

SS&C|Blue Prism Terms of Use Addendum for Subscription Services

This SS&C|Blue Prism Terms of Use Addendum for Subscription Services (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 Blue Prism Cloud Services, subscription services and/or other hosted services governed by it as specified at <http://portal.blueprism.com/agreements> (“**Subscription Services**”). 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 the Subscription Services 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 your Product 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. **Access and Use.** Subject to the terms and conditions of your Agreement, we grant you and your Affiliates a limited, nonexclusive, nontransferable right to access and use the Product(s), through your Authorized Users, up to the quantities and for the Term indicated 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 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. You may access 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. **Authorized Users.** You may permit Authorized Users to access and use the Product and Documentation, provided you are responsible for: (i) specifying the level of access to the Product for each Authorized User, (ii) ensuring all Authorized Users use the Product and Documentation only in support of your internal business, (iii) any unauthorized use of the Product or any breach of the terms of your Product Agreement by an Authorized User, including any misuse of Credentials.

2. **Acceptable use.** The acceptable use policy for the Product, as updated from time to time and made available by us to you at <https://portal.blueprism.com/agreements> or such other location as may be notified to you from time to time, is incorporated into this Addendum by this reference (“**Acceptable Use Policy**”). You agree to abide by the Acceptable Use Policy in your use of the Product. You agree to report any known or suspected misuse of the Product to us. We have the right to monitor your use of the Product to verify your compliance with the Agreement, including the Acceptable Use Policy, at any time. If we believe that you are using the Product in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, take such action as we consider appropriate, including terminating your right to use the Product.

3. **Product Warranty and Remedy.** We warrant that the Product provided to you under this Addendum will, in all material respects, have the functionality described in its Documentation. If the Product fails to perform as warranted in this Addendum, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to restore the non-conforming Product so that it conforms to the warranty, or (ii) if such restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Product and refund any prepaid amounts received by us for such Product on a pro-rata basis for the remainder of the Term.

4. Availability and security

- a. **Availability.** Where your Order is for a Product with an applicable Service Level Agreement (“**SLA**”), such SLA is incorporated into this Addendum by this reference. We will make that Product available to you in accordance with any applicable SLA for that Product (excepting operational requirements such as regularly scheduled maintenance and security downtime). While we will use commercially reasonable efforts to minimize downtime, we are unable to guarantee 100% uptime.
- b. **Security program.** We maintain a formal security program that is designed to protect against threats or hazards to the security of the Product and prevent unauthorized access to the Product. Our third-party managed cloud service providers which host the Product for purposes of providing you with access and use of the Product (i) implement and maintain a security program that complies with ISO 27001 or a substantially similar standard (if any) and (ii) have the adequacy of their security measures annually verified by independent auditors. The Product (i) employs firewalls and anti-malware and the corresponding management processes designed to protect service delivery from malware and (ii) is operated under a security governance model aligned with ISO 27001. You acknowledge that no security measures guarantee absolute security of Customer Data, and we are unable to and do not warrant Customer Data will remain completely secure. We will notify you promptly in accordance with applicable law if we become aware of unauthorized access to your Customer Data held within the Product. This Section 4b. contains our entire obligation regarding security of the Product.
- c. **Updates.** We may introduce new or additional services at any time. We will make available to you any additional terms applicable to such new or enhanced services in advance. We may update or modify the Product at any time without materially degrading its functionality or security features. If we need to materially degrade the functionality or discontinue any Product, such as to meet any legal requirements, we will endeavour to notify you of any such material degradation of functionality or the discontinuation of the Product at least 90 days prior to the change effective date specified in the notice and you may terminate the degrading Product with written notice 30 days prior to the change effective date. If you choose to terminate your subscription to the Product as permitted in this Section 4(c) or if we discontinue a Product, we will provide a pro-rata refund of any prepaid fees received by us in respect of such Product for the period following termination until the end of the then-current Term. We do not maintain and are unable to offer prior versions of a Product.

5. Data and privacy

- a. You are solely responsible for the content and accuracy of all Customer Data. You acknowledge the Product is provided as a tool which you configure and connect to your or third-party software, applications, materials and/or services, and is not designed for use as a hosting or storage service. You accept full responsibility for any Customer Data which you transmit, provide or store in connection with the Product. We do not assume any obligations with respect to Customer Data or your use of the Product other than as expressly set forth in this Addendum or as required by applicable law. While not an obligation, we recommend you obtain appropriate insurance to protect Customer Data as good business practice.
- b. The privacy policy available at: <https://www.blueprism.com/privacy-policy/> ("Privacy Policy") describes how we use personal data you and your Authorized Users provide to us. You are responsible for providing any legally required information to individuals, such as information about the personal data you provide to us in connection with the Product, and you may provide individuals with the Privacy Policy.
- c. You grant us a licence to use, copy, transmit, store, modify and analyse all data, including Customer Data, you submit to us in connection with your configuration and use of the Product, including personal data of yourself and others, solely to: enable us to provide the Product to you; enable you to use the Product; permit us to improve, develop and protect the Product; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing communication preferences. Any use of personal data remains subject to the Privacy Policy.
- d. We may create anonymised and aggregated statistical data from your usage of the Product. We may use such anonymised and aggregated data for our own purposes, such as to provide, develop and improve the Product, to develop new services or products, to identify usage trends, and for other uses we communicate to you in advance. This Section 5d remains subject to the Privacy Policy.
- e. We will not: (i) sell; or (ii) retain, use or disclose (except, in each case, as necessary to perform the business purpose and the Product in accordance with this Addendum), any personal information relating to consumers provided by you to us in your use of the Product. Our obligations under this Section 5 are subject to you giving us prior notice, in the applicable Order or in writing to privacy@blueprism.com, that you will provide us with any such personal information. For the purpose of this Section 5, the terms "business purpose", "consumer", "personal information" and "sell" have the meaning given to them in the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (known as the CCPA).
- f. If you are: (i) located in the UK or the European Economic Area (EEA); (ii) entering in this Addendum with an SS&C entity in the UK or EEA; and/or (iii) using the Product to process personal data that is subject to UK or EEA data protection laws, as indicated by you in the applicable Order or in writing to privacy@blueprism.com, the Subscription Services Data Processing Addendum (available at <https://portal.blueprism.com/agreements>) is deemed incorporated into this Addendum and shall apply to the extent we process such personal data as a processor in connection with your use of the Product. For the purposes of Section 5(f)(iii), you are responsible for indicating if you are using the Product to process personal data that is subject to UK or EEA data protection laws in the applicable Order or in writing to privacy@blueprism.com.

6. Return and deletion of data. Prior to termination or expiration of the Term for any reason, you may request in writing to make Customer Data held within the Product available for download. After termination or expiration of the Term we will have no obligations to maintain Customer Data, and may delete or destroy any Customer Data, unless prohibited by applicable law or government order. If requested, we may provide additional services to facilitate your post-termination transition at our then-current professional services rate pursuant to a SOW. In addition, upon termination or expiration of your subscription, you will immediately return to us or destroy, at our option, all our Confidential Information and certify in writing that you have done so.

7. Changes. We reserve the right to update the terms of this Addendum, including the documents incorporated by reference into it, at any time. If we make any material changes to this Addendum, we will give you prior notice, whether by email or by posting a notice in the Product. Unless a change to this Addendum is required by law or is as a result of changes made by the third-party managed cloud service providers which host the Product, in which case it will take effect in accordance with the notice, any changes to this Addendum will apply to you only after the end of your current Term.

8. 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.