

## BLUE PRISM ONLINE SERVICES TERMS

### 1. What these Online Services Terms cover

- 1.1 Welcome to Blue Prism's online services, which include our customer and partner portals and our Digital Exchange. Our "**Digital Exchange**" is a platform that allows users to: (a) share, browse and download code, configurations and documentation that extend and support our enterprise RPA platform and digital workforce; and (b) display and review descriptions and screenshots for shared code, configurations and documentation. In these terms, we will refer to (a) and (b) together as "**Assets**". The online services also allow content (including but not limited to Assets, feedback, ideas, suggestions or commentary on forums provided by us) to be shared by users of the online services ("**Content**").
- 1.2 These Online Services Terms apply if you register for our online services. Please read these Online Services Terms carefully before you use our online services. If you register in the name of a company or other organization, you are accepting these terms on that entity's behalf. If you register in your own name, you are personally accepting these terms. The information you provide when you register for the online services must be true and accurate. If you are unable to accept these terms on that basis, you must not access or use the online services.
- 1.3 These Online Services Terms supplement and do not change or override the terms of any licenses or other agreements between you and us, including but not limited to the general terms and conditions for using the Blue Prism website found here <http://www.blueprism.com/terms>. If you download Assets from the Digital Exchange, then you also accept our Payment Terms and the Asset Terms (each defined below).
- 1.4 You acknowledge that all information to which you gain access as a result of agreeing these Online Services Terms (whether on the customer portal, the partner portal, or the Digital Exchange) is confidential to us, and that you will keep such information confidential and refrain from misusing or divulging it to any third party. If there is a non-disclosure agreement ("**NDA**") in place between us, we acknowledge and agree that the terms of such NDA supersede the preceding sentence. We will process any personal data relating to individuals in accordance with our privacy policy at <https://www.blueprism.com/privacy-policy>.

### 2. About us

- 2.1 We are Blue Prism Limited, and our address is 2 Cinnamon Park, Crab Lane, Warrington, WA2 0XP in the United Kingdom. Our company registration number is 4260035.
- 2.2 You can contact us by telephoning our customer service team at +44 (0) 330 321 0055 or by writing to us at [info@blueprism.com](mailto:info@blueprism.com) or the postal address above. You must send legal notices to [legal.notices@blueprism.com](mailto:legal.notices@blueprism.com). We will send our legal notices to the email address you provided when you registered for the online services.
- 2.3 If we have to contact you, we will call you or write to using the contact details you provided to us in your order. Our use of the words "write", "writing" or "written" in these Online Service Terms includes communication by email.

### 3. We give you permission to use the Online Services under certain conditions

- 3.1 You must comply with all laws and regulations that apply to you and the entity you represent (if applicable), including those relating to the use of Assets or information you upload to, or obtain from, our online services.
- 3.2 You must keep your login details for the online services secure and confidential. You will be responsible for all activities on the online services using your login details. If you believe someone else may know your login details, you must notify us immediately.

