

SS&C BLUE PRISM® CHORUS
PRODUCT SPECIFIC TERMS AND CONDITIONS

A. **General.** Chorus includes the use of Chorus BPM Software, support and hosting services deployed with 1 production and 2 non production environments for the number of Users and components outlined in an Order. Future purchases, components, updates or upgrades, may require payment of additional fees whether such components are installed in production or non-production environments.

B. **Subscription Fees:** Subscription Fees are as provided in the Order

The fees specified in an applicable Order include support of, access to and use of:

- Infrastructure and licensing that supports Chorus database, application, and image storage.
- Production deployment across a 2 data center configuration.
- Infrastructure to support Chorus peripheral products and features as outlined.
- System technology refresh
- Hosting management of up to 10/gigabytes/User/Year of data and/or images. Utilization of internet-based connectivity between SS&C datacenter and the Client.
- Application upgrades of Chorus
- Data center processing operations staff.
- All environmental requirements for production processing including Data Center floor space, air conditioning, physical security systems, UPS systems, and diesel generator back-up.
- Database and Operating System Maintenance
 - Periodic maintenance updates of operating system and database platform software.
 - Installation of database and operating system software releases in accordance with SS&C's platform currency standards.
- Licensed Software Release and Upgrade Support
 - Coordination of upgrade schedules in conjunction with Client.
 - Installation of new Hosted Software releases and updates.
 - Migration of Hosted Software releases and updates to production environment.
 - Provide an environment for Client testing of Software releases.

The Fees stated in an Order do not include:

- Infrastructure to support products hosted at Client site (e.g. Chorus /Scan).
- Additional non-production databases outside of the initial environments.
- Client may request additional products and services (in excess of those currently licensed and supported herein and under the License Agreement) or additional Chorus features. Fees for infrastructure to support these products or features will be presented to Client in a formal SOW and such fees may include (but are not limited to) hardware, labor (configuration and set-up), third party software, and annual maintenance and support.
- Additional Chorus environments, dedicated staffing models, and consulting services are available at additional cost.

Additional Assumptions

- The above fees do not include services requested by Client such as special programming and Client meetings at Client's locations, all of which will be billed at SS&C's then current standard billing rates. Data conversion fees are not presented within this Agreement. Conversion fees will be based on actual hours worked and will be presented to Client as an estimate based on a SS&C analysis of Client's data and environment. Conversion fees estimate will be presented to Client in a formal proposal.
- If (i) SS&C retires or sunsets an existing product hosted by SS&C on behalf of Client that requires Client to upgrade or convert data or (ii) Client requests any new Chorus products for the purpose of providing additional Chorus functionality or (iii) functionality of an existing Chorus product is replaced by a new Chorus product and such new products require additional hardware, software or support resources then SS&C and Client shall reach mutual agreement on fees to install, configure, upgrade, convert, and to support such request.
- Client will be responsible for any and all expenses related to VPN or private network connectivity between Client facilities and SS&C. This Agreement does not include any other SS&C-related charges (including SS&C networking or eComm charges)
- All third party usage expenses associated with inbound and outbound fax will be re-billed to Client.
- This Agreement does not include Chorus Professional Services fees or Chorus application customization or configuration costs. Such items may be addressed and provided under a separate work order, proposal or Chorus -specific agreement
- Expenses: Client shall reimburse SS&C for the following reasonable expense incurred by SS&C in connection with this Agreement: travel approved in advance, media delivered to Client, postage and overnight delivery service; and any other expenses incurred at Client's request. In the event Client uses any third party system or provider for processing of invoices, payments, purchase orders or any other similar documents, Client is responsible for all such third party fees.

C. Additional Restrictions:

1) "Use" means remote access and use by Client, from the Installation Address, of the Software and all Third Party Software provided by SS&C, for Client's own internal information processing services and computing needs.

2) "Installation Address":

The Chorus Data Center currently located at (i) 7201 East 64th Court, Kansas City, Missouri 64133 and (ii) 183 NW Industrial Court, Bridgeton, MO 63044, which are locations owned by SS&C and/or its Affiliates, or such other location as SS&C may elect to host the hosted Software.

D. Limited Warranty: SS&C warrants for a period of 90 days from the Effective Date that the Software will operate in substantial accordance with the Documentation. SS&C further warrants that no viruses will be coded or intentionally introduced by SS&C into any Software, deliverables and/or into the software or systems of Client.

Client must notify SS&C of any breach of such warranty within the warranty period. SS&C shall investigate such purported failure, and if SS&C determines that the Software does not substantially operate in accordance with the Documentation, then SS&C shall, at its sole option, undertake to correct the Software, replace the Software free of charge or, if neither of the foregoing is commercially practicable, terminate the license granted with respect to the Software and refund to Client the corresponding License Fee paid by the Client. To the extent not prohibited by applicable law, the foregoing are Client's sole and exclusive remedies for breach of warranty.

