

SS&C|Blue Prism Chorus Professional Services Terms

These SS&C|Blue Prism Chorus Professional Services terms (the “**Terms**”) are agreed between you and the SS&C entity named in the mutually agreed “**Statement of Work**” (or “**SOW**”). References to “**we**”, “**our**”, “**us**” or “**SS&C**” shall be references to the relevant SS&C entity. These Terms are applicable to the Services (defined below) that we agree to provide to you and are as described in an SOW. These Terms and the relevant SOW together constitute your Agreement for Services.

1. Description of Services; Statements of Work

1.1 We will perform the tasks described on statements of work (“**Statements of Work**” or “**SOW’s**”) executed from time to time by SS&C and you (the “**Services**”). In the event of a conflict between an executed Statement of Work and these terms, the terms of the executed SOW shall control for purposes of work performed under that SOW. Statements of Work are not valid or binding unless signed by both SS&C and you. Neither party is obligated to execute any particular Statement of Work.

1.2 Either party may submit a request for a agreed upon written change or modification to the Services (a “**Change Order**”) to the other for review and consideration. The receiving party shall provide in writing an understanding of the requested Change Order, and an impact assessment in terms of any cost and timetable variations. We will implement changes to the Services only upon mutual written agreement of the Change Order.

1.3 Both parties acknowledge that the successful and timely rendering of the Services requires good faith and timely cooperation. Both parties will use commercially reasonable efforts to perform their responsibilities and discharge their obligations in accordance with the SOW or any Change Order. You acknowledge that a failure or delay by you to meet your obligations may impact our ability to perform the Services within the estimated time and cost. If a project is delayed or rendered impossible due to your failure to fulfill your obligations, we reserve the right to issue invoices for Services already delivered to you irrespective of whether the project has been completed.

1.4 All software, products, and/or deliverables provided by us under any SOW are owned by us and are Confidential Information. Subject to our receipt of full and final payment for the Services, we grant you a non- exclusive, non-transferable, irrevocable (unless we terminate these Terms for your uncured material breach), non- distributable/resaleable, non- sublicensable license for you and your Affiliates to use any Deliverables provided to you by us under the applicable SOW for your and your Affiliates’ internal business purposes.

1.5 Notwithstanding anything to the contrary, the parties recognize that from time to time you may, under these Terms, disclose your Confidential Information, which SS&C or its Affiliates shall in whole or in part rely on to design, structure or develop the software, products, and/or deliverables. Provided that, as developed, such software, product, and/or deliverable contains no Confidential Information identifiable as yours, (i) you hereby consent to SS&C’s and its Affiliates’ use of such Confidential Information to design, to structure or to determine the scope of such software, product, and/or deliverable or to incorporate into such software, product, and/or deliverable and that any such software, product, and/or deliverable, regardless of who paid for it, shall be, and shall remain, the sole and exclusive property of SS&C and its Affiliates and (ii) you hereby grant SS&C and its Affiliates a perpetual, nonexclusive license to incorporate and retain in such software, product, and/or deliverable your Confidential Information. All your Confidential Information shall be and shall remain your property.

1.6 You acknowledge that we provide similar Services to other third parties and we shall continue to be free to perform similar services for our other customers using our general knowledge, skills, tools, routines, algorithms, programs and experience.

2. **Travel and Expenses**

Reasonable expenses incurred by us for travel, lodging, meals and other out-of-pocket expenses are billed to you at actual cost.

3. **Relationship Management Responsibilities; Cooperation**

Each party shall assign a representative to coordinate performance of the Services under each SOW. In connection with the testing of Deliverables, you agree to provide, at no charge to us, such technical assistance and cooperation as we may reasonably request.

4. **Qualified Personnel**

We shall provide reasonably qualified personnel to perform the Services. Such SS&C personnel shall be skilled in the Services to be performed and shall not be dedicated to your project unless otherwise expressly set forth in an applicable SOW. Upon 30 days' prior notice to you, we may replace any dedicated personnel with other qualified personnel, provided the replacement does not materially adversely affect the Services or increase the cost of the Services to you. We will conduct or cause to be conducted a one-time background check on each member of SS&C's personnel who are providing services to you hereunder.

