

SS&C BLUE PRISM® DOCUMENT AUTOMATION PRODUCT SPECIFIC TERMS AND CONDITIONS

A. Definitions

1. "Client Data" means any and all documents uploaded to, or transmitted via, Client's account on the DA Service by Client and End Users.
2. "End User" means any individual using the DA Service under Client's account (such as Client's employees, representatives or its own customers, and other authorized users) as well as any individual or company that electronically reviews, accepts, signs, approves, transmits or delegates action to a third party enabling use of the DA Service.
3. "DA Service", also known as **SS&C Blue Prism® Document Automation**, means the web application hosted by SS&C that converts documents and related materials into structured data made available to Client on a hosted basis. The DA Service includes: (i) DA APIs enabling integrated functionality; and (ii) integrated third party services.
4. "DA Training Data" means DA's proprietary set of data used to help a program understand how to apply technologies to learn and produce sophisticated results.
5. "Processed Pages" means all pages submitted by Client to the DA Service irrespective of whether those pages are Classified and/or Digitized. A page is "Classified" when the DA Service is able to match it to a Client page configured in the DA Service. A page is "Digitized" when it has been Classified and the DA Service extracts hand written and/or printed-type fields and converts them into machine readable data.
6. "SS&C Data" means decontextualized data fields and anonymized Client Data created by SS&C using a process that either (1) separates data fields from a form into individual data elements, which data elements are stored decontextualized in the database so that one data element is not related to any other data element or (2) anonymizes Client Data by replacing select data fields with randomized text.

B. DA Service

1. The DA Service consists of two components: 1) Software Subscription; and 2) Professional Services.
 - **Software Subscription.** SS&C will provide a subscription to its SaaS application as specified in an Order and governed by the General Terms and Conditions and these Product Specific Terms (each, an "Order" and collectively, the "Orders").
 - **Professional Services.** SS&C may perform professional services in connection with the DA Service ("Services") and deliver certain deliverables ("Deliverables") as described in an applicable Statement of Work ("SOW").
2. **Grant from Client.** Subject to the terms of this Agreement, Client grants to SS&C, a non-exclusive, worldwide, royalty-free, limited right to access, use, modify, reproduce, transmit, index, store, and display Client Data solely to the extent reasonably necessary or useful to provide and improve the DA Service. Unless otherwise requested in writing by Client, SS&C shall retain Client Data submitted by Client for 90 days after which SS&C may delete it from the DA Service.
3. **Use of Aggregate Data.** Client agrees that SS&C may collect, use, and disclose quantitative data derived from the use of the DA Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Client or its End Users.
4. **Use Restrictions.** In addition to anything contained in this Agreement, Client shall not: (i) copy, use, reproduce, distribute, republish, download, display, post or transmit in any form or by any means the DA Service; (ii) make Client's login ID's or passwords available to any third party, unless expressly permitted in this Agreement; (iii) use, download (other than page caching), modify, copy, link, translate or reverse engineer any part of the DA Service to enhance or enable usage of any third party product; (iv) remove, obscure or alter any proprietary notices associated with the DA Service; (v) assign, license, host, offer, rent,

resell, sell or sub-license the DA Service or any part thereof to any party for any purpose; or (vi) disclose to any third party any performance information or analysis relating to the DA Service. For purposes of clarity, Client shall not operate or use the DA Service in any manner which could be characterized as reselling or offering the DA Service unless expressly agreed to in writing signed by both parties. In addition to the foregoing, during and after the term of this Agreement, Client agrees not to, and will not authorize or knowingly permit any of its current or future directors, officers, employees, subcontractors, agents, consultants, customers, End Users or any third person or party to, use, inspect or analyze the DA Service, SS&C Training Data or their output results other than solely as necessary for the exercise of Client's rights under this Agreement. For clarity, SS&C Training Data and the output results of SS&C's Service cannot be utilized by Client or End Users to retrain other machine learning models without written advance authorization by SS&C for commercial resale or monetization. Client shall immediately notify SS&C in writing if, to Client's knowledge, any of Client's former, current or future directors, officers, employees, subcontractors, agents, consultants or customers, or any third person or party engages in any of the activities described in this Section 5. SS&C may retain SS&C Data and use it for the purpose of enhancing its machine learning algorithms.