The warranties set forth in this Section shall not apply, and SS&C shall have no warranty obligation or liability with respect, to any Software that (a) is damaged through no fault of SS&C; (b) is modified by anyone other than SS&C; (c) is used for any purpose other than its intended purpose (as specified in the Documentation); (d) is used with equipment not specified as compatible with the Software in such Software's Documentation; (e) is used with software not specified as compatible with said Software in the Software's Documentation; or (f) Client fails to properly install or maintain. Further, the warranties set forth in this Section shall not apply, and SS&C shall have no warranty

obligation or liability due to (i) any computer malfunction not attributable to the Software or SS&C; (ii) any incorrect use of the Software; or (iii) any willful misconduct or negligent action or omission of Client.

THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY SS&C. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SS&C SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SS&C DOES NOT GUARANTEE THAT THE SOFTWARE OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. SS&C MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT. NO DEALER, AGENT, OR EMPLOYEE OF SS&C IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY. ALL PRE-PRODUCTION RELEASES OF THE SOFTWARE MADE AVAILABLE TO CLIENT ARE PROVIDED "AS IS".

E. Third Party Software Provided by SS&C:

1) Client acknowledges that the Software may contain integrated third party software. The use of such third party software is limited to the use as it is integrated into the Software. Such third party applications may include source code which such licensors may provide as part of its standard shipment and such source code is subject to the terms of this Order. With respect to integrated OS software, the foregoing limitations shall not apply to the extent that they are inconsistent with the applicable open source software license(s).

2) Third party technology and software that may be appropriate or necessary for use with the Software is specified in the application package documentation or as otherwise notified by SS&C and its Affiliates and such third party technology is licensed to Client under the terms of a third party license schedule specified in its documentation or as otherwise notified by SS&C and its Affiliates and not under the terms of this Order or the Master Agreement.

F. General Obligations of SS&C:

1. SS&C will make the System available to Client on a remote basis as defined herein. Availability is subject to emergency maintenance and unavailability when capacity upgrades cannot be completed during normal maintenance periods.

2. SS&C shall not be responsible or liable for any changes, alterations, modifications to data transmitted to the Chorus Data Center by Client or failure to maintain the same if Client shall have made such changes, alterations or modifications or shall be the cause of such failure to maintain the same. SS&C will retain data transmitted to the Chorus Data Center by Client in Client's Chorus production environment(s) on (i) DASD or (ii) an alternative storage technology ("DASD Alternative") as selected by SS&C from time to time.

3. At Client's direction, SS&C will obtain, on Client's behalf, communication circuits connectivity between Client's locations and the SS&C Facility for Client to access and utilize the Services (the details of such circuit will be outlined in a separately executed Proposal or Statement of Work). In such event, SS&C shall utilize communications network control and monitoring capabilities to assist Client with the identification and resolution of any problems which appear to be related to the communications circuits obtained by SS&C on Client's behalf and will work with the communications vendor to resolve such problems as expeditiously as possible. However, in no event shall SS&C be responsible, and SS&C shall have no liability, for inadequacies or failures to perform related to or arising out of such communications circuits. For such SS&C provided communications, SS&C shall bill to Client, as an additional expense, a fee which is made up of (x) an estimated allocation of the costs of the circuit(s) (based on average circuit costs for similar circuits), and related costs and expenses, and (y) an estimated allocation of the costs incurred by SS&C associated with supporting such SS&C provided connectivity, including equipment, network infrastructure, SS&C's monitoring and problem resolution services described above, support, corporate overhead, and an administrative charge.

However, at Client's election, Client may obtain for itself the communication circuits connectivity. In such event, Client shall be responsible for:

- (i) obtaining, providing, and paying for the applicable costs of all communication circuits connectivity between Client's locations and the SS&C Facility necessary for Client to access and utilize the Services;
- (ii) the provision of communications network control and monitoring capabilities to identify and to resolve any problems (SS&C shall, as reasonably possible, assist Client with the identification and resolution of

problems with the Client provided communication lines, to the extent SS&C has personnel available and free to do so and has access to information necessary to provide such assistance; provided it is Client's obligation to work with the communications vendor to resolve issues); and

(iii) a fee to SS&C (which will be outlined in a separately executed Proposal or Statement of Work) which is an estimated allocation of the costs incurred by SS&C associated with supporting Client provided connectivity (including internal equipment, monitoring, corporate support, infrastructure, and other services) and an administrative charge, as an additional expense.

G. Obligations of Client:

1. Client recognizes that Client must at all times during the Term be utilizing Versions and Releases of the Software which are under active support by SS&C.

