

SS&C|Blue Prism Chorus Terms of Use Addendum for Hosted or Subscription Services

This SS&C|Blue Prism Chorus Terms of Use Addendum for Hosted or Subscription Services (this “**Addendum**” or this “**TOU 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 Chorus BPM subscription services and/or other hosted services governed by it as specified at <http://portal.blueprism.com/agreements> (“**Subscription Services**”). 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 BPM Subscription Services 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 your Product 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. **Access and Use.** Subject to the terms and conditions of your Agreement, we grant you a limited, nonexclusive, nontransferable right to access and use the Product(s), through your Authorized Users, up to the quantities and for the Term indicated on your Order, solely for your internal business operations. 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. Any development access we make available to you is for your internal development purposes only and not for live, production use.
- b. **Authorized Users.** You may permit Authorized Users to access and use the Product and Documentation, provided you are responsible for: (i) specifying the level of access to the Product for each Authorized User, (ii) ensuring all Authorized Users use the Product and Documentation only in support of your internal business, (iii) any unauthorized use of the Product or any breach of the terms of your Product Agreement by an Authorized User, including any misuse of Credentials.

2. **Acceptable use.** The acceptable use policy for the Product, as updated from time to time and made available by us to you at <https://portal.blueprism.com/agreements> or such other location as may be notified to you from time to time, is incorporated into this Addendum by this reference (“**Acceptable Use Policy**”). You agree to abide by the Acceptable Use Policy in your use of the Product. You agree to report any known or suspected misuse of the Product to us. We have the right to monitor your use of the Product to verify your compliance with the Agreement, including the Acceptable Use Policy, at any time. If we believe that you are using the Product in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, take such action as we consider appropriate, including terminating your right to use the Product.

3. **Performance Warranty and Remedy.** We warrant that the Product as provided to you under this Addendum will, in all material respects, have the functionality described in its Documentation when used in accordance with this Agreement and the Documentation. If the Product fails to perform as warranted in this Addendum, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to restore the non-conforming Product so that it conforms to the warranty, or (ii) if such restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Product and refund any prepaid amounts received by us for such Product on a pro-rata basis for the remainder of the Term. This warranty 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; or (iv) is used with third party software or equipment not specified as compatible in the Documentation.

4. Availability and security

- a. **Availability.** While we will use commercially reasonable efforts to minimize downtime, we are unable to guarantee 100% uptime, and will have regularly scheduled maintenance and security downtime.
- b. **Security program.** We maintain a formal security program that is designed to protect against threats or hazards to the security of the Product and prevent unauthorized access to the Product. Our third-party managed cloud service providers which host the Product for purposes of providing you with access and use of the Product (i) implement and maintain a security program that complies with ISO 27001 or a substantially similar standard (if any) and (ii) have the adequacy of their security measures annually verified by independent auditors. The Product (i) employs firewalls and anti-malware and the corresponding management processes designed to protect service delivery from malware and (ii) is operated under a security governance model aligned with ISO 27001. You acknowledge that no security measures guarantee absolute security of Customer Data, and we are unable to and do not warrant Customer Data will remain completely secure. We will notify you promptly in accordance with applicable law if we become aware of unauthorized access to your Customer Data held within the Product. This Section 4b. contains our entire obligation regarding security of the Product.
- c. **Updates.** We may introduce new or additional services at any time. We will make available to you any additional terms applicable to such new or enhanced services in advance. We may update or modify the Product at any time without materially degrading its functionality or security features. If we need to materially degrade the functionality or discontinue any Product, such as to meet any legal requirements, we will endeavour to notify you of any such material degradation of functionality or the discontinuation of the Product at least 90 days prior to the change effective date specified in the notice.

5. Data and privacy

- a. You are solely responsible for the content and accuracy of all Customer Data. You acknowledge the Product is provided as a tool which you configure and connect to your or third-party software, applications, materials and/or services, and is not designed for use as a hosting or storage service. You accept full responsibility for any Customer Data which you transmit, provide or store in connection with the Product. We do not assume any obligations with respect to Customer Data or your use of the Product other than as expressly set forth in this Addendum or as required by applicable law. While not an obligation, we recommend you obtain appropriate insurance to protect Customer Data as good business practice.
- b. The privacy policy available at: <https://www.blueprism.com/privacy-policy/> (“**Privacy Policy**”) describes how we use personal data you and your Authorized Users provide to us. You are responsible for providing any legally required information to individuals,

such as information about the personal data you provide to us in connection with the Product, and you may provide individuals with the Privacy Policy.

- c. You grant us a licence to use, copy, transmit, store, modify and analyse all data, including Customer Data, you submit to us in connection with your configuration and use of the Product, including personal data of yourself and others, solely to: enable us to provide the Product to you; enable you to use the Product; permit us to improve, develop and protect the Product; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing communication preferences. Any use of personal data remains subject to the Privacy Policy.
 - d. We may create anonymised and aggregated statistical data from your usage of the Product. We may use such anonymised and aggregated data for our own purposes, such as to provide, develop and improve the Product, to develop new services or products, to identify usage trends, and for other uses we communicate to you in advance. This Section 5d remains subject to the Privacy Policy.
 - e. We will not: (i) sell; or (ii) retain, use or disclose (except, in each case, as necessary to perform the business purpose and the Product in accordance with this Addendum), any personal information relating to consumers provided by you to us in your use of the Product. Our obligations under this Section 5 are subject to you giving us prior notice, in the applicable Order or in writing to privacy@blueprism.com, that you will provide us with any such personal information. For the purpose of this Section 5, the terms "business purpose", "consumer", "personal information" and "sell" have the meaning given to them in the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (known as the CCPA).
 - f. If you are: (i) located in the UK or the European Economic Area (EEA); (ii) entering in this Addendum with an SS&C entity in the UK or EEA; and/or (iii) using the Product to process personal data that is subject to UK or EEA data protection laws, as indicated by you in the applicable Order or in writing to privacy@blueprism.com, the Subscription Services Data Processing Addendum (available at <https://portal.blueprism.com/agreements>) is deemed incorporated into this Addendum and shall apply to the extent we process such personal data as a processor in connection with your use of the Product. For the purposes of Section 5(f)(iii), you are responsible for indicating if you are using the Product to process personal data that is subject to UK or EEA data protection laws in the applicable Order or in writing to privacy@blueprism.com.
- 6. Return and deletion of data.** Prior to termination or expiration of the Term for any reason, you may request in writing to make Customer Data held within the Product available for download. After termination or expiration of the Term we will have no obligations to maintain Customer Data, and may delete or destroy any Customer Data, unless prohibited by applicable law or government order. If requested, we may provide additional services to facilitate your post-termination transition at our then-current professional services rate pursuant to a SOW. In addition, upon termination or expiration of your subscription, you will immediately return to us or destroy, at our option, all our Confidential Information and certify in writing that you have done so.
- 7. Changes.** We reserve the right to update the terms of this Addendum, including the documents incorporated by reference into it, at any time. If we make any material changes to this Addendum, we will give you prior notice, whether by email or by posting a notice in the Product. Unless a change to this Addendum is required by law or is as a result of changes made by the third-party managed cloud service providers which host the Product, in which case it will take effect in accordance with the notice, any changes to this Addendum will apply to you only after the end of your current Term.
- 8. 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 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.