

SS&C|BLUE PRISM CHORUS END USER LICENSE ADDENDUM FOR ON-PREMISES SOFTWARE

This SS&C|Blue Prism Chorus End User License Addendum (this “**Addendum**” or this “**End User Addendum**”) is entered into between you and SS&C Technologies, Inc. (if you are in the Americas) or Blue Prism Limited (if you are in any other jurisdiction). References to “we”, “our”, “us”, or “Blue Prism” shall be references to the relevant SS&C entity. This Addendum contains additional legal terms applicable to your access to, and usage of, certain on-premises Chorus software products governed by it as detailed at <http://portal.blueprism.com/agreements> (each, a “**Product**”). Capitalized terms used but not defined in this Addendum have the meanings ascribed to them in the General Terms or your Order, as applicable.

This Addendum, together with the SS&C|Blue Prism General Terms for Products and Professional Services (the “**General Terms**”), constitutes your Agreement for the Chorus Products named in your Order. We also offer (and your Order may include) certain other technologies (e.g., add-ons, plug-ins, utilities, or APIs), which are not governed by this Agreement and which are instead subject to separate governing terms as detailed at <http://portal.blueprism.com/agreements>. Any software, technology, service deliverable or other offer which is noted as being governed by legal terms other than this Addendum shall not be considered a Product for the purposes of, and shall not be governed by, this Agreement and shall instead be governed by those separately specified terms.

1. Usage Rights

- a. **License Grant.** Your license to the Product(s) permits you, through your Authorized Users, to install and use the Product(s), and to use the Documentation, for the Term, on the metric and in the quantities of the metric listed on your Order, solely for your internal business operations. Any development licenses we make available to you are for your internal development purposes only and not for live, production use.
- b. **Credentials.** A license key is required to activate certain Product(s). Each license key permits you to deploy a single instance of any such Product(s) in a single live, production environment; and to make copies as reasonably required for back-up, testing, development or archival purposes.
- c. **Additional Restrictions or Limitations.** You will not sell, resell, or distribute the Product or make the Product available to third parties as a managed or network provisioned service unless you are separately authorized to do so. Your license to the Product(s) may be subject to additional restrictions or limitations, which may be detailed or referenced in your Order, in the Documentation or at <http://portal.blueprism.com/agreements>

2. Product Warranty

- a. **Product Warranty.** We warrant for a period of ninety (90) days from the date that first Credentials for a given Product are delivered to you that such Product as delivered will, in all material respects, function as specified in its Documentation when used in accordance with the Agreement and that Documentation, including use within an environment meeting the minimum technical requirements specified in the applicable Documentation.
- b. **Breach.** To make a claim of breach of the warranty in Section 2(a), you must notify us in writing within the warranty period at bpm-legal.notices@sscinc.com
- c. **Remedy.** If we breach this warranty, your sole remedy will be to require us to provide a corrected version of the Product(s).
- d. **Exclusions.** This warranty in Section 2(a) shall not apply to the Product when the Product: (i) is damaged through no fault of Blue Prism; (ii) is modified by anyone other than Blue Prism; (iii) is used for any purpose other than its intended purpose; (iv) is used with third party software or equipment not specified as compatible in the Documentation; or (v) is installed improperly or not properly maintained.

3. Data Protection

- a. **Definitions.** “**Data Protection Law**” means all privacy laws applicable to Personal Data processed under this Addendum and “**Personal Data**” means “personal data” or the equivalent term as defined by Data Protection Law.
- b. **Compliance.** Each party agrees to comply with the obligations that apply to it under Data Protection Law.
- c. **Minimization.** To provide support for the Product(s) to you, we may need to receive limited Personal Data to enable Blue Prism 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 Blue Prism. If a support issue requires the provision of additional information to Blue Prism, you must anonymize, redact or otherwise alter the information such that it does not contain Personal Data (“**Cleansed Information**”). In the event that you provide Blue Prism with Personal Data in breach of this Section, 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 Blue Prism.

4. **Order of Precedence.** If there is any conflict between your Order, this Addendum and the General Terms, the order of precedence for construction purposes (from the highest priority to the lowest priority) shall be: (1) the Order for the relevant Product; (2) this Addendum; and (3) the General Terms.

The following Section numbers refer to Sections within the General Terms. If the General Terms already include a Section number that matches, then the following provision supersedes the corresponding General Terms provision. If there is no such Section number within the General Terms, then the following provision is in addition to the General Terms:

