall provide, whether directly or indirectly, information that is anonymized, redacted, or otherwise altered, or “dummy data”, whereby it is not feasible for us to reasonably re-identify any actual individuals from such data (“**Cleansed Information**”).
- c. You shall only provide personal data if Blue Prism, at its sole discretion, agrees in writing to receive it. In the event that we become aware that you have provided personal data to us without our written agreement, we shall be entitled to delete it and cease providing early access to the relevant product and/or performing pre-sales activities until Cleansed Information is provided.

2. Personal Data Processing

- a. In the event that, in connection with the Terms, Blue Prism processes Personal Data, received from or on behalf of you, you appoint us as a “processor”, “service provider” or the equivalent term as defined by Data Protection Law, to process the Personal Data for the purposes of providing the products and/or pre-sales activities or as otherwise agreed in writing (the “**Permitted Purpose**”) and the remaining provisions of this Section 2 shall apply. The details regarding the envisaged processing of Personal Data are set out in Annex A to the Terms unless otherwise agreed in writing between the parties (including by email).
- b. To the extent that Personal Data is processed by Blue Prism, you authorise our transfer of Personal Data to other countries and engagement of others to process the Personal Data for the Permitted Purpose. Our relevant third party processors are listed on <http://portal.blueprism.com/agreements> (and any successor or related sites), and we remain primarily responsible for the performance of any subcontracted obligations. If we engage a new processor of Personal Data, we will update the list before permitting access to the Personal Data. We will also impose contractual terms to the standard required by law. You can object to the new processor on reasonable grounds within ten (10) business days of our update to the list, in which case we will look at whether we can provide the products and/or services to you without using them (or otherwise resolve your objection). If not, we will not allow the new processor to process the Personal Data, and we may suspend the provision of affected products and/or service under the Agreement.
- c. To the extent that Personal Data is processed by us, we will implement technical and organizational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, and from unauthorized disclosure (a “**Security Incident**”). If we become aware of a Security Incident, we will tell you without undue delay and provide you with reasonable information to help you fulfil any reporting obligations you have. We will also take reasonable steps to remedy or mitigate the impact of the Security Incident. We will ensure all of our personnel who have access to Personal Data are bound by obligations of confidentiality.
- d. If you need our reasonable assistance to respond to any request from a data subject of Personal Data, or any enquiry or complaint, we will provide it and bear the cost of this unless we consider it will require additional resource from us, in which case we will let you know before incurring additional costs. If we receive any communication in relation to Personal Data processed on behalf of you under the Terms, we will let you know promptly. If we believe our processing of Personal Data poses a high risk to the data protection rights and freedoms of the data subjects, we will let you know and reasonably co-operate with any data privacy impact assessment as may be required by law.
- e. Following the end of the early access to a product or the performance of the pre-sales activities, we will destroy or return any Personal Data we hold as processor except as required to comply with law, or Personal Data which has been archived on back-up systems. The Terms will continue to apply to any retained Personal Data for as long as we hold it.
- f. Where it has been established that Personal Data is being processed by us, we shall also contribute to audits and inspections by allowing you to review any written records which we maintain in respect of, and will also respond to any written audit questions in respect of, our compliance with this Section 2.

3. International Transfers

- a. International transfers of personal data under the Terms from the EEA and/or UK to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Law, to the extent such transfers are subject to such Data Protection Law, may be made under an applicable adequacy decision, approved binding corporate rules or, where one of the foregoing is not in place, the relevant Standard Contractual Clauses shall apply to such transfers.
- b. Where the Standard Contractual Clauses apply in accordance with Section 3.1: (a) for transfers of Personal Data to us they will be deemed completed as set out in Annex A; and (b) for transfers of Personal Data by Blue Prism under the Terms, Blue Prism shall enter into relevant Standard Contractual Clauses.

