



## SS&C|BLUE PRISM TECHNOLOGY ALLIANCE PROGRAM AGREEMENT

**PARTIES:** THIS SS&C|BLUE PRISM TECHNOLOGY ALLIANCE PROGRAM AGREEMENT ("**AGREEMENT**") IS ENTERED INTO AS OF THE EFFECTIVE DATE (DEFINED BELOW) BETWEEN BLUE PRISM LIMITED OF 2 CINNAMON PARK CRAB LANE, FARNHEAD, WARRINGTON, ENGLAND, WA2 0XP ("**BLUE PRISM**"), AND THE APPLICANT IDENTIFIED ON THE APPLICATION FORM ("**APPLICANT**").

**EFFECTIVE DATE:** SAVE FOR CLAUSE 15 (CONFIDENTIAL INFORMATION) WHICH TAKES IMMEDIATE EFFECT AND SURVIVES TERMINATION THIS AGREEMENT IS NOT EFFECTIVE UNTIL THE DATE APPLICANT'S APPLICATION IS ACCEPTED BY BLUE PRISM ("**EFFECTIVE DATE**"). ACCEPTANCE, IF APPLICABLE, WILL BE COMMUNICATED IN WRITING TO THE EMAIL ADDRESS PROVIDED BY APPLICANT IN ITS APPLICATION.

**ACCEPTANCE PROCESS:** BLUE PRISM MAY ACCEPT OR REJECT APPLICANT'S PARTICIPATION IN THE SS&C|BLUE PRISM TECHNOLOGY ALLIANCE PROGRAM (THE "**PROGRAM**"). IF BLUE PRISM ACCEPTS, APPLICANT BECOMES A TAP PARTNER ("**TAP PARTNER**" OR "**YOU**") AS OF THE EFFECTIVE DATE.

### BLUE PRISM AND YOU HEREBY AGREE AS FOLLOWS:

1. **Overview** The Program is a framework for Blue Prism and You to participate in joint marketing and other activities to promote Blue Prism Products (as defined below), Your Products (as defined below), and interoperability of the two. The Program includes different membership tiers, each with entitlements, features and requirements specific to such level, all detailed in the guide to the Program (the "**Program Guide**"), available at <http://portal.blueprism.com/agreements>. The Program Guide is incorporated by reference into this Agreement and each reference to "the Agreement" shall be read to include the Program Guide.

2. **Membership.** Upon acceptance by Blue Prism of an Applicant's application, Applicant becomes a TAP Partner at a specified membership level. Thereafter, Blue Prism will inform You of Your membership level and may adjust Your membership level from time to time in accordance with this Agreement. In order to benefit from the stated features and entitlements, You must comply with the requirements specific to Your membership tier as set out in the Program Guide.

3. **Program Updates.** Blue Prism may update the Program Guide from time to time; provided, however, that changes to the Program Guide take effect from the date of posting forward only, and do not apply retroactively. **Accordingly, You agree regularly to review the Program Guide for updates.** If any update to the Program Guide is unacceptable to You, Your sole and exclusive remedy will be to exercise your termination rights hereunder. Any failure to comply with requirements of the Program Guide could trigger termination hereunder as further detailed below.

4. **Annual Fee** You shall pay Blue Prism any annual fee in effect for Your level of membership in the Program as set out in the Program Guide within twenty-one (21) days of the invoice date. All payments are non-refundable. Procurement of Blue Prism Products (defined below) is not covered by this Agreement and will be the subject of separate terms and conditions of license and payment applicable to the Blue Prism Products (as defined below) procured.

5. **Interoperability "Integrated Solution"** means skills and/or integrations developed to improve the interoperability of Your Products with Blue Prism Products. "**Blue Prism Products**" means Blue Prism's generally available products and services including its proprietary software and any related documentation provided by us, but excluding third party software offered by us on the Blue Prism Digital Exchange.

"**Your Products**" means Your products and services, including Your proprietary software and any documentation provided by You.

