

# Blue Prism Asset License and Support Terms

These Blue Prism Asset License and Support Terms (this “**Agreement**”) are entered into between you and, if applicable, your organization (“**you**”) and Blue Prism Software, Inc. (*if you are in the Americas*) or Blue Prism Limited (*if you are elsewhere*)(“**Blue Prism**” or the “**Contributor**”) offering the relevant asset (the “**Asset**”) to you. This Agreement governs your use of the Asset and describes any support Contributor may make available to you in relation to your use of the Asset.

These Asset License and Support Terms, and the order (where “**order**” means an order on the Blue Prism Order Form or other document agreed with us, or between you and an authorized Blue Prism reseller (“**Reseller**”)), contain the whole agreement between you and us relating to the subject matter hereof and set out the terms on which you can use the Asset and associated support services (our “**Agreement**”). The order will name the Asset and state the authorized quantities and term for the Asset. The Agreement starts on the date set out in the order and lasts until the end of the license term also specified there, unless it is terminated earlier in accordance with this Agreement. In the event of Asset licensed for Free-of-Charge Use (as defined below), Blue Prism may instead confirm order details by Blue Prism by electronic mail.

**PLEASE READ CAREFULLY BEFORE PROCEEDING. BY INSTALLING AND USING THE ASSET, YOU ARE CONFIRMING THAT YOU AGREE TO THE FOLLOWING TERMS OF USE.** You represent and warrant that you have the authority to accept this Agreement on behalf of yourself and, if applicable, your organization, and you and Contributor both agree to be bound by its terms.

## 1. Product License and Support

1.1 Contributor grants you a non-exclusive license to use the Asset in the format it is provided to you, provided, however, that if payment is required, such license is not granted until Contributor’s receipt of notification from Blue Prism of receipt of your payment for the Asset. Your license permits you to deploy a single instance (or such other quantity as is specified in your order) of the Asset for the time period detailed in your order, only in the environments specified in the associated technical product documentation Contributor makes available to you (the “**Documentation**”), and to use the Documentation to aid in your use of the Asset. The Asset and the Documentation together form the “**Products**”. You acknowledge that where Blue Prism is the Contributor and no environment is specified in the Documentation, then you are only permitted to use the Asset in a sandbox or evaluation-only environment.

1.2 Your license permits you and your Affiliates, through your Users, to use the Products for your (and your Affiliates’) internal business purposes only and as otherwise permitted in this Agreement. Your “**Affiliates**” are persons that control, are controlled by, or are under common control with you, where “**control**” means direct or indirect ownership of at least 50% of the voting interest. Your “**Users**” are any employees, individual contractors, or employees of a service provider to you, which you allow to use the Products solely on your behalf. You will be responsible for all acts and omissions of your Affiliates and Users and, if you use third party hosting, those of the hosting provider, as if such acts and omissions were your own. Except as described here, this Agreement does not permit you to assign, sub-license, copy or provide or make the Products available to any person, or to use the Products on behalf of any other person. This Agreement does not permit you to reproduce, modify, translate or adapt the Asset, to create any derivative work of the Asset, or to sell, sublicense, rent, lease, distribute or otherwise transfer all or any portion of the Asset or to render any Asset human-readable. You may not reverse engineer, decompile, or disassemble the Asset, except and only to the extent that applicable law expressly permits, despite this limitation. Further, you agree that you shall not: (a) display or disclose the Products to any person other than your Users who you have authorized to access the Products in accordance with these Terms; (b) use the Products for third-party training, time-sharing or service bureau use, or use any part of the Asset, including third party software, independently from the Asset as a

whole; or (c) use the Products except as expressly allowed under these Terms. Except for the foregoing license grant, Contributor and its licensors retain all right, title and interest in and to the Products and to any additions or modifications thereto.

1.3 If Contributor suspects overuse of an Asset requiring payment, Contributor may prompt Blue Prism to invoice you for a reconciliation payment.

1.4 Contributor may offer limited support for your permitted uses of the Asset, consisting of access to self-service support in the form of online resources or communities; provided, however, that Contributor is under no obligation to provide any support.

## 2. Security, Updates and Upgrades

2.1 Contributor will take commercially reasonable steps to ensure that the Asset does not contain viruses or other malicious code.

2.2 Contributor may make changes to the Asset from time-to-time, for example to improve it or to address potential security concerns and may make updated versions available to you for free or for a fee. Upgrades incorporating additional features and/or functionalities may require a separate fee.

## 3. Contributor Warranties

3.1 Subject to Clause 4, Contributor warrants that the Asset will in all material respects have the functionality specified in the Documentation when working within an environment meeting the minimum requirements specified in the Documentation. If Contributor breaches this warranty, Contributor will use commercially reasonable efforts to provide you with a corrected version of the Asset, which corrected version may be in the form of an update or an upgrade. Contributor is not required to remedy any error that cannot be replicated on the latest update of the Asset. This Clause states your sole remedy for any breach of the foregoing warranty.

