

SINGLE OPPORTUNITY FULFILLMENT AGREEMENT

The terms and conditions of this Single Opportunity Fulfillment Agreement ("**Agreement**") apply to your appointment to resell the Blue Prism Products to the End User specified in the Order. "Blue Prism", "us", "we", or "our" refers to either Blue Prism Software, Inc. if you are in the Americas, or to Blue Prism Limited if you are located elsewhere, and also refers to the Blue Prism entity indicated in the Order. "you" or "your" refers to the counterparty to the Agreement and the Order with Blue Prism.

Definitions

"Affiliate" as to a party, any other person that directly or indirectly controls, or is controlled by or under common control with such entity, with 'control' as applied to any person being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such person.

"Blue Prism Cloud Services" the platform, software as a service and/or other on-line products or services we or our Affiliate(s) make available (a) to you, on the terms and conditions set forth in this Agreement, and/or (b) to End Users, on the terms and conditions set forth in the applicable terms of use.

"Blue Prism Products" means the Software, Blue Prism Cloud Services, and/or Support Services.

"Change of Control" a change in the ownership or control of either of us whereby the ultimate power to control or determine the direction of the management policies, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise is transferred.

"Confidential Information" any and all non-public information (whether oral, written or in some other tangible form) disclosed by one party (the "**Discloser**") to the other party (the "**Recipient**") or that is otherwise obtained by the Recipient under or in connection with this Agreement and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Discloser.

"Data Protection Legislation" means all privacy laws applicable to personal data processed under the Agreement, including where applicable, E.U. Data Protection Law.

"Discount" a discount of five percent (5%) from the List Price of the Software or the Blue Prism Cloud Services, as applicable.

"End User" the entity specified in the Order that you may resell the Blue Prism Products to.

"E.U. Data Protection Law" means: (a) the General Data Protection Regulation 2016/679 (the "GDPR"); (b) the EU e-Privacy Directive 2002/58/EC; and (c) any and all applicable national data protection laws made under or pursuant to (a) or (b), in each case as may be amended or superseded from time to time.

"EULA" the End User license agreement between the relevant Blue Prism entity and the end user of the Software.

"Intellectual Property" any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, code, specifications, diagrams, know-how, graphics, website navigation methods, HTML code, meta-tag structures, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof.

"List Price" the then-current standard price list for the Blue Prism Products.

"Order" means the order document (physical, electronic, or online) for the Blue Prism Products agreed by the parties and which shall be deemed to incorporate the terms and conditions of this Agreement.

"Software" the Blue Prism software products we or our Affiliates may make available: (a) to you, on the terms and conditions set forth in this Agreement, and/or (b) to End Users, on the terms and conditions set forth in an end user license agreement.

"Support Services" the maintenance and support services, if any, specified in the Order.

"Taxes" all taxes, levies, duties or similar governmental assessments, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction.

"Terms of Use (or TOU)" the terms of use between the relevant Blue Prism entity and the End User for use of Blue Prism Cloud Services.

1. Relationship of the Parties

1.1 You may provide a quote for the Blue Prism Products directly to the End User as part of your bid for a specific contract award from the End User (the "**Fulfillment Opportunity**"). During the Term, we will not submit a competing bid for the same Blue Prism Products provided for in the Fulfillment Opportunity to the End User. However, you acknowledge that our authorized resellers may submit competitive bids including such Blue Prism Products (without our proactive assistance) to the End User. Neither party is restricted from dealing with the End User in any matter other than the Fulfillment Opportunity, including selling products and services which are not contemplated by the Fulfillment Opportunity. If you decide to cease to engage the End User regarding the Fulfillment Opportunity, you will notify Blue Prism in writing and this Agreement will terminate upon receipt of such notice in accordance with Section 84.

1.2 If the End User awards you the contract for the Fulfillment Opportunity, you will (a) inform the End User that it is required to agree to the terms of the EULA or TOU, as applicable, and (b) make a current copy of, or provide a link to, the EULA or TOU, as applicable, prior to any use of the Software or Blue Prism Cloud Services by the End User.

1.3 You are not authorized to, and you warrant that you will not, provide Support Services or any other services in connection with the Software or Blue Prism Cloud Services (such as implementation or integration services) to the End User. If an End User requires integration or implementation services in connection with the Software or Blue Prism Cloud Services, then you will work with us or any of our certified partners that hold the relevant Blue Prism certification (each a "**Certified Blue Prism Delivery Partner**") to perform such integration or implementation services for the End User.

