

SS&C|Blue Prism Hosted Asset Terms

These SS&C|Blue Prism Hosted 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 hosted asset and its associated technical product documentation (together, the “**Hosted Asset**”) to you. This Agreement governs your use of the Hosted Asset and describes any support Blue Prism may make available to you in relation to your use of the Hosted Asset.

These Terms, any product-specific terms indicated on our [Agreements page](#), 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 Hosted Asset and any associated support services (our “**Agreement**”). In the event a Hosted Asset is licensed for Free-of-Charge Use (as defined below), Blue Prism may instead confirm order details by electronic mail or other online communication.

PLEASE READ CAREFULLY BEFORE PROCEEDING. BY CLICKING “ACCEPT” OR BY USING THE HOSTED ASSET, YOU ARE CONFIRMING THAT YOU AGREE TO THE FOLLOWING TERMS. You represent that you have the authority to accept this Agreement on behalf of yourself and your organization, and you agree to be bound by these terms.

1. Access and Use of the Hosted Asset

1.1 Subject to your payment of any applicable fees, the access credentials we share with you confer a revocable, limited, non-exclusive, non-transferable, personal right to access and use the Hosted Asset in accordance with these Terms (and any document incorporated by reference) for internal business purposes only, and to use the associated technical product documentation Blue Prism makes available to you to (the “**Documentation**”) to aid in your use of the Hosted Asset. You agree that you shall not: (a) assign, sub-license, copy, provide or make the Hosted Asset available to any other person or entity, or use the Hosted Asset for any other person or entity; (b) use the Hosted Asset, or any information derived from it, to develop, or aid any third party to develop, competing technology to the Hosted Asset or create any derivative work of the Hosted Asset, (d) reverse engineer, decompile, or disassemble the Hosted Asset, , except and only to the extent that applicable law expressly permits, despite this limitation (e) display or disclose the Hosted Asset to any person other than your Authorized Users (defined below); (f) use the Hosted Asset for third-party training, time-sharing or service bureau use or use any part of the Hosted Asset, including third party software, independently from the Hosted Asset as a whole; or (g) otherwise use the Hosted Asset other than as expressly allowed under these Terms. Our [Agreements page](#) may include additional product-specific information, restrictions or limitations on your use. Our Acceptable Use Policy, as updated from time to time and as made available by us on our [Agreements page](#) (or such other location as may be notified to you), is incorporated herein by reference. You agree to abide by the Acceptable Use Policy in your use of the Hosted Asset. Unless a broader use is specified in your order, you are only permitted to use the Hosted Asset for a Free of Charge Use (as defined below). Except for the foregoing license grant, Blue Prism and its licensors retain all right, title and interest in and to the Hosted Asset and to any additions or modifications thereto

1.2 Data. You are solely responsible for the content of all data you process using the Hosted Asset (your “**User Data**”). You retain all rights you may have in your User Data. To manage our relationship with you and to the extent that support is made available to you for the Hosted 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 Information for support and relationship management purposes, 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. If your User Data contains personal data, you shall comply with applicable data privacy laws, including without limitation the necessary transparency and lawfulness requirements to enable lawful processing of User Data by us. If you are: (i) located in the UK or the European Economic Area (EEA); (ii) entering into this agreement with a Blue Prism entity in the UK or EEA; and/or (iii) using the Hosted Asset to process personal data that is subject to UK or EEA data protection laws, as indicated by you in writing to privacy@blueprism.com, then the [Special Data Processor Terms](#) are deemed incorporated into this Agreement and shall apply to the extent we process such personal data as a processor in connection with your use of the Hosted Asset. For

purposes of Section 1.2(iii), it is your responsibility to indicate that you are using the Hosted Asset to process personal data subject to UK or EEA data protection laws in writing to privacy@blueprism.com.

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

1.4 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 Hosted Asset and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same.

1.5 Authorized Users. You may permit your employees, consultants, agents, and contractors to access and use the Hosted Asset in accordance with these Terms (“**Authorized Users**”), provided that you acknowledge and agree that you are responsible for: (i) specifying the level of access to the Hosted Asset for each Authorized User, (ii) ensuring all Authorized Users use the Hosted Asset only in support of your testing, (iii) any unauthorized use of the Hosted Asset or any breach of these Terms by an Authorized User, including any misuse of authentication credentials associated with your access and use of the Hosted Asset (“**Credentials**”). You are responsible for maintaining the confidentiality of Credentials, including those used by any Authorized Users. You will promptly notify us of any confirmed or suspected misuse of the Hosted Asset or Credentials, or of any security incident related to the Hosted Asset.