5. **Permitted Disclosures.** Notwithstanding anything contained in this Agreement to the contrary: (i) SS&C may disclose Client's Confidential Information to its third party suppliers solely for the purpose of performing its obligations under this Agreement, in which SS&C will require those suppliers to agree in writing to protect the confidentiality of Client Data consistent with the requirements of this Agreement; and (ii) either party may disclose the terms and conditions of this Agreement (a) to such party's legal counsel, accountants, banks, and financing sources and their advisors or (b) in connection with an actual or proposed merger, acquisition or similar transaction.
6. **Client – Representations.** Client represents and warrants that: (i) all Client Data is either the sole property of Client or has been collected from a third party by Client in accordance with Client's privacy guidelines; (ii) Client has obtained all rights and consents required by the applicable laws to transfer all of the Client Data to SS&C for use of the Services and storage by SS&C within the United States; (iii) in its use of DA Service, Client shall accurately classify Client Data, including classifying data category, sensitivity or geographic origin; (iv) all of Client's registration and account information is true, accurate, and complete; and (v) Client will maintain the security of Client's and End Users' password(s).
7. **Client - Privacy and Security.** Client is responsible for compliance with U.S. and foreign privacy, security, data protection, and marketing laws, regulations, and guidelines that apply to its use of the DA Service (collectively, "Privacy Laws"), including providing any necessary disclosures to End Users and obtaining any consent necessary for SS&C to provide the DA Service to End Users on behalf of Client. Client is responsible for the appropriate configuration and use of security features offered within the DA Service necessary to meet its obligations under Privacy Laws. Client is responsible for the security of Client Data that are downloaded from the DA Service or which are automatically transferred to a non-SS&C system via third party integration. Client is liable for damages arising out of unauthorized access to Client's account or to Client Data if such access arises out of Client's failure to follow secure password composition, management, and protection practices for its DA Service account. Audit logs may be retained indefinitely by SS&C. Under the US Health Information Portability and Accountability Act (HIPAA), SS&C is considered a business associate. Under the California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100-1798.199 as amended from time to time) (CCPA), SS&C is a service provider. Client is solely responsible for the classification of Client Data provided to SS&C for use of the Services. SS&C shall rely on the accuracy of Client's classification of Client Data in its processing of Client Data. SS&C will not be responsible or liable if Client misclassifies Client Data or fails to perform the obligations under the applicable Privacy Laws, including GDPR and CCPA. SS&C is not a data store of record and Client shall not rely on SS&C's retention of Client Data after the DA Service provided under the applicable SOW are completed and Client Data has been returned to Client. For the sake of clarity, Client is the data store of record for Client Data.
8. **Suspension of Services.** SS&C reserves the right to suspend Services to Client under this Agreement and any and all SOWs during any period in which Client's account under this Agreement or any one or more SOWs is more than 10 days past due. Suspension shall not relieve Client of its payment obligations under this Agreement or an applicable SOW.

C. Limited Warranty SS&C warrants during the Initial Term and any Renewal Term that the DA Service will operate in substantial accordance with Documentation. SS&C further warrants that no viruses will be coded or intentionally introduced by SS&C into the DA Service, deliverables or 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 DA Service does not substantially operate in accordance with Documentation, then SS&C shall, at its sole option, undertake to correct the DA Service, replace the DA Service free of charge or, if neither of the foregoing is commercially practicable, terminate this Order and refund to Client any prepaid fees paid by 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 E shall not apply, and SS&C shall have no warranty obligation or liability with respect, to any DA Service that: (a) is used for any purpose other than its intended purpose (as specified in Documentation); (b) is used with equipment not specified as compatible with the DA Service in such DA Service's Documentation; or (c) is used with software not specified as compatible with said DA Service in the DA Service's Documentation. Further, the warranties set forth in this Section E shall not apply to, and SS&C shall have no warranty obligation or liability due to: (i) any computer malfunction not attributable to the DA Service or SS&C; (ii) any incorrect use of the DA Service; or (iii) any willful misconduct or negligent action or omission of Client.

THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION E 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".