- 3.3 You promise that, for as long as you use the Digital Exchange:
- 3.3.1 you, and the entity you represent, if applicable, are not engaged in: (a) activities prohibited by export control regulation (including but not limited to the U.S. International Traffic in Arms Regulations); (b) the development of nuclear facilities; (c) conventional, chemical, biological, or nuclear weapons; (d) rocket, missile or unmanned aircraft systems; (e) terrorist activities; or (f) the provision of safety critical systems ("**Prohibited Activities**");
  - 3.3.2 you, and the entity you represent, if applicable, will not use, transfer, or permit the transfer of, any Asset or information obtained via the Digital Exchange for or to any person or entity engaged in Prohibited Activities, including the design or development of defense articles or the provision of defense services;
  - 3.3.3 neither you, nor the entity you represent, if applicable, are a resident of or organized under the laws of Cuba, Crimea, Iran, North Korea, Syria, or Sudan (the "**Embargoed Territories**"). Neither you, nor the entity you represent, if applicable, will transfer or permit the transfer of the Assets or information obtained via the Digital Exchange to the Embargoed Territories or to any location prohibited by U.S., English, or other applicable law;
  - 3.3.4 neither you, nor the entity you represent, if applicable, are, or are owned or controlled by, a person that is the subject of any sanctions administered or enforced by any relevant sanctions authority including, but not limited to, the Office of Foreign Asset Control of the U.S. Department of Treasury; and
  - 3.3.5 neither you, nor the entity you represent, if applicable, will transfer or permit the transfer of any Asset or information obtained via the Digital Exchange, to any person who is, or who is owned or controlled by, a person that is the subject of any sanctions administered or enforced by any relevant sanctions authority including, but not limited to, the Office of Foreign Asset Control of the U.S. Department of Treasury.
- 3.4 If you break any of your promises in this section 3, you will protect us from the consequences. That means you will defend us against a claim that someone else may bring against us and reimburse us for any costs or damages that we incur.
- 3.5 The online services remain the property of Blue Prism, and the Content (including the Assets) remains the property of the Contributor (defined below). No intellectual property rights are assigned under these Online Service Terms.
- 4. Downloading from the Digital Exchange and your license to use Assets**
- 4.1 You have our permission to use the Digital Exchange to browse through the Assets provided by other people (each, a "**Contributor**"). If you download an Asset, we may tell the Contributor you have downloaded it.
  - 4.2 You may download paid or free Assets using the Online Services on the terms set by the Contributor of those Assets, which are specified on the product page for the Asset (the "**Asset Terms**"). The license to an Asset is not granted by us under these Online Service Terms, but by the Contributor under the Asset Terms. Unless the Asset page states explicitly that we created an Asset, the license will not be granted by us. If you pay for use of an Asset through the Digital Exchange, additional terms will apply and will be provided to you before you complete your purchase (our "**Payment Terms**"). By downloading an Asset, you agree to be bound by the Asset Terms.
  - 4.3 Unless we state that we are the Contributor of an Asset explicitly, we are not responsible for it nor for any corresponding descriptions or screenshots that may appear in connection with it on the Digital Exchange. We are not making any promises about the Digital Exchange or the Assets, even if we created, reviewed or

certified them. We are not responsible for supporting any Assets without a specific 'Blue Prism-supported' designation.

- 4.4 Descriptions and screenshots are indicative only of an Asset's existing or future functionality or performance, and you should not rely on them. Except as provided in the Payment Terms (if they apply), you bear all risks associated with your use of an Asset. If you have any questions or complaints about the Asset, please contact the Contributor of the Asset using the contact details set out on the Asset page.

## **5. Sharing your Assets on the Digital Exchange**

- 5.1 If you submit an Asset for sharing on the Digital Exchange you will be a Contributor, and you agree that other users of our Digital Exchange (the "**Community**") may browse, download or use them. Your Assets will be subject to our review, approval, or certification and you agree that we may make those Assets available to the Community on your behalf on the Asset Terms you select.

- 5.2 You must be entitled to license your Asset to us and to the Community on the Asset Terms you select. You promise that our hosting and sharing your Asset on the Digital Exchange, and the Community's use of such Asset (under the Asset Terms), will not infringe any intellectual property rights or other rights (for example, copyright, trademarks, patents, trade secrets, or confidentiality). You shall ensure that your Asset does not make available (to you or anyone else) data or confidential information belonging to or about any person unless: (i) that is an obvious and clearly documented function of your Asset; and (ii) there are appropriate provisions in the Asset Terms to ensure compliance with applicable law. You shall ensure your Asset does not contain any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer.

- 5.3 To upload your Asset to the Digital Exchange, we will ask you to complete a questionnaire about each Asset. You certify that the information you provide is complete and accurate, and will remain so for as long as you make your Asset available on the Digital Exchange. If your answers to the questionnaire cease to be accurate or change, you must immediately tell us or remove your Asset from the Digital Exchange.

- 5.4 We will ask you to choose which license to apply to your Asset for download from the Digital Exchange. For software, you may choose either the GNU General Public License (GPL) version 2 or any later version, or the MIT License. For documentation, descriptions, and screenshots (and the like), you may use the Creative Commons Attribution-ShareAlike (CC-BY-SA) 3.0 License.

- 5.5 You shall defend us upon request, and indemnify us, against any loss, damage, or expense that we (or our affiliates) suffer or incur arising out of any claim, investigation, or proceeding brought by a third party in connection with your breach of paragraphs 5.2 or 5.3 above. This includes (without limitation) those brought by government agencies, law enforcement, and regulators. You shall provide all co-operation we may request in relation to responding to any such claim, investigation, or proceeding.

- 5.6 As a Contributor, you must abide by the Asset Terms. For example, if you decide to make your Asset available under the GNU GPL, you must provide us with complete source code for that Asset so that we can offer it to the Community when we make your Asset available. If you do not want to disclose the complete source code, then you must not choose the GNU GPL.

