

SS&C BLUE PRISM® CHORUS
SUPPORT TERMS AND SERVICE LEVELS AGREEMENT

A. Services: During the Term outlined in an Order, the maintenance and support services shall be provided by SS&C (the “Maintenance and Support Services”) in accordance with the then current Chorus Product Support Guide and the then current Chorus Lifecycle Support Policy, both of which available on the Chorus Customer Center website. If such Maintenance and Support Services require SS&C to perform work at Client’s location, then Client shall supply SS&C personnel with suitable workspace, desks, and other normal office equipment support and supplies, which may be necessary in connection with such Maintenance and Support Services. SS&C will, during the term of the relevant Maintenance Program, support SS&C’s generally available current production version of the Software as provided in the SS&C Blue Prism Chorus sunset policy.

B. Excluded Items: The Maintenance and Support Services includes maintenance and support to the Version of the Software base system licensed hereunder made pursuant to SS&C’s Annual Maintenance and Support Service Program. Not included within the Maintenance and Support Services under this Agreement are:

- 1) any professional services whatsoever, excluding services provided by SS&C related to installation and configuration of Updates issued by SS&C,
- 2) any support for any custom software (i) developed by SS&C pursuant to a SOW unless such SOW clearly sets forth the fees and other terms and conditions for inclusion of support under this Agreement or ii) developed by anyone other than SS&C.

Should Client request SS&C to investigate and correct any System error and said error is determined, by SS&C, to not be caused by the software comprising the Software base system, SS&C will bill, and the Client will pay, for such services at SS&C’s then prevailing rate and any expenses will be billed to Client at actual cost. Prior to initiating Services to correct any such system error not caused by the software comprising the Chorus base system, SS&C will provide to Client a separate SOW for Professional Services. Client must sign the SOW (e-mail with electronic signature permitted) and return it to SS&C. SS&C will take no action unless a copy of the SOW bearing the signature of Client is returned to SS&C. Furthermore, such SOW shall contain fees for the time previously expended diagnosing the error in determining that the error was not caused by the Software. Services specified above which are not part of the Maintenance and Support Services provided hereunder may be acquired from SS&C as part of Professional Services provided under a separate Statement of Work.

“Version” shall mean a set of object code and associated documentation of the Software that is associated with a specific hardware platform, operating system or other technology, which distinguishes it from other forms of the Software, which SS&C does not elect to incorporate into and make a part the base Version of the Software and which SS&C does separately market.

C. Chorus Customer Center: In the event Client uses the Chorus Customer Center™, Client accepts and agrees to the following:

- 1) At no charge to Client, and in accordance with SS&C security procedures SS&C will provide Client with the uniform resource locator for the Chorus Customer Center and assign Client an identification number and password to facilitate Client’s access to and use of the Chorus Customer Center in accordance with the terms of this Agreement.
- 2) Client may access and use the Chorus Customer Center in the ordinary course of its business solely as it relates to Client’s use of Chorus, to participate in discussions about Chorus and related SS&C products and services with SS&C and other Chorus licensees. Client may post its questions and comments, and responses to any questions or comments posted by SS&C or any other Chorus licensee in the Chorus Customer Center.
- 3) All information available to Client via the Chorus Customer Center shall be considered SS&C Confidential Information as used in the Agreement.
- 4) Under no circumstances shall SS&C be liable for any damages whatsoever, whether direct, indirect, incidental, consequential, special or exemplary (even if SS&C has been advised, or has foreseen the possibility, of such damages) arising from the access, use or inability to access or use the Chorus

Customer Center. The Chorus Customer Center is provided “as is”, “where is”. No material posted to the Chorus Client Center shall modify or amend the terms of this Agreement.

- 5) All Confidential Information posted by SS&C, Client or any third party to the Chorus Customer Center by SS&C is and shall remain the property of SS&C. The posting of Confidential Information to the Chorus Customer Center does not place such material in the public domain or constitute any waiver by SS&C of any trademark, copyright or other proprietary rights in such material, or the grant of any express or implied right or license to Client to, or under, SS&C’s patents, copyrights, trademarks, trade secrets or intellectual property. Client hereby waives any and all copyrights or other proprietary rights to, or restrictions upon the use of, any question, comment, response or other data or information posted to the Chorus Customer Center by Client.

D. Service Levels:

SS&C shall deliver its Services under an Order in a professional and workmanlike manner.

