

## Blue Prism Cloud – Data Processing Addendum

This data processing addendum (“DPA”) shall be incorporated into, and form part of, the agreement between Blue Prism Limited or Blue Prism Software, Inc., as applicable (“Blue Prism”), and Customer that governs Customer’s use of the Services, whether such agreement is concluded online or in a written agreement (the “Agreement”), to the extent applicable under the terms of the Agreement.

Blue Prism and Customer are each a “Party” and collectively the “Parties”. Capitalised terms used but not defined in this DPA shall have the meaning given to them in the Agreement. To the extent of any conflict or inconsistency between this DPA and the Agreement, this DPA will prevail. This DPA sets out the terms that apply when Personal Data is Processed by Blue Prism under the Agreement. The purpose of this DPA is to ensure such Processing is conducted in accordance with Applicable Law and respects the rights of individuals whose Personal Data are Processed under the Agreement. This DPA shall only have effect to the extent that Applicable Law applies to the Processing of Personal Data by Blue Prism under the Agreement and to the extent necessary to comply with such Applicable Law.

### 1. Definitions

“Applicable Law” means all privacy laws applicable to Personal Data Processed under the Agreement, which may, depending on the Personal Data so processed, include the UK Data Protection Act 2018 and/or the General Data Protection Regulation, Regulation (EU) 2016/679 (“GDPR”). For the avoidance of doubt, if Blue Prism’s Processing activities involving Personal Data are not within the scope of an Applicable Law, such law is not applicable for purposes of this DPA.

“Data Controller” and “Data Processor” means “controller” and “processor”, or the equivalent terms, as defined by Applicable Law.

“EEA” means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, Switzerland and the United Kingdom.

“Personal Data” means “personal data”, or the equivalent term, as defined by Applicable Law, and is limited to the personal data that is Processed on behalf of Customer under the Agreement (which excludes personal data processed by Blue Prism as a Data Controller).

“Personal Data Breach” means an identified breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data that is Processed on behalf of Customer under the Agreement.

“Process” and “Processing” means “process” or “processing, or the equivalent terms, as defined by Applicable Law.

“Standard Contractual Clauses” means the standard contractual clauses for transfers from Data Controllers to Data Processors, (or, where applicable, Data Processors to Data Processors) approved by the UK Information Commissioner and/or the EU Commission as appropriate depending on Applicable Law, as amended or superseded from time to time.

“Subprocessor” means any party engaged by Blue Prism for the Processing of Personal Data in connection with the Services provided under the Agreement, including Blue Prism’s Affiliates.

“Third Party Subprocessor” means any party engaged by Blue Prism for the Processing of Personal Data in connection with the Services provided under the Agreement, excluding Blue Prism’s Affiliates.

### 2. Relationship of the Parties

- 2.1. Compliance with law. Each Party will comply with the obligations applicable to it under Applicable Law in respect of its role relating to the personal data Processed under the Agreement.

- 2.2. Customer support. To provide customer support, Blue Prism may need to receive limited personal data to enable Blue Prism to communicate with Customer (“Account Management Information”). In order to provide such support, Blue Prism does not wish to receive any personal data from Customer other than Account Management Information, and Customer agrees not to disclose any such personal data to Blue Prism. If a support issue requires the provision of additional information to Blue Prism, Customer must anonymize, redact or otherwise alter the information such that it does not contain personal data (“Cleansed Information”). In the event that Customer provides Blue Prism with personal data in breach of this Clause 2.2, Blue Prism shall be entitled to delete it and cease providing support in respect of the support issue in question until Cleansed Information is provided to Blue Prism.
- 2.3. Data Processor. Other than in respect of Account Management Information, Customer is the (or, if it is not, represents that it is acting with full authority on behalf of each relevant) Data Controller, and appoints Blue Prism as a Data Processor with respect to Personal Data Processed under the Agreement for the purpose of enabling the delivery of the Services. To the extent that Customer is a Data Processor in respect of such Personal Data, Customer appoints Blue Prism as Customer’s subprocessor, which shall not change the obligations of either Customer or Blue Prism under this DPA or the Agreement. Customer is responsible for providing any required notices and obtaining any required consents in relation to the Personal Data Processed under the Agreement.