1.4 The parties will work together in good faith to ensure that their respective teaming activities will not result in an actual

or perceived conflict of interest with the End User ("**Conflict**"). The parties agree that any such unresolved Conflict may lead to a termination of this Agreement, as described in Section 8.5.

1.5 The Blue Prism Products for the Fulfillment Opportunity will be provided through a **Resale Transaction** (defined below), unless you or the End User specifically requests that we (or one of our authorized resellers) supply the Blue Prism Products directly to the End User.

1.6 You represent and warrant that you have no right to, and will not:

(a) copy, translate, reverse engineer, reverse assemble, modify, adapt, create derivative works of, decompile, merge, separate, reverse engineer, disassemble, determine the source code of or otherwise reduce to binary code or any other human-perceivable form, the whole or any part of the Software or Blue Prism Cloud Services;

(b) sublease, lease, assign, sell, license, sub-license, make available, rent, export, re-export, encumber, permit concurrent use of or grant other rights in the whole or any part of the Software or Blue Prism Cloud Services;

(c) use the whole or any part of the Software or Blue Prism Cloud Services in a computer service business, business process outsourcing facility or service, service bureau arrangement, network, time sharing or similar arrangement;

(d) use the Software or Blue Prism Cloud Services so as to subject any part of it to an open-source license; or

(e) make any warranties, guarantees, promises or representations about the Software or Blue Prism Cloud Services on our behalf.

2 Confidentiality

2.1 The Recipient (a) will not disclose the Confidential Information of the Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 2; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of Discloser only to its employees, Affiliates, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 2.

2.2 Confidential Information excludes information that, without breach of any obligation owed to Discloser, (a) is or becomes known to the public, (b) was known to Recipient before its disclosure, (c) is received from a third party, or (d) was independently developed by Recipient. Recipient may disclose the Confidential Information of Discloser to the extent compelled by law to do so, provided Recipient gives Discloser prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure.

2.3 Confidential Information that is disclosed prior to the termination of this Agreement will remain subject to this Agreement for a period of two (2) years from the date of termination, provided that with respect to Confidential Information that constitutes a "trade secret" under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, the applicable Confidential Information loses its trade secret protection, other than due to an act or omission of Recipient. Upon written request of Discloser, Recipient will promptly return or destroy all Confidential Information and copies thereof, except for Confidential Information stored in routine back-up media consistent

with Recipient's back-up policies in effect at the time of Discloser's written request.

2.4 You grant us a non-exclusive license to use all feedback you provide to us in connection with this Agreement for the purposes of improving our products. You agree that we are free to use all general knowledge, skills, techniques, and ideas that we acquire or develop in performing this Agreement, subject to any obligation of confidentiality under Section 2. By providing any feedback on our products, programs or services to us, you agree that we may use it to improve our products, programs, or services and grant us a fully paid-up, irrevocable, perpetual, worldwide, nonexclusive license, with right to grant sublicenses, to use such feedback to improve our products and services and to use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute such products and services.

3 Data Protection

3.1 Each of us shall comply with all applicable requirements of the Data Protection Legislation.

3.2 We may need to receive limited Personal Data from you to perform our obligations under this Agreement ("**Account Management Information**"). You acknowledge that other than Account Management Information, we do not want to receive, access, view or otherwise process any Personal Data from you, and you warrant to not directly or indirectly disclose any to us.

3.3 If an issue requires the provision of information, other than Account Management Information, you must anonymize, redact or otherwise alter the information such that it does not contain Personal Data ("**Cleansed Information**"). If you provide us with Personal Data in breach of this Section 3, we shall be entitled to delete it and cease providing support in respect of the issue in question until Cleansed Information is provided to us, and we will act as a "processor", or the equivalent term as defined by Data Protection Legislation, to process the Personal Data for the purposes of providing support or as we otherwise agree in writing.

4 Intellectual Property

4.1 Together with our licensors, we own and reserve all right, title and interest in and to all Intellectual Property we make available to you. We grant you no rights other than as expressly set forth in this Agreement. Neither of us is limited from developing, using or marketing products or services similar to, or competitive with, those of the other; provided, however, that each of us remains bound by the obligations and commitments it makes under this Agreement, including any applicable license and use restrictions or confidentiality obligations.

