

# End User License and Support Terms

We (Blue Prism Software, Inc. if you are in the Americas or Blue Prism Limited if you are in any other jurisdiction) have set out here the terms that apply to the digital workforce we provide to you. We draw your attention to the following key clauses: Clause 3 on warranties, Clause 4 on the use of our products, and Clause 6 on limitations on liability. This document, and its schedules and annexes as appendices to it, including the Order (where "**Order** or **order**" means an order on the Blue Prism Order Form or other document agreed with us that incorporates these terms), contain the whole agreement between the parties relating to the subject matter hereof and set out the terms on which you can use our products and services (our "**Agreement**"). The applicable End User License and Support Terms are those set out in the version signed between the parties at the time of your initial Order, unless agreed otherwise in writing between us. The order will set out the software to be made available to you (the "**Software**") and the support that we will provide. The Agreement starts on the date set out in the order document between you and us, or between you and the Reseller, and lasts until the end of the license term also specified there, unless it is terminated earlier in accordance with these terms.

## 1. Product License and Support

1.1 Once we accept your Order we will generate your license keys for the Software in the quantities specified in the order, and provide the support specified in the order. When we issue a license key to you, we grant you a non-exclusive license to use the Software in the format it is provided to you. We will provide you with license keys which last for twelve (12) months unless otherwise stated in the order. If a license key expires before the Agreement does, and provided you are compliant with the Agreement, we will provide further license keys. We will do this to cover the whole term of the Agreement. Each license key permits you to deploy a single instance of the Software in a single live, production environment, to make copies as reasonably required for back-up, testing, development or archive and to use all the written materials we make available to you. The Software and these materials together form the "**Products**".

1.2 Your license permits you and your Affiliates, through your Users, to use the Products for automating your (and your Affiliates') business processes (which includes automation of your own business processes for the benefit of your clients). Your "**Affiliates**" are persons that control, are controlled by, or are under common control with you, where "**control**" means direct or indirect ownership of at least 50% of the voting interest. Your "**Users**" are any employee, individual contractor, or employee of a service provider to you, which you allow to use the Products provided to you. You will be responsible for all acts and omissions of your Affiliates and Users and, if you use third party hosting, those of the hosting provider as if they were your own. Except as described here, the Agreement does not permit you to assign, sub-license, copy or provide or make the Products available to any person, or use the Products for any person. The Agreement does not permit you to modify or adapt the Products, or render any Software human-readable. You may not reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation.

1.3 If there is any overuse of a Product, or use outside the scope of the license granted, whether identified by audit or otherwise, you agree to pay for any overuse of the Products or an extension to the license at our standard rates.

## 2. Security and Updates

2.1 We will take reasonable steps to ensure that our Software does not contain viruses or other malicious code.

2.2 We may make changes to the Products from time-to-time, for example to improve them or address potential security concerns, and will make updated versions available to you.

## 3. Our Warranties

3.1 We warrant that the Software will in all material respects have the functionality specified in its technical documentation when working within an environment meeting the minimum technical requirements specified in that documentation. If we breach this warranty your sole remedy will be to require us to provide a corrected version of the Software. You agree that we are not required to try to remedy any error that cannot be replicated on the latest version of the Software.

3.2 We also warrant that we will provide support with reasonable skill and care. If this warranty is breached your sole remedy will be re-performance.

3.3 **To the extent not prohibited by mandatory law: (i) we exclude all terms and obligations which would otherwise be implied into the Agreement; and (ii) we exclude any statement not set out in the Agreement. We will not be held to statements made by third parties. You acknowledge that the Products may not be completely error-free, or meet your particular requirement, and that the Products are priced on that basis.**

## 4. Your Responsibilities

4.1 You shall: (i) use the Products only in accordance with law (including export control laws and regulations), and not for any illegal purpose; (ii) ensure that you have all rights necessary to provide any materials that you provide to us, and to grant us the rights to use them for the purposes of the Agreement; (iii) not modify, remove, or obfuscate any copyright or other notice placed on or embedded in any Products; and (iv) not use the Software so as to subject any part of it to an open source license. You shall ensure that your Affiliates and Users will also comply with Clause 4.1.

4.2 You agree to defend us against any claim or proceedings brought by any person, and indemnify us against any loss, damage, or expense we suffer or incur, as a result of your breach of Clause 4.1.

## 5. Intellectual Property Rights and Indemnity

5.1 You retain all right and title to the processes and procedures which you automate using the Software. All right and title to the Products (and any derivative works) and anything we create belongs to us or our licensors. Except for the license expressly granted under the Agreement, all our rights are reserved and no other license is granted.

