

Blue Prism Training Services Terms and Conditions (Americas)

These Blue Prism Training Services Terms and Conditions (“Terms”) govern the Training Services Blue Prism agrees to provide to Customer in a Statement of Work. Together, these Terms and the Statement of Work form the “Agreement”.

1) Definitions

- a) **“Affiliate”** as to a party, means any other legal entity that directly or indirectly controls, or is controlled by or under common control with such party, with ‘control’ as applied to any legal entity being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such entity.
- b) **“Blue Prism”** means the Blue Prism entity indicated in the Statement of Work, or the relevant Blue Prism Affiliate where the context so requires.
- c) **“Change Order”** means an agreed upon written change or modification to the Training Services.
- d) **“Confidential Information”** means any and all information (whether oral, written or in some other tangible or permanent form) disclosed by one party or its Affiliates (the **“Disclosing Party”**) to the other party or its Affiliates (the **“Receiving Party”**) under or in connection with this Agreement and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Disclosing Party, including but not limited to details of the Training Services and the terms of this Agreement.
- e) **“Data Protection Law”** means all privacy laws applicable to personal data processed under the Agreement.
- f) **“Force Majeure Event”** means any circumstance not within Blue Prism reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors; and (ix) interruption or failure of utility service.
- g) **“Personal Data”** has the meaning ascribed to it in the relevant Data Protection Law.
- h) **“Training Services”** means those services performed by Blue Prism for Customer, as further described in an applicable Statement of Work.
- i) **“Statement of Work”** or **“SOW”** means a written document agreed by the parties that either incorporates by reference or attaches to these Terms and describes the Training Services provided by Blue Prism to Customer.

2) Services

- a) Blue Prism will perform the Training Services outlined in the Statement of Work, subject to the terms of this Agreement.
- b) Either party may submit a request for a Change Order to the other party for review and consideration. Blue Prism shall provide in writing an understanding of the requested Change Order, and an impact assessment in terms of any cost and timetable variations. Blue Prism will implement changes to Training Services only upon mutual written agreement of the Change Order.
- c) Each party acknowledges that the successful and timely rendering of the Training Services requires good faith and timely cooperation. Both parties will use all commercially reasonable efforts to perform their responsibilities and discharge their obligations in accordance with the Statement of Work, as amended by any Change Order. Customer acknowledges that a failure or delay by it to meet its obligations may impact Blue Prism’s ability to perform the Training Services within the estimated time and cost. If a milestone is delayed or rendered impossible due to Customer’s failure to fulfil its obligations, Blue Prism reserves the right to issue invoices for such milestone on the dates listed in the SOW irrespective of whether the milestone has been reached.

3) Personnel

Blue Prism shall perform background investigations in accordance with Blue Prism’s policies on Blue Prism employees performing

Training Services on-site at Customer’s location. While on-site at such location, Blue Prism employees shall comply with Customer’s applicable security and health and safety policies provided to Blue Prism in writing a reasonable time in advance of such visit.

4) Warranty

- a) Blue Prism warrants that the Training Services will be performed with reasonable skill and care. As the sole remedy for breach of this warranty, Blue Prism will, at its sole discretion, re-perform any materially defective Training Services free of additional charge, provided that (i) Customer promptly notifies Blue Prism in writing of any alleged defects within thirty (30) days of delivery of the Training Services and (ii) such defects are not caused by, or the result of, the acts or omissions of Customer or anyone acting on its behalf. Blue Prism may, at its sole discretion and as an alternative to re-performance, provide a refund to Customer in respect of any materially defective Training Services.
- b) EXCEPT AS EXPRESSLY SET FORTH HEREIN, BLUE PRISM MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

5) Charges

- a) Training Services are charged as specified in the applicable Statement of Work. Customer agrees to be invoiced and pay all applicable charges as outlined in the Statement of Work. The charges are exclusive of applicable taxes. If Blue Prism performs Training Services on-site at Customer’s designated location, Customer shall also be responsible for expenses incurred by Blue Prism in accordance with Blue Prism’s then current travel and expense policy, including a per diem meal allowance where suitable catering is not provided. All such taxes and reimbursable expenses will be added, where applicable, to an invoice or separately invoiced.
- b) All payments are due by the earlier of (i) thirty days from the date of the invoice and (ii) the date falling 14 days prior to performance of the Training Services. Blue Prism may charge interest on outstanding sums from the due date for payment until payment is made accruing on a daily basis and compounded monthly at the rate of one and one half percent (1.5%) per month or such maximum annual interest rate permitted by law, whichever is less. Blue Prism may also suspend the performance of the Training Services for so long as any payment remains due and unpaid.