5. **Confidentiality**

5.1 The terms and conditions of these Terms, any SS&C content, including, but not limited to, ideas, developments, risk profiles, suggestions, processes, designs, concepts and materials now or hereafter owned by us or our affiliates and other developments related thereto and other information obtained by you concerning us and our affiliates including, but not limited to, information relating to business operations (including customers, suppliers, equipment, services of employees, financial information or methods of operation), know-how, trade secrets, technical and economic data, computer programs, systems documentation, ideas (including patent information), copyrights or publications of a confidential nature pertaining to us or any SS&C affiliate, its products and services or its customers (collectively, the "**SS&C Confidential Information**") is confidential and proprietary to SS&C and you hereby agree to use the SS&C Confidential Information only as required to receive the Services hereunder, to maintain the confidentiality of the SS&C Confidential Information and not to disclose the SS&C Confidential Information, or any part thereof, to any other person, firm or corporation. You acknowledge that disclosure of the SS&C Confidential Information in violation hereof may give rise to an irreparable injury to SS&C inadequately compensable in damages. Accordingly, we may seek (without the posting of any bond or other security) injunctive relief against the breach of the foregoing undertaking of confidentiality and nondisclosure, in addition to any other legal remedies which may be available, and you consent to the obtaining of such injunctive relief.

5.2 The information obtained by us hereunder concerning your or your Affiliates' software, software applications, equipment configurations, and business, including, but not limited to, to information relating to business operations (including customers, suppliers, equipment, services of employees, financial information or methods of operation), know-how, trade secrets, technical and economic data, computer programs, systems documentation, interfaces, requirements, specifications, ideas (including patent information), copyrights or publications of a confidential nature pertaining to you or any of your affiliates, your products and services or your customers (the "**Customer Confidential Information**") is confidential and proprietary to you and we hereby agree to use the Customer Confidential Information only to perform Services under these Terms, to maintain the confidentiality of the Customer Confidential Information and not to disclose the Customer Confidential Information, or any part thereof, to any other unaffiliated person, firm or corporation. We acknowledge that disclosure of the Customer Confidential Information in violation hereof may give rise to an irreparable injury to Customer inadequately compensable in damages. Accordingly, you may seek (without the posting of any bond or other security) injunctive relief against the breach of the foregoing undertaking of confidentiality and nondisclosure, in addition to any other legal remedies which may be available, and we consent to the obtaining of such injunctive relief.

5.3 The obligations of confidentiality and nondisclosure of each of the parties set forth in this Section 5 shall not apply to such portions of the confidential information of the other which (i) are or become generally available to the public other than as a result of a disclosure by the receiving party or its employees, representatives or agents; or (ii) become available to the receiving party on a non-confidential basis from a third party which is entitled to disclose it; or (iii) was known to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the other party; or (iv) are independently developed by a party without the use of the Confidential Information of the other party.

For purposes of this Section 5, the existence of a copyright notice or claim will not cause, or be construed to cause, any part of the Confidential Information to be published or to be in the public domain. All of the undertakings and obligations relating to confidentiality and nondisclosure, whether contained in this Section or elsewhere in these Terms, shall survive the disclosure of Confidential Information hereunder for a period of five (5) years.

5.4 Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law, or in defense of any claims or causes of action asserted against it; provided, however, that it shall (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; and (ii) at the other party's expense, cooperate in the other party's efforts to file a motion to quash or similar procedural step to frustrate the production or publication of information. Nothing herein shall require either party to fail to honor a subpoena, court or administrative order or requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

5.5 You will not sell, distribute or otherwise make available to any unaffiliated third party any deliverable provided by us to you under an SOW.

6. Data Protection

6.1 For the purposes of the Agreement, "Personal Data" means "personal data" or the equivalent term as defined by privacy laws applicable to personal data processed under the Agreement. Each party shall comply with all applicable requirements of all privacy laws applicable to Personal Data processed under the Agreement.

6.2 To provide the Services to you, we may need to receive limited Personal Data to enable us to communicate with you ("**Account Management Information**"). You acknowledge that, other than Account Management Information, we do not want to receive, access, view or otherwise process any Personal Data in the course of providing the Services, and you agree not to directly or indirectly disclose any such Personal Data to us unless we agree to receive it in accordance with Section 6.3 below. If we are reviewing or evaluating any databases, datasets or other information in the course of providing Services, you shall comply with data minimization principles in deciding whether to provide Personal Data to us, and to the fullest extent possible, you shall provide, whether directly or indirectly, information that is anonymized, redacted, or otherwise altered, or "dummy data", whereby it is not feasible for us to reasonably re-identify any actual individuals from such data ("**Cleansed Information**").