6. **Demonstration Software** Each party shall be entitled to receive and use development and demonstration software ("**Demonstration Software**") from the other party on a royalty free basis as necessary for the purpose of fulfilling its obligations under this Agreement. Any Demonstration Software provided by one party (a licensing party) to the other party (a receiving party) under the Program is to be used by the receiving party subject to the terms and conditions of the applicable end user terms accompanying the Demonstration Software ("**EULA**"), and may only be used internally by the receiving party for development, testing, integration, and support purposes and not in a production environment. The receiving party shall not resell or transfer any Demonstration Software or use any Demonstration Software for the benefit of any third party. In the event of a conflict between the terms of this Agreement and the EULA, the terms of the EULA shall prevail for the Demonstration Software.

7. **Integrated Solutions** You shall develop Integrated Solutions and conduct testing and provide certification of interoperability in respect of any item You submit to Blue Prism as an Integrated Solution. While Blue Prism may provide advice and guidance to You upon request in order to assist You with Your development of the Integrated Solutions, You shall be responsible for (a) creating test plans for testing the Integrated Solutions and the interoperability of Your Products with Blue Prism's Products (b) conducting testing and generating test data in accordance with the relevant test plan, this Agreement (including the Program Guide) in an appropriate environment and (c) technical support for the Integrated Solution. Upon Blue Prism's request, You shall provide to Blue Prism all applicable test results for such testing. You shall use reasonable efforts to capture results deemed most relevant to a typical target customer environment. Blue Prism may also require You to conduct additional testing prior to accepting an Integrated Solution. If Blue Prism accepts an Integrated Solution, You shall submit the Integrated Solution for inclusion on Blue Prism's Digital Exchange platform on the Blue Prism Website. Blue Prism may reject any Integrated Solution or remove it from the Blue Prism Digital Exchange at any time on notice to You in the event that the Integrated Solution fails any testing or if You fail to comply with any of the terms and conditions of (a) this Agreement, or (b) the Blue Prism Digital Exchange. If your Integrated Solution interacts or operates in combination with third party products or materials including but not limited to third party software, third party software as a service, third party data including but not limited to data from third party generative AI

services (collectively, "Third Party Products") it is your responsibility to ensure that you have the right to use such Third Party Products

**8. Marketing and Publicity.** Except as otherwise expressly provided in this Agreement, You and Blue Prism shall not, and shall not authorize, assist or permit another party to originate or produce, any written publicity, news release, marketing collateral or other publication or public announcement, relating to this Agreement, Your participation in the Program, or the other party's products or services without the prior written approval of the other party. You shall submit all collateral containing any references to Blue Prism, the Program, any Blue Prism Products and/or any of Blue Prism's Marks to Blue Prism for review and approval before release. Notwithstanding the above, during the term of this Agreement, Blue Prism may use Your name and logo in any list of TAP Partners without prior approval.

**9. Intellectual Property** As between Blue Prism and You, Blue Prism retains all ownership in its intellectual property rights including in and to the Blue Prism Products, services and documentation, and derivative works thereof, and anything developed or delivered by Blue Prism under this Agreement or in connection with Your participation in the Program. As between Blue Prism and You, You retain all ownership in Your intellectual property rights, including in and to Your Products and documentation, and derivative works thereof, and anything developed or delivered by You under this Agreement or in connection with Your participation in the Program. Neither You nor Blue Prism makes any assignment of intellectual property rights of any sort under this Agreement save that in the event that Blue Prism develops or assists You in the development of Integrated Solutions You are obliged to develop under this Agreement or in connection with Your participation in the Program such that the Integrated Solutions are in whole or in part the proprietary content of Blue Prism, Blue Prism hereby provides You with a revocable, non-exclusive, terminable, royalty-free license to such proprietary content within the Integrated Solutions to exploit in accordance with your obligations under this Agreement or in connection with Your participation in the Program and/or to use, copy and reproduce the proprietary content of Blue Prism solely within and as part of such Integrated Solutions. Nothing in the aforesaid transfers any rights or responsibilities from you to Blue Prism in respect of Integrated Solutions You are obliged to develop under this Agreement or in connection with Your participation in the Program including those under Clause 7.