6) Cancellation and Rescheduling

- a) Subject to Section 6(d) below, Training Services are non-cancellable and non-refundable.
- b) Training Services may be rescheduled by Customer free of additional charge or by Blue Prism, provided that (i) written notice of the request to reschedule is received by Blue Prism or Customer, as applicable, not less than 15 days prior to the date on which such Training Services were due to be performed and (ii) a rescheduled date is agreed for such Training Services to be performed which is no more than 60 days later than the original date they were due to be performed. At Blue Prism’s discretion, Customer may be permitted to reschedule Training Services (i) on less than 15 days’ written notice, subject to payment of a rescheduling fee equal to 50 percent of the applicable charges for the rescheduled Training Services or (ii) on less than 7 days’ written notice, subject to payment of a rescheduling fee equal to 100 percent of the applicable charges for the rescheduled Training Services.
- c) Customer may only reschedule any Training Services once and shall remain responsible for any expenses incurred by Blue Prism in connection with any rescheduled Training Services.
- d) Blue Prism shall be entitled to reschedule or cancel any Training Services in the event of a Force Majeure Event.

7) Intellectual Property

- a) Effective at the time Blue Prism receives full and final payment for the Training Services, Blue Prism grants to Customer a non-

exclusive, non-transferable, perpetual license to use any training materials provided by Blue Prism for Customer's internal business purposes.

- b) Customer acknowledges and agrees that, except for any of Customer's Confidential Information, title to all portions of the Training Services and any pre-existing materials, and all intellectual property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Training Services, are and remain owned by and vested in Blue Prism or its licensors.
- c) Customer acknowledges that Blue Prism provides similar Training Services to other third parties and Blue Prism shall continue to be free to perform similar services for its other customers using its general knowledge, skills, tools, routines, algorithms, programs and experience.

8) Training Environments

Where Training Services involve access to and/or use of training platforms, environments and/or services ("**Training Environments**"), Customer and participants may be required to agree to alternative terms governing such access and/or use. Any access to and/or use of Training Environments shall be permitted solely for the purposes of completing the relevant training, for non-commercial, non-production purposes, and only for such period of time as Blue Prism determines. Blue Prism may, at its discretion and without notice, change, limit or discontinue access and use at any time. Training Environments may not be used to process any personal or commercially sensitive data and if any such data is introduced Blue Prism has no responsibility for such data and may delete or destroy any data at any time. Training Environments, including any support and other supplemental services or materials provided, are provided "AS IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND "AS AVAILABLE", AND BLUE PRISM EXCLUDES ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW; AND, SAVE TO THE EXTENT LIABILITY CANNOT LAWFULLY BE EXCLUDED OR LIMITED, BLUE PRISM SHALL HAVE NO LIABILITY WITH RESPECT TO THE TRAINING ENVIRONMENTS, OR ANY SUPPORT OR OTHER SUPPLEMENTAL SERVICES OR MATERIALS.

9) Confidentiality

- a) Each party shall: (i) keep the other party's Confidential Information confidential; (ii) not use the other party's Confidential Information except for the purposes of this Agreement and as provided for herein without the prior written consent of the other party; and (iii) not divulge the other party's Confidential Information to any third party, excluding to an Affiliate, except for the purposes of this Agreement and shall procure that each such third party is aware of and complies with these obligations as to confidentiality.
- b) The provisions of Section 9(a) shall not apply to any Confidential Information that the Receiving Party can show: (i) is in the public domain other than as a result of a breach of this Agreement or any other obligations of confidentiality; (ii) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto; (iii) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or (iv) was developed independently of and without reference to any confidential information disclosed by the disclosing party.