- 5.7 You agree not to hold us responsible if someone in the Community misuses your Assets. You grant the license directly and, if you want to enforce your rights under the Asset Terms, you must bring a claim against the Community member yourself.

## **6. Off-service licensing**

- 6.1 If you do not wish to license your Asset through the Digital Exchange, we will instead allow you to display a hyperlink to your Asset if the download for that Asset is hosted outside the Digital Exchange.

- 6.2 You may choose to dual license your Asset, sharing them in the Digital Exchange under the Asset Terms, whilst also making it available for download outside the Digital Exchange under different license terms.
- 6.3 You must be clear and transparent about any charges you impose on anyone downloading or using any Asset you host outside the Digital Exchange, or for providing any support or complementary services.
- 6.4 You may charge members of the Community for downloading your Asset from a location outside the Digital Exchange. You may charge the Community members for providing support for a downloaded Asset or other complementary services under a separate contract between you and them.

## **7. Sharing Content**

- 7.1 We have no obligation to monitor or moderate Content. However, we reserve the right to review Content and monitor all use of the online services, and we may remove any Content at our sole discretion without informing you first.
- 7.2 Other than the details submitted to create your user account or download Assets, we do not want to receive confidential information from you via or in connection with the online services. Anything that you provide in connection with sharing Content shall not be considered confidential information, and shall be treated by us on a non-confidential and unrestricted basis.
- 7.3 By sharing Content other than your Assets, you grant us a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sub-licensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute that Content for any purpose and in any form, medium, or technology now known or later developed. For Content other than your Assets, this includes, without limitation, the right to incorporate or implement that Content into any of our products or services, and to display, market, sublicense and distribute that Content as incorporated or embedded in any product or service we distribute or offer without compensation to you.
- 7.4 You agree that you will only share Content that you have the right to share and to grant to us all of the rights set out at paragraph 7.3. You confirm that our exercise of the rights granted pursuant to paragraph 7.3 will not infringe or otherwise breach any third party rights; and that all moral rights in that Content have been waived to the fullest extent allowed by law.
- 7.5 You are entirely responsible for your Content, and agree not to include in Content anything that: (i) is false or misleading; (ii) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (iii) invades another's privacy or includes another's confidential, sensitive or personal information; (iv) promotes bigotry, racism, hatred or harm against any group or individual; (v) is offensive, obscene or not in good taste; (vi) breaches or infringes or promotes the breach or infringement of another's rights, including intellectual property rights; (vii) breaches or promotes the breach of any applicable laws or regulations (including export controls).
- 7.6 You shall defend us upon request, and indemnify us, against any loss, damage, or expense that we (or our affiliates) suffer or incur arising out of any claim, investigation, or proceeding brought by a third party in connection with your breach of paragraphs 7.4 or 7.5 above. This includes (without limitation) those brought by government agencies, law enforcement, and regulators. You shall provide all co-operation we may request in relation to responding to any such claim, investigation, or proceeding.
- 7.7 You must not use any of our trade marks or branding without our express written permission. Any use you do make of our trade marks or branding must comply with our branding guidelines. You must not reuse any trade marks or branding that are owned by other members of the Community without obtaining express permission from the relevant owners.

7.8 You shall not include in any Content (other than Assets) any executable code, or code capable of compilation. Other than the provision of Assets, you must not include in any Content any solicitation of funds, any goods or services, or promote or advertise any goods or services.

7.9 We will identify you when you contribute Content, and give your contact details. If at any time you change your mind about being identified on the Digital Exchange, please email [dx@blueprism.com](mailto:dx@blueprism.com) and we will remove your content details and Content from the Digital Exchange, although we will still identify you for someone if we believe we are required to do so by law.

## 8. Use of Forums

8.1 Forums are provided as a convenience to the Community and we are not obliged to provide any technical support for, or participate in, forums. While forums may include information regarding our products and services, including information from our employees, they are not an official customer support channel. You may use any forums we provide only for your personal, non-commercial purposes. You may not redistribute any Content provided on or through forums. You may not collect personal data about other users except where we expressly authorize it.

## 9. Process Discovery Tools

9.1 The tools we provide for process discovery (the “**Process Discovery Tools**”) are designed to be used by a process analyst or equivalent at a conversational level with an expert who understands the process. If you use the Process Discovery Tools you acknowledge that the output from the assessment is intended to inform your decisions and should not be read as an instruction to take action. We do not make any warranties or guarantees in respect of the accuracy of the output from the assessment, nor take responsibility for any decisions you may take as a result of the output from the assessment.