1.6 Support Services. Unless otherwise provided in writing, we do not provide support services in connection with your use of the Hosted Asset under these Terms.

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

2. Limited Warranties

2.1 Except as described in Section 3, Blue Prism represents for a period of ninety (90) days from the date that the Hosted Asset is first made available to you that the Hosted 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 Hosted 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 Hosted Asset. This Clause states your sole remedy and Blue Prism’s entire obligation for any breach of the foregoing warranty.

2.2 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 Hosted Asset may not be error-free, or meet your particular requirements, and that the Hosted Asset is priced on that basis.

2.3 Blue Prism may make changes to the Hosted 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 fee.

3. Proof of Concept, Evaluations or Any Other Free-of- Charge Use of the Hosted Asset

If you are using the Hosted Asset for proof of concept, evaluation, or any other free-of-charge use (each, a "**Free-of-Charge Use**"): (a) you may use such Hosted Asset only to evaluate the Hosted 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 Hosted Asset only for the time period and in the quantities specified in your order; if no time period is specified than for ninety (90) days; (c) you may not use the Hosted Asset to process personal data; (d) you may not use the Hosted 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 Product is provided by Blue Prism "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, and the warranties in Clause 2.1 and indemnity obligations in Clause 5 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 Hosted Asset. Blue Prism's entire liability for all claims, damages and indemnities arising out or related to your Free-of-Charge Use of the Hosted Asset will not exceed in the aggregate USD \$100.00. This Clause 3 shall prevail if it conflicts with any other provision in this Agreement and your use of the Hosted Asset is a Free of Charge Use.

4. Your Responsibilities

4.1 You shall: (i) use the Hosted 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 Hosted Asset; and (iii) not use the Hosted 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 Hosted 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).

4.2 If the Hosted 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. We do not make any warranties or guarantees in respect of the accuracy of the output from the Third Party Materials, nor take responsibility for any decisions you may take as a result of the output from the 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 Hosted 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.

5. Intellectual Property Rights and Indemnity

5.1 All right and title to the Hosted 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. For purposes of this Section 5, "**Hosted Asset**" excludes Third Party Materials.

5.2 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 8.

5.3 Unless your usage is subject to Clause 3 and provided that your usage is in compliance with this Agreement, Blue Prism shall, subject to the limitations in Clause 5.4 below: (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 Hosted Asset outside the scope of this Agreement; (ii) modification of the Hosted Asset (other than modifications Blue Prism makes), or use of a non-current version of the Hosted Asset; or (iii) your use of the Hosted Asset in combination with Third Party Materials. This Clause 5.3 sets out Blue Prism's entire obligation and liability in connection with any allegation of intellectual property infringement.

5.4 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 Hosted Asset subject to the IPR Claim (unless Blue Prism agrees otherwise).

5.5 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 Hosted Asset; (ii) replace or modify the Hosted 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 Hosted 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 Hosted Asset for the period following termination (assuming depreciation on a five year straight-line basis) in lieu of damages and without admission of fault .

6. Liability

6.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, for breach of Clause 8, 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 4.2, or for any liability which cannot lawfully be so excluded or limited.

6.2 Subject to Clause 6.1, 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.

- 6.3 Subject to Clause 6.1, 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 Hosted 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 3.
- 6.4 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.
- 7. Audit**
- In the event Blue Prism requests an audit of your use of the Hosted 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 the Hosted 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.
- 8. Confidentiality**
- 8.1 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.
- 8.2 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).
- 8.3 This Clause 8 will survive expiry or earlier termination of this Agreement without limitation in time. If that is not permitted by applicable law, then this Clause 8 will apply for five (5) years following expiry or earlier termination of this Agreement.
- 9. Term and Termination**
- 9.1 This Agreement starts on the date you receive access to the Hosted Asset and lasts for the license term indicated in your order (or if no term is indicated, for one year), unless it is terminated earlier in accordance with the following terms.
- 9.2 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 thirty (30) days' notice.
- 9.3 Upon termination or expiry of this Agreement, you will remove all copies of the Hosted 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.
- 10. Governing Law and Conduct of Claims**
- 10.1 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).
- 10.2 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.***
- 11. Miscellaneous Provisions**
- 11.1 With the exception of payment obligations, 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.
- 11.2 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).
- 11.3 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.
- 11.4 The Hosted 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.
- 11.5 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..