

SS&C|Blue Prism Asset Terms

These SS&C|Blue Prism Asset Terms (these “**Terms**”) are entered into between you and, if applicable, your organization (“**you**”) and SS&C Technologies, Inc. (if you are in the Americas) or Blue Prism Limited (if you are elsewhere)(“**Blue Prism**”) offering the relevant asset and its associated technical product documentation (together, the “**Asset**”) to you. This Agreement governs your use of the Asset and describes any support Blue Prism may make available to you in relation to your use of the Asset.

These Terms, and the order (where “**order**” means an order on the Blue Prism Order Form or other document agreed with us, or agreed 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 any associated support services (our “**Agreement**”). In the event an Asset is licensed for Free-of-Charge Use (as defined below), Blue Prism may instead confirm order details 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 agree to be bound by its terms.

1. **Asset License and Support**

1.1 Blue Prism 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 Blue Prism’s 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 Blue Prism makes available to you (the “**Documentation**”), and to use the Documentation to aid in your use of the Asset. You acknowledge that where 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, through your Users, to use the Asset for your internal business purposes only and as otherwise permitted in this Agreement. Your “**Users**” are any employees, individual contractors, or employees of a service provider to you, which you allow to use the Asset solely on your behalf. You will be responsible for all acts and omissions of your Users and, if you use third party hosting, those of the hosting provider, as if such acts and omissions were your own.

1.3 This Agreement does not permit you to reproduce, modify, translate or adapt the Asset, to create any derivative work of the Asset, or to assign, 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 Asset to any person other than your Users who you have authorized to access the Asset in accordance with these Terms; (b) use the Asset for any third-party use, including without limitation 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 Asset except as expressly allowed under these Terms. Except for the foregoing license grant, Blue Prism and its licensors retain all right, title and interest in and to the Asset and to any additions or modifications thereto.

1.4 **Data.** You are solely responsible for the content of all data you process using the Asset (your “**User Data**”). You retain all rights you may have in your User Data. Both parties agree to comply with the obligations that apply to each (respectively) under Data Protection Law. To manage our relationship with you and to the extent that support is made available to you for the Asset, Blue Prism may need to receive limited personal data to enable Blue Prism to communicate with you (“**Account Management Information**”). Blue Prism does not wish to receive any personal data from you other than Account Management and you agree not to disclose any such personal data to Blue Prism. If a support issue requires the provision of additional information to Blue Prism, you must anonymize, redact or otherwise alter the information such that it does not contain personal data.

1.5 **Feedback.** You agree to provide data and feedback to us for and about the Asset or your use of the Asset, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs (“**Feedback**”).

1.6 **Use of Feedback.** We may use the Feedback you provide (a) to improve accuracy, quality and/or to advance features; and/or (b) for research and development, including to improve the products and services we offer and to develop new products and services. No data that identifies you or individuals will be made available publicly by us and any use of personal data remains subject to our [Privacy Policy](#). You irrevocably waive any intellectual property rights in any improvements or developments that we may make based on your Feedback and/or use of the Asset and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same.

1.7 If Blue Prism suspects overuse of an Asset requiring payment, Blue Prism may invoice you for a reconciliation payment.

1.8 Blue Prism 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 Blue Prism is under no obligation to provide any support.

2. **Security, Updates and Upgrades**

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

2.2 Blue Prism 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. **Limited Warranties**

3.1 Except as described in Clause 4, Blue Prism represents for a period of ninety (90) days from the date that the Asset is first made available to you that the Asset has the functionality specified in the Documentation (when working within an environment meeting the minimum requirements specified in the Documentation) in all material respects. If Blue Prism breaches this warranty, Blue Prism 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. Blue Prism is not required to remedy any error that cannot be replicated on the latest update of the Asset. This Clause states your sole remedy and Blue Prism’s entire obligation for any breach of the foregoing warranty.

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

4. **Proof of Concept, Evaluations or Any Other Free-of-Charge Use of the Asset**

If you are using the Asset for proof of concept, evaluation, or any free-of-charge use (collectively, "**Free-of-Charge Use**"): (a) you may use such Asset only to evaluate the Asset's functionality, to provide feedback to Blue Prism (which feedback Blue Prism may use freely), or such other Free-of-Charge Use expressly authorized by Blue Prism; (b) you may use the Asset only for the time period and in the quantities specified in your order; if no time period is specified, then for no longer than ninety (90) days absent written authorization from Blue Prism; (c) you may not use the Asset to process personal data; (d) you may not use the Asset 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 Asset is provided by Blue Prism "**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. Blue Prism is not required to remedy any errors, and Blue Prism may, at its discretion and without notice, change, limit or discontinue your Free-of-Charge Use of the Asset. Blue Prism's entire liability for all claims, damages and indemnities arising out or related to your Free-of-Charge Use of the Asset 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 Asset is a Free of Charge Use.