9.2 To access the Process Discovery Tools, you will need to create a user account. Your user account information will consist of your name and the email address, company information and job title that you provide to us. This Personal Information will be used to facilitate use of the Process Discovery Tools and to enhance your user experience, in accordance with the purposes of processing set out in our Privacy Policy. If there are multiple users with the same email domain name, which creates a Process Discovery group, the administrator and other members of the group will be able to view your user name and role in order to manage the group and co-ordinate tasks.

9.3 In addition to direct feedback you provide, we may use the data you input into the Process Discovery Tools to (a) improve the accuracy, quality and/or advance the features; (b) inform product development; and (c) improve the service we offer. The data analyzed by us will be anonymized and will not identify you or your login details. Titles and descriptions you choose to enter in the process profile may be seen by us. We therefore recommend the use of generic titles and descriptions. No data entered into the Process Discovery Tools will be made available publicly by us. By entering any data into the Process Discovery Tools, you agree to our use of such data as described here and you irrevocably waive any intellectual property rights in any development of the Process Discovery Tools that we may make based on your feedback or your use of it and you grant us an irrevocable, royalty-free, worldwide license to the same.

## 10. Private Assets

10.1 We offer a selective visibility service for your proprietary Assets that we call the “**Private Assets**” service for an annual prepaid fee. With Private Assets, you may make your proprietary Assets selectively visible only to users with a specified email domain. Accordingly, those Assets are available for download only by users associated with such domain. If your account is associated with the specified domain, your ability to view or download Assets may differ from what is generally available on the Digital Exchange.

10.2 If you are interested in the Private Assets service, please contact us at [dx@blueprism.com](mailto:dx@blueprism.com) to subscribe.

## **11. Fees**

- 11.1 No fees will be payable by you for sharing your Assets. We may charge for other online services (e.g., Enterprise DX) but we will tell you about any charges before you commit to receiving an online service from us.
- 11.2 No fees will be payable by us or by members of the Community for sharing, downloading or using the Content you submit via the online services.

## **12. Ending the online services**

- 12.1 The online services are provided on an 'as is' and 'as available' basis. We may end your access to the online services at any time, and will tell you if we do so. When we end your access, we will delete your account.
- 12.2 You may end your use of the online services by deleting your account and we reserve the right to remove your Assets from the Digital Exchange. However, your other Content may remain visible to the Community.
- 12.3 Deletion of your account will not affect any licenses you have already granted to the Community members for your Assets, nor any licenses granted to you.

## **13. Changing these terms**

- 13.1 We may change these Online Service Terms from time to time. Any changes will take effect 30 days after they are posted, and will apply to your use of the online services from then on but will not have retrospective effect. You should check regularly for changes to these terms.

## **14. Our liability**

- 14.1 We do not limit our liability where the law prevents us from doing so (for example, if we act fraudulently). Except as provided under the Payment Terms when they apply or the Asset Terms when we are the Contributor, and subject to the foregoing sentence, our liability in relation to your use of the online services will not exceed £50. We will not be responsible for any harm done to your profits, data or goodwill or if you waste your resources in connection with your use of the online services.

## **15. Transfer of rights**

- 15.1 We may transfer our rights under these Online Service Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Payment Terms. You may only transfer your rights under these Payment Terms to another person if we agree to this in writing.

## **16. Third parties**

- 16.1 These Online Service Terms apply between you and us. No other person has any rights under them.

## **17. Severance**

- 17.1 Each of the provisions of these Online Service Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **18. No waiver**

- 18.1 Even if we delay in enforcing our rights, we can still enforce them later. If we do not insist immediately that you do something you are required to do under these Online Service Terms, or if we delay in taking steps against you in respect of your breaking them, that will not mean that you do not have to do those things—it will not prevent us taking steps against you at a later date.

**19. Governing law and jurisdiction**

- 19.1 If you are accessing the online services from outside the USA or Canada: (i) English law governs these Online Service Terms and you can bring legal proceedings in the English courts; (ii) if you live in another country in the EEA, you can bring legal proceedings in the courts of your home country instead; and (iii) we can bring proceedings in the English courts, or the courts of your home country.
- 19.2 If you are accessing the online services from inside the USA or Canada, New York law governs these Online Service Terms and you and we can bring legal proceedings in the courts located in the State of New York.