

Professional Services Data Processing Supplement

This Professional Services Data Processing Supplement (“**Data Processing Supplement**”) applies where specified in a SOW between Blue Prism and Customer in respect of Personal Data processed by Blue Prism in connection with that SOW, and supplements any other agreement(s) between Blue Prism and Customer regarding the relevant professional services (the “**Agreement(s)**”) with effect from the SOW Effective Date of the relevant SOW. By entering into a SOW that refers to this Data Processing Supplement, Customer and Blue Prism each agree to the terms in this Data Processing Supplement. To the extent that the Agreement(s) contain data protection terms that are inconsistent with the terms of this Data Processing Supplement, those existing terms shall prevail in respect of such inconsistency (except to the extent necessary to comply with Data Protection Law).

1. Definitions and interpretation

Capitalised terms used in this Data Processing Supplement shall have the meanings given in the Agreement(s) unless otherwise defined in this Data Processing Supplement.

2. Personal Data processing

- 2.1 In the event that Blue Prism processes Personal Data, other than Account Management Information, received from or on behalf of Customer, Customer appoints Blue Prism as a “processor”, “service provider” or the equivalent term as defined by Data Protection Law, to process the Personal Data for the purposes of providing the Professional Services or as otherwise agreed in writing (the “**Permitted Purpose**”), and, the remaining provisions of this Section 2 shall apply.
- 2.2 To the extent that Personal Data is processed by Blue Prism, Customer authorises Blue Prism’s transfer of Personal Data to other countries and engagement of others to process the Personal Data for the Permitted Purpose. Blue Prism’s relevant third party processors are listed on <http://portal.blueprism.com/agreements> (and any successor or related sites designated by us), and Blue Prism remains primarily responsible for the performance of any subcontracted obligations. If Blue Prism engages a new processor of Personal Data, Blue Prism will update the list before permitting access to the Personal Data. Blue Prism will also impose contractual terms to the standard required by law. Customer can object to the new processor on reasonable grounds within ten (10) business days of Blue Prism’s update to the list, in which case Blue Prism will look at whether Blue Prism can support Customer without using them (or otherwise resolve your objection). If not, Blue Prism will not allow the new processor to process the Personal Data, and Blue Prism may suspend the Professional Services.
- 2.3 To the extent that Personal Data is processed by Blue Prism, Blue Prism will implement technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, and from unauthorised disclosure (a “**Security Incident**”). If Blue Prism becomes aware of a Security Incident, Blue Prism will tell Customer without undue delay and provide Customer with reasonable information to help Customer fulfil any reporting obligations Customer has. Blue Prism will also take reasonable steps to remedy or mitigate the impact of the Security Incident. Blue Prism will ensure all of its personnel who have access to Personal Data are bound by obligations of confidentiality.
- 2.4 If Customer needs Blue Prism’s reasonable assistance to respond to any request from a data subject of Personal Data, or any enquiry or complaint, Blue Prism will provide it and bear the cost of this unless we consider it will require additional resource from Blue Prism, in which case Blue Prism will let Customer know before incurring additional costs. If Blue Prism receives any communication itself in relation to Personal Data processed on behalf of Customer in the course of providing the Professional Services, Blue Prism will let Customer know promptly. If Blue Prism believes its processing of Personal Data poses a high risk to the data protection rights and freedoms of the data subjects, Blue Prism will let Customer know and reasonably co-operate with any data privacy impact assessment as may be required by law.
- 2.5 Following termination or expiry of this Agreement, Blue Prism will destroy or return any Personal Data Blue Prism holds as processor except as required to comply with law, or Personal Data which has been archived on back-up systems. This Section 2 will continue to apply to any retained Personal Data for as long as Blue Prism holds it.
- 2.6 Where it has been established that Personal Data is being processed by Blue Prism, Blue Prism shall also contribute to audits and inspections by allowing Customer to review any written records which Blue Prism maintains in respect of, and will also respond to any written audit questions in respect of, Blue Prism’s compliance with this Section 2.