4.2 You warrant that you will not delete or in any manner alter the copyright notices, trademarks, logos or related notices or other proprietary rights notices appearing on any of our Confidential Information, the Blue Prism Products, or any other of our Intellectual Property provided or made available to you in connection with this Agreement.

5 Order and Payment Terms

5.1 Each of us agrees that:

(a) during the Term of this Agreement, you are granted the right to resell and/or distribute the Blue Prism Products solely for the specific Fulfillment Opportunity to the End User (the "**Resale Transaction**");

(b) if the End User awards you the bid for the Fulfillment Opportunity, you will provide submit to us an Order for the Blue Prism Products under the Resale Transaction;

(c) your purchase price for the Resale Transaction shall be equal to the List Price less the Discount multiplied by the respective number of licenses or subscription services for the respective

Software or Blue Prism Cloud Services purchased by the End User ("**License Fees**"). You will work with us to confirm the List Price and resource availability before presenting any related proposal to the End User. For avoidance of doubt, you may determine fees to the End User for the Blue Prism Products at your discretion; and

(d) you are solely responsible for invoicing, credit and collections with the End User. After we receive your valid Order, we will provide you with the license keys for the Software and/or log-in information to access and use the Blue Prism Cloud Services in accordance with the Order.

5.2 You will pay any License Fees and Taxes due under your Order within thirty (30) days after the date of invoice. You will not set-off or withhold payment of any amount due under invoices delivered to you. If you dispute any License Fees, Taxes charges or expenses set out in an invoice, you will notify us within ten (10) days of receipt of the invoice setting out your reasons for such dispute and will pay any undisputed sum in accordance with the preceding payment terms.

5.3 License Fees and expenses are exclusive of Taxes. As required by law, we will invoice you for Taxes, and you will pay those Taxes unless you have previously provided a valid tax exemption certificate from the appropriate taxing authority. We will use the ship to address on your Order to assess which Taxes are applicable. If your user location is different from that address, and you should be assessed differently, it is your responsibility so to inform us. You are solely responsible for any underpayment of Taxes due to your failure to provide the correct information. We are only responsible for Taxes assessable against us based on our income, property and employees. If you are required by applicable law to withhold any amounts (including Taxes) from any License Fees, you shall (a) pay an additional amount so that the net amount after all required withholdings equals the full amount of the License Fees payable, (b) pay the full amount required to be withheld to the relevant taxation authority in accordance with applicable law, and (c) promptly provide us with an official receipt (or certified copy thereof) evidencing your payment to the relevant taxation authority.

5.4 Your obligation to pay us is independent of any End User's payment obligation to you. An End User's failure to pay you does not excuse or delay your payment obligations to us.

5.5 If you do not make timely payment, we may (a) suspend performance under the Agreement until you have paid in full; and/or (b) charge interest on any unpaid sums until you have paid in full. Such interest will accrue daily and will be compounded monthly at the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law.

6 Warranties

6.1 Each of us represents and warrants that it has the full capacity and authority, and all necessary consents, to enter and perform its obligations under this Agreement.

6.2 EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE EXCLUDE ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.

7 Liability

7.1 EXCEPT AS PROVIDED IN SECTION 7.3 OR IN THE EVENT OF COMPANY'S BREACH OF SECTION 1.6, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER IN RESPECT OF ALL CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), MISREPRESENTATION OR OTHERWISE) (EACH A "**CLAIM**") SHALL NOT EXCEED THE GREATER OF: (A) THE

AGGREGATE LICENSE FEES PAID BY YOU DURING THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE DATE THAT SUCH LIABILITY AROSE; AND (B) US\$250,000.

7.2 NEITHER OF US SHALL BE LIABLE TO THE OTHER FOR ANY CLAIM TO THE EXTENT THAT THE CLAIM RELATES TO: LOSS OF PROFITS; LOSS OF GOODWILL; LOSS OF ANTICIPATED SAVINGS; LOSS OF REVENUE OR BUSINESS OPPORTUNITY; LOSS OF DATA OR USE OF DATA; INJURY TO REPUTATION; THIRD PARTY LOSSES; OR ANY LOSS OR DAMAGE WHICH DOES NOT ARISE AS A DIRECT AND NATURAL CONSEQUENCE OF THE DEFAULT IN QUESTION, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE; IN EACH CASE REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF WHETHER BLUE PRISM KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.