5.2 You grant us a non-exclusive license during the term of the Agreement to use all materials you provide to us in connection with the Agreement for the purposes of performing our obligations and exercising our rights under it. You agree that we are free to use all general knowledge, skills, techniques, and ideas that we acquire or develop in performing the Agreement, subject to any obligation of confidentiality under Clause 8. By providing feedback to us you agree that we may use it to improve our products or otherwise.

5.3 Provided you comply with Clause 5.4, we shall: (i) defend you against any legal proceedings brought by a third party alleging that your use of the Products in accordance with the Agreement infringes the intellectual property rights of that third party (an "**IPR Claim**"); and (ii) indemnify you for any amount we agree 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 breach of the Agreement or negligence, or use of a Product outside the scope of the Agreement; (ii) modification of any Product (other than modifications we make), or use of a non-current version of a Product where you have already been advised by us to upgrade; (iii) combination of a Product with third party materials; or (iv) use of the Product after you become aware of the IPR Claim (unless we agree you can continue to use it). This Clause 5.3 sets out our entire obligation

- and liability in connection with any allegation that a person's intellectual property rights have been infringed.
- 5.4 To benefit from the indemnity you must: (i) notify us promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days; (ii) procure that we have sole conduct of the investigation, defence, and settlement of the IPR Claim; (iii) provide such assistance as we reasonably request in relation to defence of an IPR Claim (at our cost); (iv) not take any step involving any payment or admission of liability in relation to an IPR Claim without our prior written consent; and (v) immediately cease using the Product subject to the IPR Claim (unless we agree otherwise).
- 5.5 If an IPR Claim is made (or we think one is likely to be made) we may, in our discretion: (i) procure the right for you to continue using the Product; (ii) replace or modify the Product to avoid the potential infringement; or (iii) terminate the Agreement immediately upon written notice to you and provide a pro-rata refund of any fees which have been paid to us in respect of the Software for the period following termination in lieu of damages and without admission of fault.
- 6. Liability**
- 6.1 Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, for breach of Clause 8, under the indemnities in Clause 11.2, for infringement by you of our intellectual property rights or breach of any restrictions on use set out in the Agreement, or for any liability which cannot lawfully be so excluded or limited.
- 6.2 Subject to Clause 6.1, neither of us shall 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, each party's total aggregate liability arising in connection with the Agreement, whether for breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise, shall not, in each year, exceed an amount equal to \$12,000 per digital worker ordered.
- 7. Audit**
- We are regularly audited against ISO/IEC 27001 standards by independent third party auditors. If you request it, we will provide details of this. We may inspect and take copies of your records (either ourselves or using an external auditor) to verify your compliance with the Agreement, on reasonable notice. You agree to allow access to all relevant records and personnel, and provide all reasonable assistance for the completion of the audit, and we will comply with your standard health and safety policies provided to us a reasonable time in advance of the inspection. We will bear our own costs, except if an audit shows any overuse of a Product or use outside of the scope of the license granted in which case you will pay our reasonable demonstrable costs of the audit.
- 8. Confidentiality**
- 8.1 If information is marked as confidential, or is by its nature confidential, it shall be "**Confidential Information**". Each license key is our Confidential Information. Confidential Information shall not include information that: (i) was in the public domain other than due to a breach of the 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 of us shall keep the other's Confidential Information confidential, and not use it except for the purposes of the Agreement without consent. Confidential Information shall not be disclosed to any third party except for the purposes of the 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 the 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 the Agreement.
- 8.4 The parties may publicize their relationship throughout the Agreement term in accordance with this Clause 8.4. Neither party may issue a press release or other public announcement ("**Publicity**") without the prior written approval of the other party (which will not be unreasonably withheld or delayed). Blue Prism may use your name and logo in its public customer lists (among and with no greater prominence than other named customers). Any use by a party of any stylized logos of the other party for Publicity shall be in accordance with the other party's trademark and logo usage guidelines.
- 9. Data Protection**
- 9.1 For the purposes of the Agreement, "**Data Protection Law**" means all privacy laws applicable to personal data processed under the Agreement and "Personal Data" means "personal data" or the equivalent term as defined by Data Protection Law.
- 9.2 We both agree to comply with the obligations that apply to us (respectively) under Data Protection Law. To provide support to you, we may need to receive limited Personal Data to enable us to communicate with you ("**Account Management Information**"). We do not wish to receive any Personal Data from you other than Account Management Information, and you agree not to disclose any such Personal Data to us. If a support issue requires the provision of additional information to us, you must anonymize, redact or otherwise alter the information such that it does not contain Personal Data ("**Cleansed Information**").
- 9.3 In the event that you provide us with Personal Data in breach of Clause 9.2, we shall be entitled to delete it and cease providing support in respect of the support issue in question until Cleansed Information is provided to us. In the event that you inadvertently provide Personal Data to us in breach of Clause 9.2, you appoint us as a "processor", or the equivalent term as defined by Data Protection Law, to process the Personal Data for the purposes of providing support or as otherwise agreed in writing (the "**Permitted Purpose**") and the remaining provisions of this Clause 9 shall apply.
- 9.4 You authorise our transfer of Personal Data to other countries and engagement of others to process the Personal Data for the Permitted Purpose. Our relevant third party processors are listed on <http://portal.blueprism.com/agreements>, and we remain primarily responsible for the performance of any subcontracted obligations. If we engage a new processor of Personal Data, we will update the list before permitting access to the Personal Data. We will also impose contractual terms to the standard required by law. You can object to the new processor on reasonable grounds within ten (10) business days of our update to the list, in which case we will look at whether we can support you without using them (or otherwise resolve your objection). If not, we will not allow the new processor to process the Personal Data, and we may suspend support.
- 9.5 We 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 we become aware of a Security Incident we will tell you without undue delay and provide you with reasonable information to help you fulfil any reporting obligations you have. We will also take reasonable steps to remedy or mitigate the impact of the Security Incident. We will ensure all of our personnel who have access to Personal Data are bound by obligations of confidentiality.
- 9.6 If you need our reasonable assistance to respond to any request from a data subject of Personal Data, or any enquiry or complaint, we will provide it and bear the cost of this unless we consider it will require additional resource from us, in which case we will let you know before incurring additional costs. If we receive any communication ourselves in relation to Personal Data, we will let you know promptly. If we believe our