5. **Your Responsibilities**

- 5.1 You shall: (i) use the Asset 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 Asset; and (iii) not use the Asset so as to subject any part of it to an open-source license. You shall ensure that your Users will also comply with this Agreement and you will be liable for any noncompliance by your Users. When you use the Asset, you represent and warrant that your use will not infringe any third party intellectual property rights, other rights or laws (for example, confidentiality and/or privacy).
- 5.2 If the Asset accesses, leverages, or operates in combination with third party products or materials such as third party software, software as a service, application programming interfaces, and/or data, including for example data from third party generative AI services (collectively, "**Third Party Materials**"), then you shall ensure that you have any necessary right or license to use such Third Party Materials and that your use is in compliance with the governing terms for such Third Party Materials. You agree to defend each of Blue Prism, its affiliates, and their respective employees, officers and agents (each, an "**SS&C Associate**" and together, the "**SS&C Associates**") against any and all claims and/or proceedings brought or threatened by any person, and you shall indemnify each such SS&C Associate against any loss, damage, or expense (including legal fees and costs) suffered or incurred, arising from your use (or your Authorized Users' use) of the Asset or your breach (or your Authorized Users' breach) of this Agreement, including without limitation any noncompliance with the governing terms for Third Party Materials. You shall pay the legal fees and costs incurred by the SS&C Associates in defending or responding to any such claim on a quarterly basis prior to the final disposition of such matter provided that the indemnified party undertakes to repay such amount if it shall be determined that such indemnified party is not entitled to be indemnified.

6. **Intellectual Property Rights and Indemnity**

- 6.1 All right and title to the Asset (and any derivative works) and anything Blue Prism creates belongs to Blue Prism or its licensors. Except for the license expressly granted under this Agreement, all of Blue Prism's rights are reserved and no other license is granted. The Documentation includes a list of third party components incorporated into the Asset ("**Third Party Components**"). Each Third Party Component is licensed under the governing terms provided by the owner of the applicable Third Party Component. For purposes of this Section 6, "**Asset**" excludes Third Party Materials and Third Party Components.
- 6.2 You agree that Blue Prism is free to use all general knowledge, skills, techniques, and ideas that Blue Prism acquires or develops in performing this Agreement, subject to any obligation of confidentiality

under Clause 9. By providing feedback to Blue Prism, you agree that Blue Prism may use it to improve the Asset or otherwise.

- 6.3 Unless your usage is subject to Clause 4 and in compliance with this Agreement, subject to the limitations below Blue Prism 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 Blue Prism 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 Blue Prism 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 Blue Prism'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 Blue Prism promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days; (ii) procure that Blue Prism has sole conduct of the investigation, defense, and settlement of the IPR Claim; (iii) provide such assistance as Blue Prism reasonably requests in relation to defence of an IPR Claim (at Blue Prism's cost); (iv) not take any step involving any payment or admission of liability in relation to an IPR Claim without Blue Prism's prior written consent; and (v) immediately cease using the Asset subject to the IPR Claim (unless Blue Prism agrees otherwise).
- 6.5 If an IPR Claim is made (or Blue Prism thinks one is likely to be made), Blue Prism may, in its discretion: (i) procure the right for you to continue using the Asset; (ii) replace or modify the Asset 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 of Blue Prism's intellectual property rights, for breach of any restrictions on use set out in this Agreement, for indemnification under Clause 6.2, or for any liability which cannot lawfully be so excluded or limited.
- 7.2 Subject to Clause 7.1, Blue Prism shall not 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, Blue Prism's total aggregate liability arising in connection with this Agreement, whether for indemnities, 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 Asset over a trailing twelve month period from the date the relevant claim is filed; provided, however, that Blue Prism's liability in connection with any Free-of-Charge Use is further limited as specified in Clause 4.
- 7.4 You agree that, in entering into this agreement, either you did not rely on any representations of any kind or of any person other than those expressly set out in this Agreement or (if you did rely on any representations not expressly set out in this Agreement) that you shall have no remedy in respect of such representations.

8. **Audit**

In the event Blue Prism 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 Blue Prism will comply with your standard health and safety policies provided to Blue Prism a reasonable time in advance of the inspection. Blue Prism will bear its own costs, unless an audit shows any overuse of an Asset or use outside the scope of the license granted, in which case you will pay Blue Prism's reasonable demonstrable costs of the audit along with the amount corresponding to your overuse and/or unlicensed use at Blue Prism'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, Blue Prism may need to receive limited Personal Data to enable Blue Prism to communicate with you ("**Account Management Information**"). Blue Prism 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 Blue Prism. If a support issue requires the provision of additional information to Blue Prism, 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 (and if no period is specified, then for one year from first access), 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 Asset from your systems and return them (or destroy them if Blue Prism agrees), and confirm in writing that you have done so, and immediately pay any amounts you owe Blue Prism. 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 Blue Prism will only be liable to you in connection with this Agreement, not to third parties. If a User suffers a loss as a result of Blue Prism'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 English law and the exclusive jurisdiction of the courts 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 Blue Prism'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 any support services 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 with respect to its subject matter and supersedes any other communication, representation, understanding or agreement (whether oral or written) relating to the same subject matter.