3.2 **To the extent not prohibited by mandatory law: (i) Contributor excludes all terms and obligations which would otherwise be implied into this Agreement; and (ii) Contributor excludes any statement not set out in this Agreement. Contributor will not be held to statements made by third parties. You acknowledge that the Products may not be error-free, or meet your particular requirements, and that the Products are priced on that basis.**

#### 4. Proof of Concept, Evaluations or Any Other Free of Charge Use of the Products

If you are using the Products for proof of concept, evaluation, or any free-of-charge use (collectively, "**Free-of-Charge Use**"): (a) you may use such Products only to evaluate the Asset's functionality, to provide feedback to Contributor (which Contributor may use freely), or such other Free-of-Charge Use expressly authorized by Contributor; (b) you may use the Products only for the time period and in the quantities specified in your order; (c) you may not use the Products to process personal data; (d) you may not use the Products to process production data unless the Documentation explicitly allows use in a production environment and (e) any permitted production use is at your own risk. Any such right to Free-of-Charge Use of the Product is provided by Contributor "**AS IS**" **AND "AS AVAILABLE," WITHOUT WARRANTY OR INDEMNITY OF ANY KIND**, and the warranties in Clause 3.1 and indemnity obligations in Clause 6 are specifically disclaimed and excluded. Contributor is not required to remedy any errors, and Contributor may, at its discretion and without notice, change, limit or discontinue your Free-of-Charge Use of the Products. Contributor's entire liability for all claims, damages and indemnities arising out or related to your Free-of-Charge Use of the Products will not exceed in the aggregate USD \$100.00. This Clause 4 shall prevail if it conflicts with any other provision in this Agreement and your use of the Products is a Free of Charge Use.

#### 5. Your Responsibilities

You shall: (i) use the Products only in accordance with law (including export control laws and regulations), and not for any illegal purpose; (ii) not modify, remove, or obfuscate any copyright or other notice placed on or embedded in any Products; and (iii) not use the Products so as to subject any part of it to an open source license. You shall ensure that your Affiliates and Users will also comply with this Agreement and will be liable for any noncompliance by your Affiliates or Users.

#### 6. Intellectual Property Rights and Indemnity

- 6.1 All right and title to the Products (and any derivative works) and anything Contributor creates belongs to Contributor or its licensors. The Documentation includes a list of third party components incorporated into the Asset. Except for the license expressly granted under this Agreement, all of Contributor's rights are reserved and no other license is granted.
- 6.2 You agree that Contributor is free to use all general knowledge, skills, techniques, and ideas that Contributor acquires or develops in performing this Agreement, subject to any obligation of confidentiality under Clause 9. By providing feedback to Contributor, you agree that Contributor may use it to improve the Products or otherwise.
- 6.3 Subject to Clause 4 and provided you comply with Clause 6.4, Contributor shall: (i) defend you against any legal proceedings brought by a third party alleging that your use of the Asset in accordance with the Documentation and this Agreement infringes the registered intellectual property rights of that third party (an "**IPR Claim**"); and (ii) indemnify you for any amount Contributor agrees in settlement of the IPR Claim, or which is finally awarded by a court of competent jurisdiction against you (with no further right of appeal) as a result of the IPR Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your negligence, your breach of this Agreement or your use of the Asset outside the scope of this Agreement; (ii) modification of the Asset (other than modifications Contributor makes), or use of a non-

current version of the Asset; or (iii) your use of the Asset in combination with third party materials. This Clause 6.3 sets out Contributor's entire obligation and liability in connection with any allegation of intellectual property infringement.

- 6.4 To benefit from the indemnity you must: (i) notify Contributor promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days; (ii) procure that Contributor has sole conduct of the investigation, defense, and settlement of the IPR Claim; (iii) provide such assistance as Contributor reasonably requests in relation to defence of an IPR Claim (at Contributor's cost); (iv) not take any step involving any payment or admission of liability in relation to an IPR Claim without Contributor's prior written consent; and (v) immediately cease using the Product subject to the IPR Claim (unless Contributor agrees otherwise).
- 6.5 If an IPR Claim is made (or Contributor thinks one is likely to be made), Contributor may, in its discretion: (i) procure the right for you to continue using the Product; (ii) replace or modify the Product to avoid the potential infringement; or (iii) terminate this Agreement immediately upon written notice to you and (a) in the case of a term license, provide a pro-rata refund of any fees which have been paid in respect of the Asset for the period following termination in lieu of damages and without admission of fault, or (b) in the case of a perpetual license, provide a pro-rata refund of any fees which have been paid in respect of the Asset for the period following termination (assuming depreciation on a five year straight-line basis) in lieu of damages and without admission of fault .

#### 7. Liability

- 7.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, for breach of Clause 9, for infringement by you or any of your Users or Affiliates of Contributor's intellectual property rights or for breach of any restrictions on use set out in this Agreement, or for any liability which cannot lawfully be so excluded or limited.
- 7.2 Subject to Clause 7.1, neither you nor Contributor shall be liable for loss of profits, loss of goodwill, loss of anticipated savings, loss of revenue or business opportunity, loss of or damage to data, injury to reputation, or any indirect, special, or consequential loss, whether or not the parties were aware of the possibility of such loss, and in each case whether the loss arises from breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise.
- 7.3 Subject to Clause 7.1, each party's total aggregate liability arising in connection with this Agreement, whether for breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise, shall not, in each year, exceed the greater of One Thousand United States Dollars (US\$1000) or fees paid under this Agreement for the Product; provided, however, that Contributor's liability in connection with any Free-of-Charge Use is further limited as specified in Clause 4.