By proceeding with early access to the product or the pre-sales activities, the parties agree that they are entering into, and are deemed to be signing, the Standard Contractual Clauses and the applicable Annexes and Appendices and where provisions in the Terms address the same subject matter as the Standard Contractual Clauses, the provisions in the Terms are clarifications with respect to the application of the Standard Contractual Clauses.

4. Liability

- a. 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. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, SHALL WE HAVE MORE THAN ONE THOUSAND DOLLARS (\$1000) LIABILITY WITH RESPECT TO THE TERMS OR THE PROCESSING OF PERSONAL DATA.

5. Miscellaneous

The Terms (including non-contractual disputes or claims) shall be governed by and construed and interpreted in accordance with English law and the parties hereby accept the exclusive jurisdiction of the courts located in England. Nothing in the Terms shall confer any right or benefit upon any person who is not a party to it. The rights of the parties to vary the Terms are not subject to the consent of any other person. You may not assign, dispose of, encumber or otherwise transfer the Terms nor any rights under it, in whole or in part, whether directly or by operation of law, without our prior written consent. Nothing in the Terms 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. The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to the Terms shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist. The Terms are the entire agreement and understanding between the parties and supersedes any other agreement relating to the same subject matter.

6. Definitions

For the purposes of the Terms, the following capitalized terms have the meanings specified below:

“**Data Protection Law**” means the applicable data protection laws of a relevant jurisdiction to which the affected party may be subject and “controller”, “personal data”, “processor”, “process” or equivalent terms shall have the meanings defined by Data Protection Law.

“**Personal Data**” means “personal data”, or the equivalent term, as defined by Data Protection Law, and is limited to the personal data that is processed by Blue Prism as a processor under the Agreement. Personal Data excludes Account Management information and any other personal data for which we are a controller.

“**Standard Contractual Clauses**” or “**SCCs**” means the relevant standard contractual clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 approved by the European Commission, the competent authorities in Switzerland and/or the UK Government as appropriate depending on Data Protection Law, as amended or superseded from time to time.

