

BLUE PRISM CONTRIBUTOR TERMS

1. What these Contributor Terms cover

- 1.1 By uploading or offering Assets on the Digital Exchange that you wish to sell to users (rather than making an Asset available at no cost), you accept and agree to abide by these "**Contributor Terms**". When we make your Assets available on the Digital Exchange for purchase, we are accepting your request and a contract forms between you, on behalf of your entity, and us incorporating these Contributor Terms.
- 1.2 These Contributor Terms supplement and do not change or override the terms of any licenses or other agreements between you and us, including but not limited to the general terms and conditions for using the Blue Prism website found [here](#) and the Blue Prism Online Services Terms to which you agreed upon registering as a user to the Digital Exchange. In the event of any conflict between these Contributor Terms and the Blue Prism Online Services Terms, these Contributor Terms shall control. Capitalized terms used but not defined in these Contributor Terms shall have the same meaning as set forth in the Online Services Terms.

2. About us.

- 2.1 We are Blue Prism Limited, and our address is 2 Cinnamon Park, Crab Lane, Warrington, WA2 0XP in the United Kingdom. Our company registration number is 4260035. Our registered VAT number is GB241843906.
- 2.2 You can contact us by telephoning our customer service team at +44 (0) 330 321 0055 or by writing to us at info@blueprism.com or the postal address above. You must send legal notices to legal.notices@blueprism.com. We will send our legal notices to the email address you provided when you registered for the online services.
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us upon registering for the Digital Exchange. Our use of the words "write", "writing" or "written" in these Contributor Terms includes communication by email.

3. Contract structure and Interpretation.

- 3.1 Your acceptance of these Contributor Terms allows you to make an Asset available to users on the Digital Exchange for a fee. A user obtaining a license for an Asset in exchange for payment is referred to in these Contributor Terms as a "**Buyer**". The contract under which the license is obtained and payment is made by the Buyer is referred to as the "**Buyer Contract**" and consists of the Asset Terms (as defined in the Online Service Terms) together with our standard "**Payment Terms**" located [here](#). Our acceptance of a Buyer's order on your behalf takes place when we email the Buyer that we accept the Buyer's order, at which point a binding Buyer Contract will come into existence between you and the Buyer.
- 3.2 You appoint us as your agent to: (i) offer your Assets on the Digital Exchange; (ii) facilitate the Buyer Contract between you and the Buyer via the Digital Exchange; (iii) to fulfil each Buyer Contract on your behalf as part of the Fulfilment Services (defined below); and (iv) collect and process payments on your behalf as part of the Clearing and Settlement Services (defined below). The Fulfilment Services and the Settlement Services shall be referred to together as the "**Services**".
- 3.3 You acknowledge that certain Buyers procure through an authorized reseller ("**Reseller**"). In such cases, the Services include fulfilment of the Buyer Contract through the Reseller.

4. Responsibilities of the parties.

- 4.1 Other than the Fulfilment Services that we provide, the provision and quality of the Asset, and dealing with any issues arising out of the Asset, are entirely your responsibility.
- 4.2 The Buyer is responsible to pay us for the Asset it orders via the Digital Exchange. We will collect the payment as your agent as part of the Clearing and Settlement Services, and the Buyer shall not be required to pay you directly.
- 4.3 You shall have no legal recourse against us for a breach of the Buyer Contract, which shall remain a matter between you and the Buyer. Your legal rights against us shall only be as set out in these Contributor Terms.

5. Fulfilment Services.

- 5.1 When a Buyer Contract is formed, we will:
- (a) for digital content, make the Asset available to the Buyer for download, and contact you to provide the identity and contact details of the Buyer and the Asset purchased;
 - (b) for services, contact you to provide the identity and contact details of the Buyer and the Asset purchased, so that you can fulfil the Buyer Contract,

each, the "**Fulfilment Services**". We will not be required to provide any after-sales service or support in connection with the Assets, which you shall be responsible for providing.

- 5.2 Upon us telling you that a Buyer Contract has been formed, you shall immediately commence any additional activities necessary to ensure that the Buyer is able to use the Asset, and any support you offer in connection with the Asset in accordance with the Asset Terms. You agree that you will fulfil all your obligations under the Asset Terms.

6. **Contributor Responsibilities**

- 6.1 You are under a legal duty to supply Assets that are in conformity with the Buyer Contract and any relevant technical documentation. You shall ensure that if a fault is identified with an Asset, such that the Asset no longer materially conforms with the Buyer Contract or the technical documentation, you will immediately let us know so that we may suspend availability of the Asset until a replacement version can be provided to us. If the Asset is provided as a service, you shall use reasonable care and skill in its provision. If an event outside your control prevents or delays your fulfilment of the Buyer Contract, you will let us know as soon as possible and take all reasonable steps to minimise the effect of the delay.

- 6.2 You acknowledge that the Buyer may have rights under the Payment Terms to cancel the purchase or otherwise end the Buyer Contract and you agree that we are not liable to you in connection with the Buyer's exercise of such rights. If the Buyer fails to comply with its obligations under the Buyer Contract and we are made aware of such failure, we may terminate the Buyer Contract on your behalf. We will let you know if a Buyer cancels or ends the Buyer Contract, or if we terminate the Buyer Contract. Likewise, you shall let us know immediately if you become aware that a Buyer has breached the Buyer Contract so we may take appropriate action.