**10. Trademark Usage** Pursuant to the terms and conditions of this Agreement, (1) during the term of this Agreement, solely with respect to Your participation in the Program and the marketing of Integrated Solutions, Blue Prism grants You the non-exclusive terminable right and license to use the trade names, trademarks, signs or logos which may be provided to You by Blue Prism in the Program Guide according to Your membership level in the Program (collectively, the "**Blue Prism Marks**"). You agree to abide by all Blue Prism trademark and brand guidelines set out in the Program Guide; and (2) You grant to Blue Prism the non-exclusive, terminable right and license to utilize Your trade names, trademarks, and logos (collectively, the "**Your Marks**") during the term of this Agreement for the purpose of representing You as a participant in the TAP Program and the marketing of Integrated Solutions. You and Blue Prism each reserve the right to modify or replace their respective Blue Prism Marks or Your Marks (the "**Marks**"), or the usage guidelines applicable for the Marks, and to specify one or more countries or jurisdictions where the Marks may not be used. Upon written

notice from the other party, each party shall promptly cease using all non-complying materials and make all changes necessary to bring its materials into compliance with any new or modified Marks and any new or modified usage guidelines. For the avoidance of doubt neither party has paid any consideration for the use of the other party's trademarks, logos, copyright, trade names or designations, and nothing contained in this Agreement shall grant either party any interest in any of them. You agree that You will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any Blue Prism Marks (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in Blue Prism Products, trade names or trademarks). You agree to use reasonable efforts to protect Blue Prism's proprietary rights and to reasonably cooperate in Blue Prism's efforts to protect its proprietary rights. You agree to promptly notify Blue Prism of any known or suspected infringement of Blue Prism's proprietary rights.

**11. Indemnification** You hereby agree to defend and hold Blue Prism harmless from and against any and all third-party claims, suits, or proceedings arising out of: (i) infringement by You of a third party intellectual property right arising from Blue Prism's use, copying, or distribution of Your Products, the Integrated Solution, the Demonstration Software or any other software provided to Blue Prism by You under this Agreement; provided, however that any such use, copying or distribution is in compliance with this Agreement (ii) Blue Prism's use in compliance with this Agreement of Your marketing materials or Marks, including without limitation, any claim of infringement of any copyright, trademark or similar right by such items, or (iii) any unauthorized representation, warranty or other commitment, claim or guarantee made by You or any of your agents, officers, directors, or employees on behalf of Blue Prism or with respect to Blue Prism's products or services. You shall indemnify Blue Prism for all damages, costs and expenses (including reasonable legal fees) finally awarded against Blue Prism by a court of competent jurisdiction (or settlements You agree to in writing) directly attributable to a claim, suit, or proceeding under this [Section 11](#).

**12. Disclaimer of Warranties** Blue Prism makes no express or implied warranties of any kind regarding the Program or benefits provided to You under the Program and specifically disclaims all warranties whether express, implied or statutory, including warranties of title, merchantability, fitness for a particular purpose, performance, accuracy and reliability.

**13. Term and Termination** This Agreement begins on the Effective Date and unless terminated earlier as provided herein, will continue in effect for an initial term of one (1) year, and will then automatically renew on the then-current terms and conditions (including the then-current Program Guide) for subsequent one (1) year terms, unless (i) either party provides the other party with notice of non-renewal at least thirty (30) days prior to the then-current Agreement expiration date or (ii) You fail to pay the applicable annual Program fees within twenty-one (21) days after the payment due date. Either party may terminate this Agreement at any time with or without cause upon thirty (30) days' written notice. Blue Prism may also terminate this Agreement immediately by written notice to You, with such termination to be effective immediately, if (iii) You merge, are acquired or otherwise undergo a change in control to a competitor of Blue Prism, or You attempt to assign any of Your rights or delegate any of Your obligations under this Agreement without Blue Prism's prior written consent; and/or (iv)