7.3 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE YOUR OR OUR LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, FOR BREACH OF SECTION 2 (CONFIDENTIALITY), FOR FAILURE TO PERFORM YOUR OR OUR OBLIGATIONS IN ACCORDANCE WITH APPLICABLE LAW AND REGULATION, FOR YOUR BREACH OF SECTION 1.6, FOR YOUR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY, FOR YOUR PAYMENT OBLIGATIONS UNDER SECTION 5, OR FOR ANY OTHER LIABILITY THE EXCLUSION OR LIMITATION OF WHICH CANNOT BE LIMITED BY LAW.

8 Term and Termination

8.1 This Agreement shall commence on the earlier of the date you first notify us of the Fulfillment Opportunity, or you submit the bid for the Fulfillment Opportunity to the End User and shall continue for six months thereafter (the "**Term**"). On expiration of the Term, this Agreement shall cease unless both parties mutually agree in writing to extend the Agreement. Notwithstanding the foregoing, if we receive an Order for the Resale Transaction, this Agreement will remain in effect for such period as specified in writing or the duration of the End User license granted in furtherance of the Fulfillment Opportunity only.

8.2 Either of us may terminate this Agreement (a) upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after notice to remedy such breach, and (b) immediately if: (i) the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, that is not dismissed within sixty (60) days of its commencement or of an assignment for the benefit of creditors, or (ii) the other is in breach of its confidentiality obligations under this Agreement. We may terminate this Agreement immediately if you breach our Intellectual Property.

8.3 We may terminate this Agreement at any time upon written notice if either of us is subject to a Change of Control.

8.4 You will provide us with written notice (email deemed sufficient) immediately on becoming aware that the End User: (a) will no longer proceed with the Fulfillment Opportunity; (b) awards the contract for the Fulfillment Opportunity to another party; (c) does not wish to use the Blue Prism Products. This Agreement will automatically terminate upon our receipt of such notice.

8.5 This Agreement will immediately terminate if either of us identifies a Conflict with the End User, provided, however, that the party identifying the Conflict shall promptly notify the other party in writing (email deemed sufficient) and the parties will meet to discuss how to mitigate the Conflict or disclose the same to the End User. If the Conflict cannot be mitigated, either party may give

written notice to the other party and immediately terminate this Agreement without liability to the other party.

8.6 Upon termination of this Agreement for any reason: (a) the rights and licenses granted to you under this Agreement shall cease and you shall cease to offer the Blue Prism Products to the End User; (b) each party's rights, liabilities and obligations under this Agreement shall cease, except that each party's rights, liabilities and obligations that have accrued prior to such termination or expiry or that are expressly or by implication intended to come into force upon or remain in force following such termination or expiry shall survive any such termination or expiry; and (c) you shall pay any (i) outstanding unpaid invoices immediately, and (ii) invoices in respect of any License Fees, charges and expenses incurred prior to termination but for which an invoice has not been submitted immediately upon submission of an invoice therefor.

9 General

9.1 Except for making payments, neither party will be liable for failure or delay in performing its obligations to the extent outside its reasonable control as long as it notifies the other party promptly of the cause and likely duration.

9.2 Any Blue Prism Products made available to you under this Agreement may be subject to U.S., E.U. and other applicable export laws and regulations. We are each solely responsible for complying with applicable local laws that may affect our respective rights to import, export, make available or use any Blue Prism products or services.

9.3 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, we may assign this Agreement in its entirety without your consent to an Affiliate, or by operation of law in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, so long as the assignee agrees to be bound by all of the terms of this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.4 The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest, with each party having been represented by independent legal counsel if it so determined.

9.5 There are no third-party beneficiaries under this Agreement. Variations to this Agreement, and any waivers, must be in writing and signed by a party's authorized representative. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. A waiver on one occasion does not waive a right for future occasions. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

9.6 This Agreement contains all the terms agreed by you and us relating to its subject matter and supersedes any prior agreements, additional terms, understandings or arrangements between you and us, whether oral or in writing. Each of us acknowledges and accepts that, by agreeing to this Agreement, neither of us has relied upon any representation, undertaking or promise except those in this Agreement.

9.7 If you are outside the US, Canada, South America or

Central America, this Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and we each accept 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.

9.8 If you are in the US, Canada, South America or Central America, 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 and we each accept 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, the Uniform Computer Information Transactions Act enacted in any jurisdiction do not apply to this Agreement. If you are agreeing to this Agreement in the Province of Quebec, we each acknowledge that each of us has 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 anglais.**