processing of Personal Data poses a high risk to the data protection rights and freedoms of the data subjects, we will let you know and reasonably co-operate with any data privacy impact assessment as may be required by law.

9.7 Following termination or expiry of the Agreement, we will destroy or return any Personal Data we hold except as required to comply with law, or Personal Data which has been archived on back-up systems. This Clause 9 will continue to apply to any retained Personal Data for as long as we hold it.

9.8 We shall also contribute to audits and inspections by allowing you to review any written records which we maintain in respect of them, and will also respond to any written audit questions in respect of, our compliance with this Clause 9.

## 10. Termination

10.1 Either of us can terminate the Agreement upon written notice if the other commits a material breach which is not remedied (if capable of remedy) within thirty (30) days after notice to remedy such breach.

10.2 Upon termination or expiry of the Agreement, you will remove all copies of the Products from your systems and return them (or destroy them if we agree), and confirm in writing that you have done so, and immediately pay any amounts you owe us. Termination or expiry shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.

## 11. Dispute Resolution and Conduct of Claims

11.1 If one of us believes that the other has breached the Agreement, then that party shall notify the other in writing clearly explaining the nature of the alleged breach. Each of us will then co-operate to resolve the issue, including by taking steps to cure any breach. If it has not been resolved within a further twenty (20) business days, then either party can pursue its remedies at law, in equity, or otherwise. This shall not prevent a party from seeking interim relief through the courts.

11.2 We will only be liable to you in connection with the Agreement, not to third parties. If an Affiliate or User suffers a loss as a result of our 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 the Agreement). In exchange, you will defend and indemnify us against any claims brought directly against us by an Affiliate or User. If you use a third party hosting or other service provider, you will defend and indemnify us against any claims brought by that service provider.

11.3 If you are situated outside the Americas: (i) this Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and the parties hereby accept the exclusive jurisdiction of the English courts, and (ii) 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 whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.4 If you are situated in the Americas (i) 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. 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, (ii) IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, (iii) if any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs. For this purpose, "expenses" include, without limitation, court or other proceeding costs, and experts' and attorneys' fees and their expenses, (iv) no action under this Agreement, whether in contract or in tort, may be commenced more than two (2) years after the date on which such action accrued, and (v) 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.

## 12. Miscellaneous Provisions

12.1 Except for making payments, 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.

12.2 Except as otherwise expressly stated, nothing in the Agreement shall confer any right or benefit upon any person who is not a party to it. You may not dispose of or encumber the Agreement without our prior written consent (not to be unreasonably withheld).

12.3 During the Agreement and for six (6) months afterwards, neither of us may solicit any employee of the other who is or has been engaged in provision or receipt of the Software, provided that this shall not prevent offering employment if that individual responds to a general public advertisement for employment not specifically directed at employees of the other party.

12.4 Variations to the Agreement, and any waivers, must be in writing. Waiver on one occasion does not waive a right for future occasions. Rights and remedies under the 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.

12.5 The Agreement is the entire agreement and understanding between the parties and supersedes any other agreement relating to the same subject matter.