- 2(e). **Affiliates and User.** Your "**Affiliates**" are entities that Control, are Controlled by, or are under common Control with you, where "**Control**" means in relation to an entity, ownership of more than 25% of such entity's voting securities, or the right to control the appointment of the board of directors or analogous governing body of such entity. An entity is an Affiliate only for so long as such Control exists. "**User**" or "**Authorized User**" is defined as any person identified by an independent entry on the W06 AWD User Security table who has a status of anything other than disabled. Access to the Product in any manner either directly or indirectly, by any person without a discrete and independent W06 AWD User Security table entry is prohibited unless explicitly permitted by the Agreement. For the avoidance of doubt, you may not utilize any software, systems or interfaces to aggregate access to the Product in any manner that utilizes a number of W06 AWD User Security table entries less than the number of human beings accessing the Product. You will be responsible for the acts and omissions of your Users as if they were your own.
- 2(f). **Restrictions.** Unless the applicable Addendum permits otherwise: (i) only you are permitted to access, use and/or receive the Product(s) by means of your Authorized Users; (ii) you are not permitted to assign, sub-license, copy, provide or make the Product(s) available to any other person or entity, or use the Product (s) for any other person or entity; (iii) you are not permitted to modify or adapt the Product(s), or to render any source code components of the Product(s) human-readable; (iv) you may not write or develop any derivative software or any other software program based on our Product(s) or Confidential Information; and (v) you may not reverse engineer, decompile or disassemble the Product(s), except and only to the extent that applicable law expressly permits despite this limitation.
- 2(l). **External Resources.** You may require outside data services or other hardware or software products (such services and products, "**External Resources**") in connection with our Product(s). You are responsible for procuring such External Resources and for the fees related to their installation, implementation and use. Notwithstanding anything in the Agreement to the contrary, we shall not be liable to you or to any other person for any damages or losses with respect to such External Resources, reliance by Blue Prism or by you on such External Resources, or the provision of such External Resources in connection with the applicable Agreement.
8. **Limitation of Liability**
- a. **Exclusions of Liability.** SUBJECT TO SECTION 8(C) BELOW, BLUE PRISM SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF REVENUE OR BUSINESS OPPORTUNITY, DIMINUTION OF VALUE, LOSS OF OR DAMAGE TO DATA, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, INJURY TO REPUTATION, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, PUNITIVE EXEMPLARY OR ENHANCED OR SIMILAR DAMAGES OF ANY KIND, 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. BLUE PRISM SHALL NOT HAVE LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY YOU (OR ANY PERSON CLAIMING UNDER OR THROUGH YOU), WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR FOR BREACH OF STATUTORY DUTY HOWEVER ARISING), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE HOWSOEVER, UNLESS IT IS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION THAT THEY RESULTED SOLELY FROM THE GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FRAUD OF BLUE PRISM AND ARE NOT OTHERWISE EXCLUDED OR LIMITED BY THIS SECTION 8.
 - b. **Cap on Liability.** SUBJECT TO SECTION 8(C) BELOW, BLUE PRISM'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 EXCEED AN AMOUNT EQUAL TO THE FEES WE HAVE RECEIVED (LESS ANY REFUNDS OR CREDITS) UNDER THE RELEVANT ORDER FOR THE OFFERING GIVING RISE TO THE CLAIM FOR DAMAGES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
 - c. **Non-Excluded Liability.** Nothing in this Section limits or excludes (i) your liability under the indemnity in Section 5, (ii) your liability for payment of fees in respect of an Offering or for infringement of Blue Prism's Intellectual Property, or (iii) any liability which cannot lawfully be so excluded or limited.
- 13(b). **Force Majeure.** Blue Prism will not be liable to you for loss or damage resulting from failure or delay in performing its obligations under this Agreement if such failure or delay is caused, in whole or in part, by matters outside its reasonable control including, without limitation, blackouts, acts of God, strikes, lockouts, riots, acts of war, terrorism, cyber-terrorism, earthquake, fire and explosions.

EXHIBIT A: ADDITIONAL TERMS APPLICABLE TO OPERATIONAL ANALYTICS COMPONENT

The Operational Analytics component of the Product that we are licensing to you under the Agreement is subject to additional terms and conditions as follows, which you agree will govern your use of the Operational Analytics component and the CSG Software (defined below) and supersede any contrary terms in the remainder of the Agreement:

1. You acknowledge that the Operational Analytics component of the Product contains third party software provided by Cloud Software Group, Inc. (“CSG”) (such third party software hereafter referred to as “CSG Software”). Your license to use the CSG Software is limited to such use as bundled within the Operational Analytics component provided to you by Blue Prism, and is otherwise subject to the other license restrictions set forth within the Agreement. You may not modify the CSG Software and must retain all CSG proprietary notices, logos, copyright notices, and similar markings on any copies of the CSG Software that you are authorized to make pursuant to the Agreement.

2. IN NO EVENT WILL BLUE PRISM, ITS AFFILIATES, OR ITS LICENSORS (NAMELY, CSG) HAVE ANY LIABILITY TO YOU OR TO 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 YOUR USE OF SUCH LICENSOR’S SOFTWARE APPLICATION (NAMELY, THE CSG SOFTWARE).

3. If you are a third party administrator (“TPA”), then the following additional terms shall apply:

- TPA may allow access to Operational Analytics by Third Party Users (as such term is defined in the Agreement (“TPA End Users”).
- On a monthly basis, TPA shall report to Blue Prism 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 Agreement.
- TPA shall be responsible for payment to Blue Prism for all related third party fees as further detailed in the Agreement.
- TPA shall also be responsible for the acts and omissions of Third Party Users as relates to such Third Party Users’ use of the CSG Software in accordance with the terms of this exhibit and the license restrictions set forth in the Agreement.

4. You acknowledge and agree that upon no less than 10 business days’ notice to Blue Prism, CSG shall have the right to audit Blue Prism for purposes of determining your compliance with the license restrictions set forth within the Agreement, solely as it relates to CSG Software. CSG may audit the books and records of Blue Prism, including the Agreement, to determine the number of copies of the CSG Software items (or any other applicable metric) in use by you.

5. Your confidentiality obligations as set forth within the Agreement shall also include the protection of the CSG Software. Blue Prism has obligated CSG to maintain the confidentiality of your Confidential Information to the extent it is shared with CSG and Blue Prism will use commercially reasonable efforts to enforce those obligations.

If, as applicable to the use of the Operational Analytics component of the Product and the CSG Software, there is a conflict between the terms and conditions of the Agreement and this exhibit, the terms and conditions of this exhibit shall prevail.