Annex A - Details of Processing

Category of information	Details
Data exporter and activities relevant to any Personal Data transferred under the Standard Contractual Clauses (Annex I.A SCCs)	You, the entity receiving access to the product or pre-sales activities, where the Terms are with SS&C Technologies, Inc. or other SS&C entity outside of the EEA and UK. You may be a controller or a processor for personal data. Where you are not a controller, you are the exporter acting on behalf of each relevant controller.
Data importer and activities relevant to any Personal Data transferred under the Standard Contractual Clauses (Annex I.A SCCs)	SS&C Technologies, Inc. or other SS&C entity outside of the EEA and UK, the entity providing the product or pre-sales activities under the Terms if it is party to the Terms with you. Our data protection contact point is privacy@blueprism.com . We are a processor or subprocessor for Personal Data. We are a controller for Account Management Information, early access feedback, telemetry data or other data you provide that we use to improve accuracy, quality and/or advance features; (b) for research and development; and/or (c) to improve the services we offer and/or develop new services.
Data subjects (Article 28(3) GDPR / UK GDPR, Annex I.B SCCs)	Depending on the nature of the specific product and/or services provided under the Agreement, this includes information about any data subjects that is contained in the personal data that you elect, at your sole discretion, to make available to us in connection with our provision of such products and/or services. This could include personal data in respect of your personnel as well as individuals in other categories, such as your prospects, customers, service providers, business partners, collaborators, affiliates, members of the public and others.
Categories of Personal Data (Article 28(3) GDPR / UK GDPR, Annex I.B SCCs)	There is no technical restriction imposed on the categories of personal data you may elect to provide for processing in connection with the Terms. The personal data processed by us is thus determined by you, and you are responsible for complying with Data Protection Law when making such determination. Unless otherwise agreed in writing with you, the categories of personal data may include the following data with respect to data subjects name, email address, telephone number, title, activity data, feedback, records relating to the data subject, correspondence and other categories of personal data provided or introduced for processing by you
Special categories of data (if appropriate) (Annex I.B SCCs)	We do not impose a technical restriction on the categories of personal data you may provide, however, it is not envisaged that any special categories of data will be included in personal data you elect to provide for processing.
Frequency of the transfer	Transfers will be on an ad hoc basis unless otherwise agreed in writing with you.
Description of the technical and organisational security measures (Annex I.B SCCs)	Description of the technical and organisational security measures implemented by the data importer may be found in the technical documentation for the relevant products and/or services. As a minimum we shall use firewalls as appropriate to protect internet connections, choose appropriate secure settings for devices and software, have measures in place to control who has access to data and services and restrict access to trusted users and trusted sources, implement measures to protect systems from viruses and other malware (including use of anti-virus products to regularly scan the network to prevent or detect threats), have process to keep software and devices up-to-date (including regular updates to fix bugs and security vulnerabilities) and regularly back up data so it can be restored in the event of disaster or ransomware infection.
Subject matter, nature and purpose of the processing (Article 28(3) GDPR / UK GDPR, Annex I.B SCCs)	The subject matter, nature and purpose of the processing of personal data is the provision of the products and/or services by us to you as described in the Terms.
Duration of the processing and retention period (Article 28(3) GDPR / UK GDPR, Annex I.B SCCs)	The duration of the processing will be for the duration of the provision of the products and/or services by us to you and until all personal data has been deleted following completion of such exercise.
(Sub-)Processors and recipients (Annex I.B. SCCs)	A list of Blue Prism's (sub)processors that may process Personal Data for the duration of and in accordance with the Agreement can be found at http://portal.blueprism.com/agreements . Where applicable, the parties select clause 9(a) Option 2 (general written authorisation) of the SCCs as described in Section 2.b of the Terms.
Data Controller's obligations and rights (Article 28(3) GDPR / UK GDPR)	Complying with Data Protection Law in your provision of any personal data to us and any additional obligations set out in the Terms.
Competent supervisory Authorities (Annex I.C SCCs)	For UK GDPR covered personal data, the competent supervisory authority is the Information Commissioner's Office. For GDPR covered personal data, the competent supervisory authority is (as applicable): 1. if applicable, the supervisory authority of the EU Member State in which the data exporter has appointed a representative pursuant to Article 27(1) of the GDPR ("EU representative") as specified in the data exporter's publicly available privacy policy; 2. if applicable, and 1. does not apply, the supervisory authority notified by the data exporter in accordance with clause 13 of the New EU SCCs in an email to privacy@blueprism.com ; or 3. if neither 1. nor 2. applies, the Data Protection Commission in Ireland.
Governing law and jurisdiction (Clauses 17 and 18 SCCs)	For UK GDPR covered personal data, the SCCs will be governed by English law and the parties hereby accept the exclusive jurisdiction of the English courts. For GDPR covered personal data, the SCCs will be governed by laws of the Republic of Ireland and the parties hereby accept the jurisdiction of the Irish courts.
Clarifications	The footnotes to the SCCs do not form part of the Agreement. Clause 7 (Docking Clause) is included in the SCCs. Clause 11(a) (Optional redress mechanism) is not included in the SCCs. Where the Standard Contractual Clauses are used to transfer personal data subject to the UK GDPR: <ul style="list-style-type: none">• references to "Union", "EU" and "EU Member State" are replaced with "UK" and references to EU law are replaced with the equivalent reference in UK data protection law.• the SCCs and the UK Approved Addendum to the EU SCCs and the Mandatory Clauses of the same shall apply, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 and in force 21 March 2022, as it is revised under Section 18 of those Mandatory Clauses.• The start date of the UK Approved Addendum is the Effective Date of the Terms. The SCCs referred to in the Terms, including the Appendix Information. Details of processing are as set out in the Terms. The importer may end the UK Approved Addendum as set out in Section 19.

The information in this Annex may be updated by us from time to time to reflect changes in processing activities and/or the SCCs. If you would like to request any updates, please email privacy@blueprism.com.