### **3. Customer’s Instructions to Blue Prism**

- 3.1 Purpose. Blue Prism will not Process Personal Data other than for the purpose of delivering the Services under the Agreement, unless otherwise obligated to do so by Applicable Law. Further details regarding Blue Prism’s Processing are set out in Annex A.
- 3.2 Lawful Instructions. Customer will not instruct Blue Prism to Process Personal Data in violation of Applicable Law. Blue Prism will not, and has no obligation to, monitor the compliance of Customer’s use of the Services with Applicable Law, though Blue Prism will inform Customer if, in Blue Prism’s opinion, an instruction from Customer infringes Applicable Law. Blue Prism will only Process Personal Data on behalf of Customer in accordance with the documented instructions of Customer. The Agreement and this DPA, along with Customer’s configuration of the Services (as Customer may be able to modify from time to time) and any features applicable to Customer’s then-current version of the Services, constitute Customer’s complete and final instructions to Blue Prism regarding the Processing of Personal Data, including for purposes of the Standard Contractual Clauses.

### **4. Subprocessing**

- 4.1 Subprocessors. Customer provides Blue Prism with general authorisation to use Blue Prism’s Affiliates and Third Party Subprocessors to Process Personal Data (under this DPA as well as under the Standard Contractual Clauses, if they apply) in order to provide the Services. A list of Blue Prism’s Subprocessors can be found at <http://portal.blueprism.com/agreements>. If Blue Prism engages a new Third Party Subprocessor to Process Personal Data, Blue Prism will update the list before permitting access to the Personal Data. Blue Prism will impose contractual obligations on each Subprocessor substantively equivalent to those imposed on Blue Prism under this DPA. Blue Prism remains liable for its Subprocessors’ performance in respect of the Processing of Personal Data under this DPA to the same extent Blue Prism is liable for its own performance. Any subprocessor agreements to be provided under Clause 5(j) of the Standard Contractual Clauses (or any replacement provision) may have all commercial information, and other provisions unrelated to the Standard Contractual Clauses, redacted prior to sharing with Customer, and Customer agrees that such copies will be treated confidentially and provided only following a reasonable written request.
- 4.2 Right to Object. Customer may object to Blue Prism’s use of a new Subprocessor by notifying Blue Prism by email to [privacy@blueprism.com](mailto:privacy@blueprism.com), within ten (10) business days of the relevant update to the list referred to in Section 4.1. In its notification, Customer shall explain its reasonable grounds for objection. In the event Customer reasonably objects to a new Subprocessor, Blue Prism will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer’s

configuration or use of the Services to avoid Processing of Personal Data by such new Subprocessor without unreasonably burdening Customer. If the Parties are unable to make such change within a reasonable period of time, which shall not exceed sixty (60) days, either Party may terminate the applicable Services in accordance with the terms of the Agreement, but only with respect to those specific aspects of the Services which cannot be provided by Blue Prism without the use of the objected-to new Subprocessor, by providing written notice to the other Party.

- 4.3 Emergency Replacement. Blue Prism may replace a Subprocessor if the need for the change is urgent and necessary to provide the Services. In such instance, Blue Prism shall notify Customer of the replacement as soon as reasonably practicable, and Customer may object to the replacement Subprocessor pursuant to Section 4.2 above.

## 5. Security Assistance & Cooperation

- 5.1 Security. Blue Prism will provide reasonable assistance to Customer regarding Customer's compliance with its security obligations under Applicable Law to the extent applicable to Blue Prism's role in Processing Personal Data under the Agreement, taking into account the nature of Processing and the information available to Blue Prism, by implementing appropriate technical and organisational measures, but without prejudice to Blue Prism's right to make future replacements or updates to such measures that do not lower the overall level of protection afforded to Personal Data. Blue Prism will ensure that the persons Blue Prism authorises to Process the Personal Data are subject to confidentiality obligations.
- 5.2 Personal Data Breach Notification & Response. If Blue Prism becomes aware of a Personal Data Breach, Blue Prism will inform Customer without undue delay and within any specific time period required under Applicable Law by email to the email address specified in Customer's signature block of this DPA. Any such notification is not an acknowledgement of fault or responsibility. To the extent available, this notification will include Blue Prism's then-current assessment of the following, which may be based on incomplete information:
- (a) the nature of the Personal Data Breach, including, if known, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
  - (b) the likely consequences of the Personal Data Breach; and
  - (c) measures taken or proposed to be taken by Blue Prism to address the Personal Data Breach, including, where applicable, measures to mitigate its possible adverse effects.