2. Client, with computer equipment and through transmission facilities installed on its premises, shall transmit to the Installation Site such information and data that Client determines is to be input and that is required to use the System. Client shall transmit or cause to be transmitted to the Installation Site, in the formats and form specified by SS&C, all information, data or other documentation required or desirable in connection with Client's use of the System or the Installation Site so that the input shall be complete and accurate when it is received by the Installation Site. Client shall advise SS&C of any (i) errors or mistakes in the data, information or documentation transmitted to the Installation Site, (ii) errors or mistakes in the records maintained (or intended to be maintained) on the System, (iii) errors or mistakes in the output generated hereunder or (iv) any other issues with respect to Client's use of the Server Software, the Installation Site, any third party software operated by or hosted by the Installation Site or the operation of the Server Software. Using normal audit and control procedures, Client shall verify (i) that all data, information and documentation transmitted to the Installation Site hereunder is properly input into the Chorus System and is accessible by Client hereunder and (ii) all output received hereunder. Notification of any errors or mistakes or other issues shall be provided promptly under the circumstance (but no later than 24 hours after Client knows or reasonably should know of such error or mistake or other issue). Client shall be responsible and liable for any resulting losses and the cost or expense of regenerating any output if Client shall have (i) failed to utilize and employ a reasonable control procedure available on the Chorus System of which Client is advised or which are set forth on the appropriate SS&C Client Center, (ii) failed to transmit properly any information, data or documentation, (iii) transmitted erroneous or incorrect information, data or documentation, or (iv) failed or delayed to notify SS&C of any error or mistake in (x) any record, report, data or information sent to SS&C, (y) the records maintained or supposed to be maintained on the System or (z) the output provided by SS&C.

G. Termination:

1. Retention Past Termination. Notwithstanding any other provision of this Agreement, in the event SS&C is required to retain or maintain any of Client's documents, images and records or any other Client Confidential Information, as defined above, beyond the termination of this Agreement by a court order, subpoena or any administrative or governmental agency, then Client will continue to pay SS&C the costs of such continued retention and services based on the fees provided herein until such time as SS&C is permitted by applicable legal requirements to dispose of such documents, images, and records.

2. Delivery of Client Data. Upon expiration or any termination of this Agreement, if Client requests recovery by SS&C of its data and the delivery of such data to Client, SS&C will provide such data in a format mutually agreed to by the Parties, and Client shall pay to SS&C the cost of such recovery and delivery at SS&C's then current rates, plus the actual cost of reasonable out of pocket expenses incurred. Such conversion services shall be subject to the terms of an SOW as provided in Section 4 of the Agreement.

OPERATIONAL ANALYTICS TERMS

Client is a party to an Agreement which provides for the licensing to Client of use of SS&C's Affiliate's proprietary work management software known as "Chorus " and formerly known as "Automated Work Distributor"™ or "AWD"® (the "Software"); and

One component of the Software that Client desires to license pursuant to the License Agreement is Operational Analytics; and

In addition to the terms contained in the Agreement, Operational Analytics is subject to additional terms and conditions contained herein.

SS&C and Client agree as follows:

1. Client acknowledges and agrees that the Operational Analytics component of the Software contains third party software provided by Information Builders, Inc. ("IBI") (such third party software hereafter referred to as "IBI Software"). Client's use of the IBI Software is limited to such use as bundled within the Operational Analytics component provided by an SS&C Affiliate, and is subject to the other license restrictions set forth within the License Agreement. Client may not modify the IBI Software and must retain all IBI proprietary notices, logos, copyright notices, and similar markings on copies of the IBI Software that Client is authorized to make pursuant to the License Agreement.

2. **IN NO EVENT WILL SS&C'S OR ITS AFFILIATES' LICENSORS HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR (A) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL, OR (B) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM CLIENT'S USE OF SUCH LICENSOR'S SOFTWARE APPLICATION.**

3. **If** Client is a third party administrator ("TPA"), the following additional terms shall apply:

- TPA may allow access, by Third Party Users (as such term is defined in the License Agreement ("TPA End Users")), to Operational Analytics.
- TPA shall report to SS&C, on a monthly basis, the number of Third Party Users they are servicing via Operational Analytics and, if applicable, the quantity of Third Party Users having access to Operational Analytics. In the event such reporting reveals the need for additional fees, such fees will be billable in accordance with the License Agreement.
- TPA shall be responsible for payment to SS&C for all related third party fees as further detailed in the License Agreement.
- TPA shall also be responsible for the acts and omissions of Third Party Users as it relates to such Third Party Users' use of the IBI Software in accordance with the terms of this addendum and the license restrictions set forth in the License Agreement.

4. Client acknowledges and agrees that upon no less than 10 business days' notice to SS&C, IBI shall have the right to audit SS&C for purposes of determining Client's compliance with the license restrictions set forth within the License Agreement, solely as it relates to IBI Software. IBI may audit the books and records of SS&C, including the License Agreement, the number of copies of the IBI Software items (or any other applicable metric) used by Client.

5. Client's confidentiality obligations as set forth within the License Agreement shall also include the protection of the IBI Software. An SS&C Affiliate has obligated IBI to maintain the confidentiality of Client Confidential Information and SS&C will use commercially reasonable efforts to enforce those obligations.

6. If there is a conflict between the terms and conditions of the Agreement and this Attachment, the terms and conditions of this Attachment shall prevail.