if Blue Prism reasonably believes that You have disparaged or made any misrepresentations about Blue Prism or its affiliates or subsidiaries or about any Blue Prism Product or service, or this Agreement. In the event of any expiration or termination of this Agreement, (a) all rights and licenses granted to You under this Agreement (including the Program Guide), including any licenses to Blue Prism Products acquired hereunder, will terminate immediately, (b) the following Clauses will survive: 9 (Intellectual Property), 10 (Trademark Usage), 11 (Indemnification), 12 (Disclaimer of Warranties), 13 (Term and Termination), 14 (Limitation of Liability), 15 (Confidential Information), 16 (Feedback), 19 (Relationship), 21 (Law and Jurisdiction), and 22 (General). Each party acknowledges that it shall not rely on this Agreement being extended or renewed. Neither party will be liable for and waives any right it may have to severance payments or other damages or costs of any nature arising from the expiration or termination of this Agreement under any applicable local law or otherwise. Any Demonstration Software or related materials in a receiving party's possession shall be destroyed or returned to the licensing party at the licensing party's written request upon termination of this Agreement.

#### **14. Liability.**

**14.1 Inclusions.** SUBJECT TO THE EXCEPTIONS INDICATED IN SECTION 14.4, THE LIABILITY CAP IN SECTION 14.2 AND THE LIABILITY LIMITATION IN SECTION 14.3 BOTH APPLY WHETHER AN ACTION IS IN CONTRACT OR IN TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**14.2 Liability Cap.** NEITHER PARTY SHALL INCUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT THAT EXCEEDS TEN THOUSAND UNITED STATES DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

**14.3 Liability Limitations.** NEITHER PARTY WILL IN ANY EVENT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT 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. WE SHALL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY YOU (OR ANY PERSON CLAIMING UNDER OR THROUGH YOU) UNLESS THEY RESULTED SOLELY FROM OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

**14.4 Exceptions to Cap and Limitations.** NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES YOUR LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION, FOR INFRINGEMENT BY YOU OF OUR INTELLECTUAL PROPERTY RIGHTS, FOR YOUR BREACH OF ANY RESTRICTIONS ON USE SET OUT IN THIS AGREEMENT, FOR YOUR INDEMNIFICATION OBLIGATIONS, FOR YOUR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR FOR ANY LIABILITY WHICH CANNOT

LAWFULLY BE EXCLUDED OR LIMITED.

**15 Confidential Information** In the course of this Agreement, either party and/or its affiliates may disclose to the other party trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to software, documentation, customer information, pricing, data regarding business practices, intellectual property, technical information, ideas, documentation, know how, and processes. All Confidential Information shall remain the sole property of the disclosing party. Each party agrees that all Confidential Information of the other party will be held in confidence and will not be disclosed to any third party other than an affiliate, in the case of Blue Prism, without the express written consent of the disclosing party. The provisions of this section shall not apply to any information or materials: (a) which become a matter of public knowledge through no fault of the receiving party; (b) which was in the possession of, or known by, the receiving party prior to its receipt from the disclosing party; (c) which are rightfully disclosed to the receiving party by another person not in violation of the proprietary or other rights of the disclosing party; (d) which are independently developed by the receiving party, or (e) is required to be disclosed by law, provided that the party required to make such disclosure shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. Upon the disclosing party's request, all Confidential Information of that party will be returned or destroyed and the receiving party will provide certification of such destruction in writing. Each party acknowledges that the above-described Confidential Information is claimed to be a valuable, special, and unique asset of the party disclosing the information and monetary damages may not be sufficient should there be any breach of this Agreement. Therefore, the disclosing party shall also be entitled to seek an injunction from a court of competent jurisdiction for the purpose of stopping or preventing any existing or anticipated breach of this Agreement, in addition to any other remedies at law. The terms and conditions of this section shall survive the expiration and any termination of this Agreement.