To the extent that it is not possible to provide the above information at the same time, Blue Prism may provide the information in phases without undue further delay. Blue Prism will not assess the contents of Personal Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with legal requirements for incident notification applicable to Customer and fulfilling any third-party notification obligations applicable to it related to any Personal Data Breach. Nothing in this DPA or in the Standard Contractual Clauses shall be construed to require Blue Prism to violate, or delay compliance with, any legal obligation it may have with respect to a Personal Data Breach or other security incidents generally.

## 6. Responding to Individuals Exercising Their Rights Under Applicable Law

To the extent legally permitted, Blue Prism shall promptly notify Customer if Blue Prism receives any requests from an individual seeking to exercise any rights afforded to them under Applicable Law regarding their Personal Data, which may include: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to a solely automated decision with a significant effect (each, a "Data Subject Request"). To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Blue Prism shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Blue Prism is legally permitted to do so and the response to such Data Subject Request is required under

Applicable Law. To the extent legally permitted, Customer shall be responsible for any costs incurred by Blue Prism arising from Blue Prism's provision of such assistance, including any associated fees.

## **7. DPIAs and Consultation with Supervisory Authorities or other Regulatory Authorities**

Taking into account the nature of the Processing and the information available to Blue Prism, Blue Prism will provide reasonable assistance to and cooperation with Customer for Customer's performance of any legally required data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Blue Prism, and in consultation with supervisory authorities or other regulatory authorities as required, by providing Customer with any publicly available documentation for the Services or by complying with the Audits section below. Additional support for data protection impact assessments or relations with regulators may be available and would require mutual agreement on fees, the scope of Blue Prism's involvement, and any other terms that the Parties deem appropriate.

## **8. Data Transfers**

- 8.1 Customer authorises Blue Prism and its Subprocessors to make international transfers of Personal Data in accordance with this DPA where permitted under Applicable Law.
- 8.2 For transfers of Personal Data under this DPA from the EEA to countries which do not ensure an adequate level of data protection within the meaning of Applicable Law, to the extent such transfers are subject to such Applicable Law, such transfers may be made under an applicable adequacy decision or approved binding corporate rules or, where one of the foregoing is not in place, the relevant Standard Contractual Clauses shall apply to such transfers.
- 8.3 Where the Standard Contractual Clauses apply in accordance with Clause 8.2:
  - (a) for transfers of Personal Data to Blue Prism, they will be deemed completed as follows: (i) the "exporter" is Customer, and the exporter's contact information is set out in the Agreement (where Customer is not the Data Controller, Customer is the exporter acting on behalf of each relevant Data Controller); (ii) the "importer" is Blue Prism, and Blue Prism's contact information is set out in the Agreement; and (iii) the information required by Appendices 1 and 2 of the Standard Contractual Clauses is set out in Annex A below; and
  - (b) for transfers of Personal Data by Blue Prism to Subprocessors under this DPA, Blue Prism shall enter into either: (i) the Standard Contractual Clauses for transfers from Data Controllers to Data Processors and, upon written request from Customer, exercise its rights under such Standard Contractual Clauses on behalf of Customer; or (ii) where available, the Standard Contractual Clauses for transfers from Data Processors to Data Processors.

By entering into the Agreement, the Parties agree that they are entering into, and are deemed to be signing, the Standard Contractual Clauses and its applicable Appendices.