- 6.3 You grant us all rights necessary in relation to your Asset and any other materials you provide to us to enable us to fulfil our obligations under these Contributor Terms.

7. **Clearing and Settlement Services.**

- 7.1 The "**Clearing and Settlement Services**" include our: (i) requesting payment for the Asset from the Buyer at the amount designated by you in accordance with Section 7.2 below; (ii) collecting such payment from the Buyer (either by us or through our payment services provider); (iii) calculating the amount due to you as a consequence of the Buyer Contract; (iv) transferring funds to your nominated account (less our Commission (defined below) and any applicable VAT or taxes); and (v) providing you with a monthly statement of the total sales of your Assets and our Commission and applicable VAT or taxes.

- 7.2 You shall choose a single currency and price at which your Asset may be purchased. We will sell your Asset at your designated price and currency or, at the Buyer's option, convert the designated price of your Asset to the currency the Buyer selects, using the prevailing published exchange rate on the date of the Buyer's purchase. You may update the price and/or currency at which your Asset is sold at any time by providing us with ninety (90) business days' written notice of the requested change.

- 7.3 You are responsible for the calculation, validation, and payment of Taxes assessed, incurred or required to be collected or paid for any reason in connection with a Buyer's purchase of your Asset. For the purposes of this Section 7.3, "Taxes" shall mean any and all direct and indirect sales, use, excise, import, export, value-added, withholding or assessment in the nature of a tax, duty or similar charge imposed by or on behalf of any government authority and any interest, fines, penalties or additions relating to such tax, duty or similar charge. You shall provide us with details of all Taxes to be charged and we shall charge the Buyer such Taxes, as determined by you, that apply to the provision of the Asset to the Buyer. You shall provide to us, and also include in the Asset Terms, any applicable tax registration details. If you do not provide us with your tax registration details, other taxes may apply depending on the jurisdiction in which the sale of the Asset occurs. However, under the laws in certain jurisdictions, we may be obligated to collect or remit Taxes on your behalf according to applicable laws, in which case you agree to provide, as requested, any documentation necessary to determine such Tax amounts, including but not limited to evidence of Buyer

exemption status, and tax registration details. Except as otherwise provided in this agreement, you agree that we are not obligated to determine whether Taxes apply nor the applicable rate, and we are not responsible to collect, report, or remit any Taxes to any tax authority, arising from any purchase of your Asset by the Buyer.

- 7.4 Although we may, for fraud prevention or detection purposes, obtain information or undertake checks intended to help verify the identities or backgrounds of Buyers, we do not make any representations about, confirm, or endorse any Buyer.
- 7.5 You agree to notify us promptly if you believe any error has occurred in connection with the Clearing and Settlement Services, and we shall use reasonable endeavours to correct any such error. We shall have no liability in relation to errors not notified to us within three months of their occurrence.
- 7.6 If we incur third party fees in connection with the transfer of funds to your account, we shall deduct these from the funds remitted to you. If we incur fees in connection with the collection of funds from the Buyer, we shall deduct these from the funds collected (such that we share the cost with you in proportion to our Commission).
- 7.7 You agree that, on full receipt of funds from the Buyer by us, the Buyer's debt (in connection with which the funds were paid) shall for all purposes have been discharged, and you undertake not to assert otherwise.
- 7.8 We shall remit payment to you at the end of each calendar month in relation to payments received by us in the month before that month. For example, we will remit to you at the end of February, your share of the payments received by us in January. We are not obliged to pay you for any Buyer Contract unless and until we have received payment from the Buyer.
- 7.9 If we become aware that there is a problem with an Asset, or a dispute in connection with any Buyer Contract, we may delay remitting your payment for that Asset for a period of up to three months to allow for potential refunds to Buyers. We shall be entitled to recover automatically from the sums due to you, or from you directly if they exceed such sums any refunds, chargebacks, or fines in connection with your Assets.
- 7.10 We shall not be liable to you or to any other person if we do not provide you with your payment when due if that failure is caused in whole or in part by you or circumstances beyond our control, provided that we take reasonable steps to ensure the payment is made as soon as reasonably practicable thereafter. Otherwise, if we fail to remit payment to you on time, we will add two percent (2%) per annum interest to the remitted amount prorated for the period of delay. You agree that this shall be a remedy for any such late payment and you shall not be entitled to any other payment or fees due to such late payment.

8. Commission.

- 8.1 In consideration of the provision of the Fulfilment Services and Clearing and Settlement Services, we shall be entitled to deduct from the funds remitted to you (a) in a transaction directly with a Buyer, an amount equal to twenty-five percent (25%) of the price (excluding tax) of the Assets sold, or (b) in a transaction through a Reseller, an amount equal to thirty-five (35%) of the price (excluding tax) of the Assets sold (either of (a) or (b), as applicable, our "**Commission**"), plus in either case any VAT or sales tax due for the provision of our Services.

