

SS&C|Blue Prism Cloud, Next Generation and other hosted services Service Level Agreement

This Service Level Agreement (“SLA”) applies to our provision of Subscription Services for Blue Prism Cloud Digital Workers and other Blue Prism hosted services. We may update this SLA from time to time. The current version of the SLA is published at <http://portal.blueprism.com/agreements>.

Exclusions: The Chorus Business Process Management and Document Automation Products have their own Product-specific service level agreements, and this SLA does not apply to them. This SLA does not apply to any prototype, beta, early access or other pre-production release; to any development or other non-production environment; or to any free-of-charge Product.

1. Definitions

Capitalized terms not defined in this SLA shall have the same meaning as in your Agreement. The following defined terms apply in this SLA:

Actual Uptime – The result of the calculation set out in paragraph 2 of this SLA, expressed as a percentage.

Agreement – The agreement under which we agree to provide a Subscription Services Product to you.

Available – The Product is live and, in the case of Blue Prism Cloud Digital Workers, any Digital Worker is able to process automations.

Blue Prism, us, we, our – The SS&C|Blue Prism entity or affiliated entity that is party to the Agreement.

Covered Product – Blue Prism Cloud Digital Workers and any other Subscription Services Products for which it is expressly specified in the relevant Agreement that the provisions of this SLA relating to Service Credits shall apply.

Customer, you, your – The Customer organization that is party to the Agreement with Blue Prism.

Emergency Maintenance – Application of patches or updates or other actions reasonably necessary to resolve a critical issue affecting the Product or to address an urgent security issue.

Relevant Charges – the monthly fees received by Blue Prism for the relevant Covered Product for the month in respect of which a Service Credit is being claimed. Where fees are charged on a basis otherwise than monthly, they shall be pro-rated to the relevant month.

Scheduled Downtime – Any period during which the Product is not Available to allow for planned maintenance. Periods of scheduled maintenance will be notified in advance.

Scheduled Uptime – The total minutes in the relevant month less the total number of minutes of Scheduled Downtime for that month.

Service Credit – a credit against Relevant Charges that is calculated and applied in accordance with this SLA.

Unscheduled Downtime – The total minutes during the relevant month during which the Product is not Available outside of Scheduled Downtime, excluding any period of time during which the Product is not available due to: time reasonably required for Emergency Maintenance; your actions or omissions or those of your Authorized Users; failure of equipment, software or services for which you or a third party (other than our sub-contractor) are responsible, including failure of internet connectivity; or any event of Force Majeure under the Agreement.

2. Availability SLA

We will make commercially reasonable efforts to ensure that Actual Uptime of the Subscription Service for each calendar month is not less than 99.9% of Scheduled Uptime. For the purposes of this SLA, Actual Uptime shall be calculated as follows and expressed as a percentage:

$$\text{Actual Uptime} = \frac{(\text{Scheduled Uptime} - \text{Unscheduled Downtime})}{\text{Scheduled Uptime}}$$

Where we provide you with more than one Subscription Services Product to which this SLA applies, the SLA is calculated separately for each Product.

3. Service Credits

Where Actual Uptime for a Covered Product in a month is less than 99.9% of Scheduled Uptime, you may be entitled to claim a Service Credit. The amount of the Service Credit is calculated as 1% of the Relevant Charges for each half percentage point by which Actual Uptime falls below Scheduled Uptime, up to a maximum Service Credit of 5% of Relevant Charges for the affected month.

Service Credits must be claimed by submitting a request no later than the end of the month following the month in respect of which the Service Credit is being claimed. We will assess any claim made to verify eligibility for a Service Credit and will inform you as soon as reasonably practicable as to whether the claim has been accepted. Service Credits are not available where, at the time the claim is submitted, you have an overdue balance in respect of any fees invoiced by Blue Prism.

We will apply any approved Service Credit against future invoices for the relevant Covered Product. Service Credits are not transferable and no cash refunds will be made in respect of them. You may not set off a Service Credit against any other amount owing to us. Where a Customer has purchased a Covered Product through an authorised Blue Prism reseller, any Service Credit will be applied to the invoice(s) issued by Blue Prism to that reseller and the reseller is responsible for providing onward credit to the Customer.

You acknowledge that the Service Credits set out in this SLA are your sole and exclusive remedy in respect of any failure to achieve the Availability SLA for a Covered Product.