6.3 If it is not possible for you to provide Cleansed Information, you shall notify us and only provide Personal Data once we, at our sole discretion, agree in writing in a specific SOW or Change Order, to receive it. In the event that we become aware that you have provided Personal Data to us without our written agreement, we shall be entitled to delete it and cease providing the Services in question until Cleansed Information is provided or such a written agreement is put in place.

7. Termination

7.1 Unless otherwise provided in an SOW, you may terminate an SOW upon thirty (30) days prior written notice; provided you shall pay and reimburse us for any undisputed fees and expenses for Services performed through the date of termination in accordance with these terms and such SOW.

7.2 Without limiting our other rights and remedies for your breach of these terms or an SOW, and in addition to all other amounts due hereunder or under an SOW including, without limitation, reimbursable costs and expenses, if you terminate or cease to perform your obligations under these terms or an SOW without having previously delivered to us the prior written notice required by Section 7.1 above, then you agree that our damages for such breach may include, without limitation, (a) an amount equal to the estimated amount of fees that we would have earned through the end of the 30-day period described in Section 7.1 above, and (b) costs reasonably incurred by us that are directly attributable to such premature termination, including, without limitation (i) any termination fees and other direct costs incurred due to the termination of any additional equipment or services that the parties agreed would be obtained by us to perform Services under an SOW, and (ii) any severance and early termination payments to be paid to SS&C personnel and contractors providing Services under an SOW who are not re-deployed within SS&C and whose employment or contract with SS&C is to be terminated.

8. Limitation of Liability and Indemnification

Notwithstanding anything in these Terms to the contrary, SS&C shall not be liable to you for any action or inaction of SS&C or any SS&C associate except to the extent of direct losses finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence, willful misconduct or fraud of SS&C in the performance of SS&C's duties or obligations under these Terms. Under no circumstances shall SS&C or any SS&C associate be liable to you for losses that are indirect, special, incidental, consequential, punitive, exemplary or enhanced or that represent lost profits, opportunity costs or diminution of value. You shall indemnify, defend and hold harmless SS&C and every SS&C associates from and against losses (including legal fees and costs to enforce this provision) that SS&C or any SS&C associate suffer, incur, or pay as a result of any third party claim or claim among the Parties. Any expenses (including legal fees and costs) incurred by SS&C or any SS&C associate in defending or responding to any claims (or in enforcing this provision) shall be paid by you on a quarterly basis prior to the final disposition of such matter upon receipt by you of an undertaking by SS&C to repay such amount if it shall be determined that SS&C or a SS&C associate is not entitled to be indemnified. The maximum amount of cumulative liability of SS&C to you for losses arising out of the subject matter of, or in any way related to, these Terms shall not exceed the fees received by SS&C for the Services for the most recent 12 months immediately preceding the date of the event giving rise to the claim.

9. General

9.1 Neither party shall be in default by reason of any failure in performance of these Terms (other than the required payment of money) if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not restricted to, acts of terrorists, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without fault or negligence by the party failing to perform.

9.2 For the duration of an applicable SOW and for a period of one year after the Services are completed, you agree not to employ or solicit the employment of any of our personnel who performed any part of the Services. You agree to pay to us an amount equal to the annual compensation for the one-year period immediately preceding the hiring or solicitation of any of our personnel in breach of this Section.

9.3 Titles and paragraph headings are for convenience of reference and are not a part of these Terms.

9.4 No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing. In the event that any provision of these Terms shall be determined to be illegal or otherwise unenforceable, such provision shall be severed and the balance of these Terms shall continue in full force and effect.

9.5 These Terms may not be assigned by either party without the prior written consent of the other. Any attempt to assign these Terms in violation of this Section shall be void. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and permitted assigns.

9.6 All notices which either party hereto is required to give the other party shall be delivered by overnight delivery or courier (e.g., Federal Express), postage prepaid, and be effective as of the date that delivery was made. Notices shall be addressed to each party at the address indicated on the applicable SOW.

9.7 These Terms are to be construed under the laws of the State of Delaware without regard to conflicts of law principles. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THESE TERMS.

9.8 These Terms and any Statements of Work executed by the parties from time to time contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof. Neither these Terms nor any Statement of Work can be modified or amended except by a written agreement signed by each party hereto.