## **9. Audits**

Blue Prism shall allow for and contribute to audits, including inspections, conducted by Customer (or another auditor nominated by Customer, and whose identity is acceptable to Blue Prism, acting reasonably) in relation to Processing of Personal Data under this DPA, subject to the following conditions: for so long as the Agreement remains in effect and at Customer's sole expense, Customer may request that Blue Prism provide it with documentation, data, and records ("Records") no more than once annually relating to Blue Prism's compliance with this DPA (an "Audit"). To the extent Customer uses a third-party representative to conduct the Audit, Customer shall first ensure that such third party representative is bound by obligations of confidentiality no less protective than those contained in this Agreement. Customer shall provide Blue Prism with not less than thirty (30) days prior written notice of its intention to conduct an Audit. Customer shall conduct its Audit in a manner that will result in minimal disruption to Blue Prism's business operations and shall not be entitled to receive data or information of other

customers of Blue Prism, nor any Confidential Information of Blue Prism or its Affiliates that is not directly relevant for the specific purposes of the Audit. If any material non-compliance is identified by an Audit, Blue Prism shall take prompt action to correct such non-compliance. For the avoidance of doubt, this provision does not grant Customer any right to conduct an on-site audit of any Blue Prism premises or an audit of any Blue Prism systems. Customer shall reimburse Blue Prism for any time expended for an Audit at Blue Prism's then-current rates, which will be made available to Customer upon request prior to any Audit.

#### **10. Return or Destruction of Personal Data**

Blue Prism may delete all Personal Data Processed for the purpose of delivering the Services following the expiry of 90 days from termination of the Agreement. Upon written request from Customer's authorised representative (which for purposes of this section is any Customer employee that has certified in writing that they are authorised to make such decisions on behalf of Customer), Blue Prism shall delete all Personal Data in accordance with the requirements under Applicable Law. Notwithstanding the foregoing, and provided that such retention of the relevant Personal Data is permitted under Applicable Law, this provision will not require Blue Prism to delete Personal Data from archival and back-up files or to delete Personal Data it is legally required to retain.

#### **11. Liability**

The liability of each Party and each of its Affiliates, taken together and in the aggregate, under or pursuant to this DPA and any other data processing agreements entered into between Blue Prism and its Affiliates on the one hand, and Customer and its Affiliates on the other hand, shall be subject to the provisions of the Agreement relating to liability.

## Annex A

### Details of Personal Data Processing

Category of information	Required by	Details
Data exporter	Standard Contractual Clauses Appendix 1	Customer, a user of the Services.
Data importer	Standard Contractual Clauses Appendix 1	Blue Prism, provider of the Services.
Data subjects	Standard Contractual Clauses Appendix 1 and Article 28(3) GDPR	Depending on Customer's usage of the Services, this could include any Personal Data that Customer elects, at its sole discretion, to have Processed as part of the Services. This could include Personal Data in respect of the data exporter's personnel, as well as individuals in other categories, such as the data exporter's customers, service providers, business partners, collaborators, affiliates and others.
Categories of Personal Data	Standard Contractual Clauses Appendix 1 and Article 28(3) GDPR	The Services do not impose a technical restriction on the categories of Personal Data Customer may provide or introduce for Processing as part of its use of the Services, which utilise technologies made available to Customer under the Agreement. The Personal Data Processed by Blue Prism is thus determined by Customer's use of the Services, and may include a variety of data depending on such use, including name, email address, telephone number, title, and other categories of Personal Data provided or introduced for Processing by Customer.
Special categories of data (if appropriate)	Standard Contractual Clauses Appendix 1	The Service does not impose a technical restriction on the categories of Personal Data Customer may provide.
Processing operations	Standard Contractual Clauses Appendix 1	The subject matter, nature and purpose of the Processing are Blue Prism's provision of the Services to Customer as further described in the Agreement. This involves Processing Personal Data as part of, and in connection with, Customers automation practices. The duration of the Processing will be for the duration of the Services and until all Personal Data has been deleted or returned following cessation of the Services.
Description of the technical and organisational security measures	Standard Contractual Clauses Appendix 2	Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) can be found in the Agreement between the Parties and the technical documents referred to therein.
Subject matter of the processing;	Article 28(3) GDPR	Delivering the Services under the Agreement.
Duration of the processing	Article 28(3) GDPR	Blue Prism will Process Personal Data for the duration of and in accordance with the Agreement.
Nature and purpose of the processing	Article 28(3) GDPR	Blue Prism will Process Personal Data for the purpose of enabling the delivery of the Services.
Data Controller's obligations and rights	Article 28(3) GDPR	As set in the Agreement and the DPA, including using of the Services in compliance with Applicable Laws.