9. Warranties.

- 9.1 In addition to the warranties you give to us in the Online Service Terms, you warrant and represent that the information you provide is accurate, current, and complete in all respects. You acknowledge that you are solely responsible for setting the correct price for your Assets and that such price complies with applicable laws and regulations in the countries in which the Asset is made available. You warrant and represent that your Asset complies with all applicable laws and regulations.
- 9.2 We warrant that we will use reasonable care and skill in the performance of the Services under these Contributor Terms. However, the Services are provided on an 'as is' and 'as available' basis, and are available to you at your sole risk. In particular, we do not warrant that the Services will meet your specific requirements or will be uninterrupted, timely, secure, or error-free; that any information relating to, or results that may be obtained from, the use of the Services will be accurate, complete, or reliable; or that any errors in the Services will be corrected.

9.3 We give no other warranties (and make no representations), whether express or implied, statutory or otherwise, including those relating to satisfactory quality or fitness of the Services for a particular purpose. All warranties and representations by either party not stated herein are hereby expressly excluded from these Contributor Terms to the extent permitted by applicable law.

10. Liability.

10.1 Nothing in these Contributor Terms shall exclude or in any way limit a party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law. Subject to the foregoing: (i) our maximum aggregate liability under or in connection with the performance of our obligations under these Contributor Terms, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to the Commission received by us in connection with any of your Assets in the twelve months prior to the start of the first circumstance giving rise to the liability; and (ii) we shall not be liable for any loss of income or profits; loss of contracts, goodwill, use or data, or other intangible losses; or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (even if we have been advised by you of the possibility of such loss or damage).

10.2 We shall not be responsible for any loss, damage, or expense caused by our acting in accordance with applicable mandatory laws and regulations, terms, or rules (including mandatory rules and regulations of banking industry payment systems).

11. Suspension or termination of services.

11.1 We may suspend your use of the Services (including the availability of your Assets) immediately without liability to you if we reasonably consider that:

- (a) you have breached any of these Contributor Terms;
- (b) your use of our Services: (i) poses a security risk to us or any third party; (ii) may adversely impact the Services or the systems or content of any other user of the services; (iii) may subject us, our affiliates, or any third party to liability; or (iv) may be fraudulent; or
- (c) you have ceased to operate your business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any insolvency or similar proceeding.

11.2 You may terminate your use of the Services by ceasing to make Assets available for purchase on the Digital Exchange. We may terminate your use of the Services by giving you not less than fourteen days prior written notice.

11.3 Termination or cessation of the Services under these Contributor Terms shall not affect a Buyer's access or license to use any Asset that has already been provided to them or for which we have already received payment, which shall continue for the term specified in the Buyer Contract.

11.4 If these Contributor Terms are terminated, any sums accrued prior to such termination and payable by one party to the other shall remain payable in accordance with the timescales set out in these Contributor Terms.

12. Confidentiality.

12.1 The exchange of confidential information between you and us is governed by the Online Services Terms. Notwithstanding the foregoing, you agree that we may disclose such information to our affiliates or our services providers for the purposes of fulfilling our obligations under these Contributor Terms.

13. Changes.

13.1 We may amend these Contributor Terms or the Payment Terms (or other terms applicable to the Digital Exchange or Services) and modify the Services that we offer at any time, and the change will take effect fourteen days after we notify you. If the amendment or modification is not acceptable to you, your sole recourse will be to cease using the Services before the change becomes effective.

14. Miscellaneous.

14.1 Force Majeure: We shall not have any liability for delay or non-performance caused by any circumstances beyond our reasonable control.

- 14.2 Set Off: Without prejudice to our other rights, we may set off against or retain from any undisputed sums due to you, any amounts due to us or our affiliates from you.
- 14.3 Assignment and Subcontracting: We may assign or transfer both the benefit and the burden of these Contributor Terms in whole or in part upon notice to you (and, if necessary, you will execute a novation agreement to effect such transfer upon request). You may not assign or transfer either your benefit and burden of these Contributor Terms without our prior written consent. You acknowledge that we can subcontract any of our obligations under these Contributor Terms to any of our affiliates. If we do we will remain responsible for those obligations.
- 14.4 Severance: Each of the provisions of these Contributor Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Whole agreement: These Contributor Terms constitute the entire agreement and understanding between you and us with regard to the Services and supersedes and extinguishes any prior agreements or communications between us in relation to the same subject matter. It is agreed that neither of us has relied upon any representation, warranty, or undertaking of any other party that is not expressly set out or referred to in these Contributor Terms.
- 14.6 Waiver: Even if we delay in enforcing our rights, we can still enforce them later. If we do not insist immediately that you do something you are required to do under these Contributor Terms, or if we delay in taking steps against you in respect of your breaking this them, that will not mean that you do not have to do those things—it will not prevent us taking steps against you at a later date.
- 14.7 Third party rights: These Contributor Terms apply between (i) us and (ii) you and the entity you represent. No other person or entity has any rights under them.
- 14.8 Disputes, Governing Law: English law governs these Contributor Terms. You and we can bring legal proceedings in the English courts, which shall have exclusive jurisdiction.