

JAPAN ADDENDUM FOR PROFESSIONAL SERVICES

1. Section 12(b) of the General Terms shall be deleted entirely and replaced by the following provision:
 - “b. In Japan. The Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with Japanese law and the parties hereby accept the exclusive jurisdiction of the Tokyo District Court.”
2. Section 12(c) of the General Terms shall be deleted entirely.
3. Section 10 of Professional Services Addendum shall be deleted entirely and replaced by the following provision:
 - “10. **Order of Precedence**. If there is any conflict among your Order, an SOW, Japan Addendum for Professional Services (“**Japan Addendum for PS**”), 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 Professional Services; (2) the SOW specific to the engagement; (3) Japan Addendum for PS; (4) this Addendum; and (5) the General Terms.”
4. The type of contract of the Agreement is “Quasi-mandate” and therefore:
 - a. Blue Prism has no duty to complete anything; and
 - b. notwithstanding any provisions to the contrary, Blue Prism provides no warranty.
5. Anti-social Forces
 - a. Blue Prism and you each represent and warrant to the other that neither itself nor its officers or employees qualifies as an “**Anti-Social Force**” (meaning, organised crime groups (*boryokudan*), members of organised crime groups (*boryokudanin*) including individuals who have ceased to be members of organised crime groups during the preceding five (5) years, quasi-members of organised crime groups (*boryokudanjunkouseiin*), organised crime group-related enterprises (*boryokudankankeikigyo*), corporate extortionists (*sokaiya*), organised crime groups feigning advocacy of a social movement, etc. (*shakai-undo-to-hyobo-goro*), organised crime groups that misuse specialised knowledge to obtain unlawful advantages (*tokushu-chino-boryoku-shudan*) and/or any others equivalent to the foregoing; the same shall apply hereinafter), and that they have no relationship with Anti-Social Forces that would qualify under any of the sub-paragraphs of Section 5(b) below.
 - b. In the event that either of Blue Prism or you judges, pursuant to reasonable grounds, that the other qualifies under any of the following, it may cancel all or part of this Agreement and any agreements ancillary thereto without peremptory notice when:
 - (1) it is or has been an Anti-social Force;
 - (2) an Anti-social Force controls its business;
 - (3) an Anti-social Force is substantially involved in its business;
 - (4) it unjustifiably utilizes an Anti-social Force for the purpose of obtaining an illegitimate benefit either for itself or a third party, for the purpose of causing damages to a third party, etc.;
 - (5) it is involved with an Anti-social Force by providing it with capital, conveniences, etc.;
 - (6) a person substantially involved in its management such as an officer, etc. has a socially unacceptable relationship with an Anti-Social Force; and/or
 - (7) it engages (either itself or via a third party) in conduct qualifying under any of the following:
 - (i) making demands accompanied by violence;
 - (ii) making unjustifiable demands that exceed any reasonable obligation within the bounds of the law;
 - (iii) using threatening words or conduct, or using violence in relation to a transaction;
 - (iv) disseminating rumours, using fraud or force to damage the credibility of the other party, or interfering with the business of the other party; and/or

- (v) any other acts equivalent to the foregoing.
- c. In the event that either of Blue Prism or you cancels all or part of this Agreement and/or any agreements ancillary hereto pursuant to Section 5(b) above, the applicable counterparty shall compensate for the damages arising from such cancellation.