

## BLUE PRISM ASSET PAYMENT TERMS

**What these Payment Terms cover:** These Payment Terms govern payment transactions for orders placed via the Digital Exchange for "**Assets**", which are digital content (such as code, configurations, and documentation) and services or subscriptions that extend and support our RPA platform and digital workforce. The terms applicable to your use of the particular Asset are the "**Asset Terms**". You can find the Asset Terms in the 'Licenses' section of the description of the Asset.

**Important notice:** We accept orders for Assets made available on the Digital Exchange, whether such Assets are offered by us or by third parties. In these Payment Terms, we refer to the publisher of the Asset as the "Contributor". Your use of any Asset is governed by the Asset Terms, which may be either an open source license or end user terms dictated by the Contributor, at the Contributor's option. In making third party Assets available to you, we are acting as the selling agent on behalf of the third party Contributor, and your rights in relation to the Assets shall be against such third party Contributor and not us. You can find details about the Contributor in the Asset Terms.

By placing an order, you confirm that you have read and accept these Payment Terms and the Asset Terms. Upon our acceptance of your order, a binding contract of sale will come into existence between you and the Contributor incorporating these Payment Terms and the Asset Terms. The Assets are intended for commercial enterprise use only and you may not use any portion of the Assets for any consumer or individual purposes. Therefore, you are placing an order for a company or other organization and you are accepting these Payment Terms and the Asset Terms on that entity's behalf. If you are unable to accept these terms on that basis, you must not complete this order.

If you are purchasing an Asset to resell to a third party end user, you hereby agree that you are an authorized partner and have a valid resale contract with us allowing you to resell third party Assets, and either (i) you have made the end user aware of the Asset Terms to which the end user must agree prior to using the Asset or (ii) you have a contractual relationship with the prospective end user such that you will flow down or pass through the Asset Terms in their entirety, forming a valid and binding contract between the end user and the Contributor.

These Payment Terms and the relevant Asset Terms supplement any other agreements between (i) you and us, including but not limited to the general terms and conditions for

using the Blue Prism website found [here](#), and (ii) you and the Contributor. In the event of any conflict between any other terms and these Payment Terms and the relevant Asset Terms, these Payment Terms and the relevant Asset Terms shall control. In the event of a conflict between these Payment Terms and the Asset Terms, the Asset Terms shall control.

We do not process your payment card details, and instead use a trusted and authorized payment services provider for this. For details on how we use your personal information, please see our [Privacy Policy](#), in particular, the section on **purchase transactions**.

**Prices and payment:** The price of the Asset (which may include sales tax (e.g., VAT) or other taxes for which you are responsible, "**Taxes**") will be the price indicated on the order page when you place your order. We take all reasonable care to ensure that the price of the Asset shown on our site is correct.

For digital content, you must pay for the Assets before you download them. For services and subscriptions, you must pay in advance for the period of service or subscription ordered.

If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. If you do not pay us by the due date and you still do not pay within seven days of our reminding you that payment is due, we may suspend supply of the Assets until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Asset. We will not suspend the Assets where you in good faith dispute the unpaid invoice. We will not charge you for the Assets during the period for which they are suspended. As well as suspending the supply, we can also charge you interest on your overdue payments.

**Delivery:** We will let you know how and when we will provide the Assets to you during the order process. If the Assets are ongoing services or a subscription, we will also tell you during the order process when and how you can end the service or subscription. Unless stated otherwise in the Asset Terms, Assets are delivered electronically. We will make the Asset available promptly after we accept your order. If Assets are ongoing services or a subscription, we will make them available until the service or subscription ends. For services that require scheduling, please contact the Contributor for further information.

**Changing your mind:** If you have ordered an Asset and wish to make a change to or cancel your purchase of the Asset, please refer to the Asset Terms or contact us. If a change or cancellation is possible, we will let you know about any changes to the price of the Asset, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. You do not have a right to change your mind in respect of digital goods that you have already started to download or stream, or services that have already been completed.

**Refunds:** If you are entitled to a refund, we will make it by the method you used for payment. Where the Asset is a service or subscription and you are eligible for a refund, we may deduct from any refund the amount for the supply of the service or subscription for the period for which it was supplied, ending with the time when your notice became effective, proportionate to what has been supplied in comparison with the full contractual commitment for the service or subscription. We will process your refund without undue delay, and in any event within 14 days.

**Our right to end the Payment Terms:** If you materially breach these Payment Terms or the Asset Terms, we may terminate these Payment Terms and your right to use the Assets and you will not be entitled to a refund of any sums you have paid. We may write to you to let you know that we are going to stop providing the Asset to you.

**Your rights:** The Contributor is under a legal duty to supply its Assets in conformity with these Payment Terms and the Asset Terms. Any express warranties provided by the Contributor will be included in the Asset Terms. If you have any questions or complaints about the Asset, please contact the Contributor at the details set out in the Asset Terms. If your losses result because of a problem with the Asset, your recourse will be against the Contributor. If the Asset causes you loss or damage, then the Asset Terms will govern your rights against the Contributor in relation to those losses. If you contact us in relation to an issue with an Asset, we will refer you to the Contributor so that you can resolve the issue directly with them. To the extent not prohibited by mandatory law: (i) we exclude all terms and obligations which would otherwise be implied into these Payment Terms and (ii) we exclude any statement not set out in these Payment Terms. We will not be held to statements made by third parties.

We do not limit our liability where the law prevents us from doing so (for example, if we act fraudulently or if our negligence causes death or personal injury). Except as provided under the Payment Terms or the Asset Terms when we are the Contributor, and subject to the foregoing sentence, our liability for any breach or non-performance of these Payment

Terms, no matter how fundamental (including by reason of our negligence) will not exceed £50. We will not be responsible for any loss that is not foreseeable, nor harm done to your profits, data or goodwill or if you waste your resources in connection with your use of the online services.

**Miscellaneous:** We may transfer our rights under these Payment 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 or entity if we agree to this in writing. Except where our obligations are explicitly outlined in these Payment Terms, they apply between you and the relevant Contributor. Because we are fulfilling parts of the contract on their behalf, we shall have the rights to enforce its terms as if we were a party to it. No other person has any rights under these Payment Terms. Each of the provisions of these Payment 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. 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 Payment 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. For example, if you miss a payment and we do not notify you but we continue to provide the Assets, we can still require you to make the payment at a later date. English law governs these Payment 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. Except with respect to payment obligations, neither party shall be liable to the other for any failure or delay in the performance of its obligations under these Payment Terms to the extent that such failure or delay arises due to an event outside that party's reasonable control.

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