#### 8. Audit

In the event Contributor requests an audit of your use of the Asset, you agree to allow access to all relevant records and personnel, and to provide all reasonable assistance for the completion of the audit, and Contributor will comply with your standard health and safety policies provided to Contributor a reasonable time in advance of the inspection. Contributor will bear its own costs, except if an audit shows any overuse of an Asset or use outside the scope of the license granted, in which case you will pay Contributor's reasonable demonstrable costs of the

audit along with the amount corresponding to your overuse at Contributor's standard rates.

## 9. Confidentiality

9.1 If information is marked as confidential, or is by its nature confidential, it shall be "**Confidential Information**". Confidential Information shall not include information that: (i) was in the public domain other than due to a breach of this Agreement or other obligation of confidentiality; (ii) was lawfully received from a third party without obligation of confidentiality; or (iii) was developed independently without reference to Confidential Information.

9.2 Each party shall keep the other's Confidential Information confidential, and not use it except for the purposes of this Agreement without consent. Confidential Information shall not be disclosed to any third party except for the purposes of this Agreement, in which case the disclosing party shall ensure the third party complies with these obligations of confidentiality. This shall not prevent a disclosure required by law, court order, or by any regulatory body in a competent jurisdiction (but then only to the extent and for the purpose required).

9.3 This Clause 9 will survive expiry or earlier termination of this Agreement without limitation in time. If that is not permitted by applicable law, then this Clause 9 will apply for five (5) years following expiry or earlier termination of this Agreement.

## 10. Data Protection

10.1 For the purposes of this Agreement, "**Data Protection Law**" means all privacy laws applicable to personal data processed under this Agreement and "**Personal Data**" means "personal data" or the equivalent term as defined by Data Protection Law.

10.2 Both parties agree to comply with the obligations that apply to each (respectively) under Data Protection Law. To provide support to you, Contributor may need to receive limited Personal Data to enable Contributor to communicate with you ("**Account Management Information**"). Contributor does not wish to receive any Personal Data from you other than Account Management Information, and you agree not to disclose any such Personal Data to Contributor. If a support issue requires the provision of additional information to Contributor, you must anonymize, redact or otherwise alter the information such that it does not contain Personal Data.

## 11. Term and Termination

11.1 This Agreement starts on the date you receive access to the Asset and lasts for the license term indicated in the order, unless it is terminated earlier in accordance with the following terms.

11.2 Either party can terminate this Agreement upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after the breaching party receives written notice to remedy such breach. Blue Prism can terminate for convenience with 30 days' notice.

11.3 Upon termination or expiry of this Agreement, you will remove all copies of the Products from your systems and return them (or destroy them if Contributor agrees), and confirm in writing that you have done so, and immediately pay any amounts you owe Contributor. Termination or expiry shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.

## 12. Governing Law and Conduct of Claims

12.1 Contributor will only be liable to you in connection with this Agreement, not to third parties. If an Affiliate or User

suffers a loss as a result of Contributor's breach, this will be deemed to have been suffered by you and you may seek to recover that loss (subject to the other terms of this Agreement).

12.2 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 thereof and the parties hereby accept the exclusive jurisdiction of the courts located in New York, New York (*if you are in the Americas*) or in accordance with the laws of England and Wales (*if you are elsewhere*). 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, no transactions called for herein shall be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction. If this Agreement is entered into in the Province of Quebec, the parties hereto acknowledge that they have requested this Agreement and all related documents to be drawn up in the English language. **Les parties aux présentes reconnaissent qu'elles ont exigé que la présente convention et tout document s'y rattachant soient rédigés en anglais.**

## 13. Miscellaneous Provisions

13.1 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.

13.2 Except as otherwise expressly stated, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it. You may not dispose of or encumber this Agreement without Contributor's prior written consent (not to be unreasonably withheld).

13.3 Variations to this Agreement, and any waivers, must be in writing. Waiver on one occasion does not waive a right for future occasions. Rights and remedies under this Agreement are without prejudice to other rights. If a provision (or part of one) is invalid or unenforceable, the rest shall remain in full force.

13.4 The Asset and support are commercial items as defined by the Federal Acquisition Regulation ("FAR") at FAR 2.101 and are licensed to you under the applicable terms of FAR Part 12, "Acquisition of Commercial Items" and/or DOD Federal Acquisition Regulation Supplement ("DFARS") 227.7202, "Commercial computer software and commercial computer software documentation". Any use, modification, reproduction, release, performance, display or disclosure by you shall be governed solely by, and prohibited, except as expressly permitted under, the terms of this Agreement.

13.5 This Agreement is the entire agreement and understanding between the parties and supersedes any other agreement relating to the same subject matter.