**16 Feedback** To the extent You provide to Blue Prism any suggestions, ideas, modifications, feedback, error identifications or other information related to the Blue Prism Products or in respect of the Program ("Feedback"), You hereby grant to Blue Prism a fully paid-up, irrevocable, perpetual, worldwide, nonexclusive license, with right to grant sublicenses, to use such Feedback to improve the Blue Prism Products and the Program and to use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute such products and services.

**17 Expenses and Revenue Sharing** Except as otherwise agreed in writing by the parties, each party will bear its own expenses in exercising its rights or performing its obligations under this Agreement. For the avoidance of doubt, neither party will have any obligation to pay any revenue share, commission or referral fees to the other for any reason under this Agreement, including for referrals or other assistance provided under this Agreement, unless otherwise agreed by the parties in a separate, mutually executed agreement.

**18 No Endorsements** Unless otherwise expressly authorized by Blue Prism in writing, You shall not, and shall ensure that Your employees, contractors, and agents shall not, purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements to anyone (i) on behalf of Blue Prism or any of its affiliates

or (ii) regarding any Blue Prism Products services or technology. Blue Prism does not, and is not obligated to, endorse, warrant or guarantee Your Products or Your Integrated Solutions. Unless mutually agreed by the parties in writing, You shall not state or imply that either Your Products or Your Integrated Solutions have been developed, endorsed, certified, tested, reviewed or otherwise approved by Blue Prism.

**19 Relationship** Each party hereby acknowledges that the rights granted under this Agreement are non-exclusive, and that either party is free to enter into similar agreements and/or arrangements with third parties. Nothing in this Agreement will be construed as to preclude either party from developing, using, marketing or otherwise exploiting products, services, hardware, software or other intellectual property that may be competitive with the other party, provided that the other party does not use or reference any confidential information or intellectual property of the other party in such activities. Each party further acknowledges and understands that notwithstanding anything in this Agreement to the contrary, or any terms used (including, for example, the use of the term "TAP Partner"), You are and shall remain an independent contractor and the Program in no way creates a partnership, joint venture or alliance between You and Blue Prism or any joint liability. Neither party has, nor represents that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name for any purpose whatsoever.

**20 Notices** Any notice or written communication given under or in relation to this Agreement shall be given in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent by special delivery post (in which case it shall be deemed to have been given on the second day after posting) to the other party at its address as previously notified to the sending party in writing, or by email (in which case it shall be deemed to have been given when sent, unless a mail non-delivery notification has been received by the sender).

**21 Law and Jurisdiction** (i) IF YOU ARE SITUATED OUTSIDE THE USA OR CANADA: This Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and each party hereby accepts the exclusive jurisdiction of the English courts. Save where expressly stated otherwise, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. (ii) IF YOU ARE SITUATED IN THE USA OR CANADA: This 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 each party hereby accepts the exclusive jurisdiction of the courts located in New York, New York. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. To the maximum extent permitted by the 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. 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. If any

legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs. For this purpose, "expenses" include, without limitation, court or other proceeding costs, and experts' and attorneys' fees and their expenses. 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. If this Agreement is entered into in the Province of Quebec, Canada 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.*

**22 Non-Solicitation.** During the term of this Agreement and for six (6) months afterwards, neither party may solicit any employee of the other who is or has been engaged in the relationship governed by this Agreement, 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.

**23 General** Blue Prism shall be entitled to subcontract any of its obligations under this Agreement to affiliates or to a third party without prior written consent provided always that Blue Prism shall remain primarily responsible for the acts or omissions of any such third party under this Agreement. You may not assign, transfer, mortgage, charge, sub-contract, sub-license or otherwise dispose of the whole or any part of this Agreement without the prior written consent of Blue Prism. The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege. The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement 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. This Agreement contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation, undertaking or promise shall be understood to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement. Each party acknowledges and accepts that, in entering into this Agreement, it has not relied upon any representation, undertaking or promise except as set out herein. No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.