- "System Availability" is defined as the percentage of time that the Software is available for processing during Business Hours during a calendar month.
- The System Availability standard target shall be 99.9 %.
- The Services are unavailable weekly on Sundays from 12 a.m.—5 a.m. Eastern Time.
- “Excluded Downtime” means:
 - Scheduled Maintenance where Services are unavailable weekly on Sundays from 12 a.m. – 5 a.m. Eastern Time;
 - Agreed-to or mutually recognized non-production hours (e.g., daily maintenance);
 - Software-specific issues or any third party software required by Software;
 - Emergency maintenance: Timeline required to perform updates for items such as security patches rated as immediate;
 - SS&C is not responsible for inadequacies or failures related to communication means prior to their entry into the SS&C data centers;
 - SS&C does not automatically consider performance degradation. Such degradation events will be evaluated for impact to the Client business by SS&C. Client and SS&C management will work together to understand the impact and will mutually agree whether the degradation should be treated as an outage and define the outage times; and
 - SS&C is not responsible for outages caused by Client or a third party for whom SS&C is not responsible pursuant to the terms of this Agreement (e.g., invalid data formatting, incorrect configuration set by Client or invalid workflow). If an outage of any type is deemed caused by either party, then SS&C and Client agree to use commercially reasonable efforts to put monitoring in place to detect and alert for future issues of the same nature.
- Disaster recovery to an alternate data center site (recovery time objective is 8 hours and recovery point objective is 2 hours). SS&C will maintain a commercially reasonable Disaster Recovery Plan that is designed to ensure minimal disruption to Client in the event that a disaster has been declared consistent with such Plan. A summary of SS&C’s current Disaster Recovery Plan has been provided to Client and future updates as well as results of testing (which must take place no less than annually) will be made available to Client upon written request
- Problem Identification and Resolution

SS&C and Client will each take direct responsibility for notification of selected personnel for the purpose of prompt resolution of processing problems. In the event that Client reports a severe or critical issue, SS&C will respond as quickly as practicable and continue to work with Client to resolve the issue or develop a work around that allows Client to continue processing. SS&C and Client will mutually develop and agree to a problem identification process and procedure after execution of the Agreement.

- 24x7 monitoring and operational support
- End-to-end testing

E. Client Responsibilities:

- All Chorus administration (process configurations, reports, user administration, communication)
- Maintain Software trained operations staff
- Validate Software prior to its being placed into production
- Maintain communication facilities at Client site
- Designate responsible system administration liaison with SS&C
- Prepare and upload all required input data in Software standard formats to a designated FTP site.

F. Support Escalation: SS&C shall provide maintenance and support to the version of the Software base system made pursuant to the then current version of SS&C's Chorus Product Support for North America Reference Guide (the "Support Program"), a current copy of which is available at <https://ssctech.ssncloud.choruscustomercenter>. SS&C may modify the Support Program from time to time provided, however, that the level of support will not be materially reduced from that offered upon the Effective Date.

G. SLA Exceptions/Assumptions:

1. SS&C shall not be liable, nor will any minutes of unavailability be counted against the SLAs, for failures resulting from a bug or defect in custom code written by or for Client and provided by SS&C or Third Party Software that is unique to Client's environment. If an issue arises from a defect, bug or interaction/communication failure, SS&C will use commercially reasonable efforts to work with Client and the applicable third party software vendor to resolve such issue as soon as reasonably possible. For purposes of this Section, the term "Third Party Software" shall mean any software, hardware, firmware or microcode used or useful to operate the Chorus application or custom code or to operate and maintain the Chorus environment on behalf of Client.

2. SS&C shall not be obligated to meet the performance standards set forth in the SLA where SS&C's failure to meet the standard arises out of or results from: (i) a failure, inadequacy in the performance of or unavailability of communication lines or communication facilities (including the equipment or computer being used to access the communication lines) outside of SS&C; (ii) a failure, inadequacy in the performance or unavailability of the Internet; (iii) failures to perform caused by third parties (including Client) whose actions are beyond SS&C's reasonable control; (iv) a Force Majeure as provided in the General Terms and Conditions or (v) a failure to perform properly or timely by a third party whose performance is a prerequisite for SS&C's performance.

3. Insofar as the timely availability of the System depends on equipment or software under the control of Client (e.g., and without limitation, Client's network, file servers, workstations, operating systems, browsers, etc), Client is responsible for the proper functioning of such equipment and that such equipment properly utilizes SS&C's software, data, and Services. SS&C shall have no responsibility or liability for the unavailability of the System where such unavailability was caused, or to the extent such unavailability was contributed to, by inadequacies of Client's equipment.

4. Certain pre-planned extraordinary events (e.g. major hardware, software installations) may affect SS&C's ability to achieve the service levels set forth in this SLA and, provided SS&C gives Client advance written notice of such events, SS&C shall not be obligated to meet such performance standards if failure to meet such standards is caused by such event.

5. SS&C is not responsible for a failure, unavailability, disruption or any circumstance arising out of, related to or resulting from SS&C's efforts (including SS&C intentionally making the System(s) unavailable) to block or otherwise prevent a security breach, provided that SS&C has fulfilled its information security obligations under the Agreement otherwise and Client is notified promptly as reasonably practicable.