10) Limitation of Liability

- a) SUBJECT TO SECTION 10(C) BELOW, EXCEPT AS PROHIBITED BY APPLICABLE LAW, BLUE PRISM'S MAXIMUM LIABILITY RELATING TO THE TRAINING SERVICES (REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE) SHALL BE LIMITED TO: (I) IF CHARGES ARE TO BE PAID OR PAYABLE FOR THE TRAINING SERVICES, THE CHARGES PAID OR PAYABLE TO BLUE PRISM FOR THE PORTION OF THE TRAINING SERVICES GIVING RISE TO LIABILITY; OR (II) IF NO CHARGES ARE PAYABLE, \$20,000.

- b) SUBJECT TO SECTION 10(C) BELOW, EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN EACH CASE WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, EVEN IF BLUE PRISM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, IN NO EVENT SHALL BLUE PRISM BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE WHICH DOES NOT ARISE AS A DIRECT AND NATURAL CONSEQUENCE OF THE DEFAULT IN QUESTION, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR, WHETHER DIRECT OR INDIRECT, FOR LOSS OF PROFIT, LOSS OF REVENUE OR BUSINESS, LOSS OF ANTICIPATED COST SAVINGS, LOSS OF GOODWILL, OR LOSS OF DATA.
- c) Nothing in the Agreement shall limit or exclude either party's liability for death or personal injury resulting from that party's negligence, fraud or fraudulent misrepresentation, or for any other liability the exclusion or limitation of which is not permitted by applicable law.

11) Non-Solicitation and Non-Circumvention

For the duration of an applicable Statement of Work and for a period of one year after the Training Services are completed, Customer agrees not to employ or solicit the employment of any Blue Prism personnel who performed any part of the Training Services. Customer agrees to pay to Blue Prism an amount equal to the annual compensation for the one-year period immediately preceding the hiring or solicitation of any such Blue Prism personnel in breach of this paragraph.

12) Personal Data

- a) Each party shall comply with all requirements that apply to it under Data Protection Law.
- b) To provide the Training Services to Customer, Blue Prism may need to receive limited Personal Data to enable Blue Prism to manage Customer's account and to communicate with Customer and participants ("**Account Management Information**"). Customer acknowledges that, other than Account Management Information, Blue Prism does not want to receive, access, view or otherwise process any Personal Data in the course of providing the Training Services, and Customer agrees not to directly or indirectly disclose any Personal Data to Blue Prism. If Customer is providing or using any data as part of any Training Services, Customer shall provide or use data that is anonymized, redacted, or otherwise altered, or "dummy data", whereby it is not feasible for Blue Prism to reasonably identify any actual individuals from such data ("**Cleansed Information**").
- c) In the event that Blue Prism becomes aware that Customer has provided Personal Data to it in breach of Section 12(b), Blue Prism shall be entitled to delete it and cease providing the Training Services in question until Cleansed Information is provided.

13) General

- a) This Agreement shall commence as of the date specified in the Statement of Work, or if that is not expressly stated, then the date of the later signature in the Statement of Work. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so. This Agreement shall remain in full force and effect until the termination or expiration of the Statement of Work.
- b) Nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the parties.
- c) Neither party may assign this Agreement, nor any of its rights, duties or obligations under this Agreement, without the prior written consent of the other party, except that Blue Prism may assign this Agreement to an Affiliate or a successor entity in the event of a merger or acquisition.
- d) Blue Prism may subcontract some or all of the Training Services provided that Blue Prism remains responsible to Customer for any acts or omissions of any such subcontractor.
- e) Neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement to the

extent that such failure or delay arises due to an event of force majeure (provided always that the party so affected promptly notifies the other, in writing, of the cause and anticipated duration of the failure or delay).

- f) The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- g) Any notice or written communication given under or in relation to this Agreement shall be given in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent by special delivery post (in which case it shall be deemed to have been given on the second day after posting) to the other party at its address set out in the Statement of Work or to such other address as it has previously notified to the sending party in writing, including by email.
- h) This Agreement (including non-contractual disputes or claims) 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 and the parties hereby accept the exclusive jurisdiction of the courts located in New York, New York.
- i) Save where expressly stated otherwise, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it.
- j) No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.
- k) This Agreement sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this Agreement. Both parties acknowledge and agree that the terms and conditions of this Agreement supersede any different, inconsistent or pre-printed terms appearing on the face or reverse side of, or otherwise accompanying, any invoice, sales order, acknowledgement, purchase order or confirmation issued by Customer or Blue Prism.