

JAPAN ADDENDUM FOR BLUE PRISM CHORUS PROFESSIONAL SERVICES

1. Section 1.1 of the SS&C|Blue Prism Chorus Professional Services Term (the "Terms") shall be deleted entirely and replaced by the following provision:

"1.1 We will perform the tasks described on statements of work ("**Statements of Work**" or "**SOW's**") executed from time to time by SS&C and you (the "**Services**"). In the event of a conflict among an executed Statement of Work, the order document issued by us (the "**Order**"), these Terms and Japan Addendum for Chorus Professional Services ("**Japan Addendum for Chorus PS**"), the order of precedence for construction purposes (from the highest priority to the lowest priority) shall be: (1) these Terms; (2) Japan Addendum for Chorus PS; (3) the Order for the relevant Services; and (4) the SOW specific to the engagement. The agreement for the Services is not valid or binding unless both a Statement of Work and an Order relevant thereto have been signed by both SS&C and you. Neither party is obligated to execute any particular Statement of Work."
2. Section 8.7 of the Terms shall be deleted entirely and replaced by the following provision:

"8.7 These Terms are to be construed under the laws of Japan and the parties hereby accept the exclusive jurisdiction of the Tokyo District Court without regard to conflicts of law principles."
3. Under the Civil Code of Japan, the type of contract of the agreement for the Services (the "**Agreement**") is "Quasi-mandate" and therefore:
 - a. SS&C has no duty to complete the Services or deliverables specified in the SOW; and
 - b. notwithstanding any provisions to the contrary, SS&C provides no warranty.
4. Anti-social Forces
 - a. SS&C 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 4(b) below.
 - b. In the event that either of SS&C or you judges, pursuant to reasonable grounds, that the other qualifies under any of the following, it may cancel all or part of the Agreement and any agreements ancillary thereto without preemptory 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 SS&C or you cancels all or part of the Agreement and/or any agreements ancillary hereto pursuant to Section 4(b) above, the applicable counterparty shall compensate for the damages arising from such cancellation.