SS&C BLUE PRISM® CHORUS AND DOCUMENT AUTOMATION
<u>**GENERAL TERMS AND CONDITIONS**</u>

These General Terms and Conditions govern the provision of SS&C Blue Prism® Chorus and Document Automation Services offered to you by DST Technologies, Inc. (*if you are in North America*) or DST Process Solutions Limited (*if you are anywhere else in the world*).

This document, and its schedules and annexes as appendices to it, including the Order (where "Order or order" means an order on the SS&C Blue Prism Order Form or other document mutually agreed that incorporates these terms), contains the whole agreement between the parties relating to the subject matter hereof and sets out the terms on which you can use the products and services (our "Agreement"). The Agreement starts on the date set out in the Order between you and SS&C (defined below), or between you and an SS&C-authorized reseller, and lasts until the end of the license term also specified there, unless it is terminated earlier in accordance with these terms.

In consideration of the mutual promises and upon the terms and conditions set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

1.   <u>Certain Definitions</u>

Capitalized terms are defined as follows unless otherwise indicated an ancillary document to these terms:

1.1   "Action" means any civil, criminal, regulatory or administrative lawsuit, allegation, demand, claim, counterclaim, action, dispute, sanction, suit, request, inquiry, investigation, arbitration or proceeding, in each case, made, asserted, commenced or threatened by any Person (including any government authority).

1.2   "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, the term "control" shall mean, as to each such entity (i) the power to direct or cause the direction of the management and policies of such entity through ownership of at least 25% of such entity's voting securities or (ii) the right to control the appointment of the board of directors or analogous governing body, management or executive officers of such entity. Such entity shall be deemed to be an "Affiliate" only so long as such control exists.

1.3   "Agreement" shall, collectively, mean these General Terms and Conditions, applicable Product Specific Terms, applicable Orders issued hereunder, and other ancillary documents that may be referenced in an Order or an acknowledgement entered by the parties.

1.4   "Claim" means any Action arising out of the subject matter of, or in any way related to, this Agreement, its formation or Services.

1.5   "Confidential Information" means any proprietary information and other non-public information disclosed by either party ("Disclosing Party") to the other party ("Recipient") under or in connection with this Agreement, either directly or indirectly, and whether orally, in writing or otherwise, including this Agreement, all Software, Documentation, information, data, drawings, specifications, trade secrets, object code, machine-readable copies of the Software, and source code relating to the Software (whether or not supplied to Client pursuant to this Agreement).

1.6   "Documentation" means written instructions regarding the use and functions of Software or Software as a Service (SaaS) generally furnished with Software or SaaS, which may be printed manuals, or may be in electronic format, including "on-line" help files that may be included in the disc or other media on which the Software is delivered. Unless otherwise indicated, the terms "Software" and "Software as a Service" (SaaS) will include their respective "Documentation."

1.7   "Effective Date" means the date specified in an Order.

1.8   "Losses" means any and all compensatory, direct, indirect, special, incidental, consequential, punitive, exemplary, enhanced or other damages, and any and all settlement payments, attorneys' fees, costs, damages, charges, expenses, interest, applicable taxes or other losses of any kind.

1.9   "Order" means an order schedule, order acknowledgement, work request, statement of work, letter of engagement, or other document incorporating by reference these Terms and Conditions and any Product Specific Terms, agreed to by Client, that specifies Services being purchased by Client pursuant to the terms of this Agreement.

1.10   "person" and "entity" mean an individual, a corporation, limited liability company, partnership, association, trust, fund or any organized group of persons, whether incorporated or not, and any receiver, bankruptcy trustee or similar official.

1.11   "Personal Information" means "nonpublic personal information" under the Gramm-Leach-Bliley Act of 1999 and all "personal information" as defined in the Massachusetts Standards for the Protection of Personal Information.

1.12   "Product Specific Terms" shall mean terms applicable to specific SaaS Services that are provided pursuant to these Terms and Conditions.

1.13   "Services" means Software as a Service, Maintenance and Support Programs, or other services being purchased by Client pursuant to the terms of this Agreement, as indicated in an Order and any applicable Product Specific Terms.

1.14 "Software" means SS&C's proprietary computer software program(s) specified in an Order to this Agreement, including any Updates that are applicable to Client under the terms of an Order.

1.15 "Software as a Service" or "SaaS" means an SS&C proprietary subscription-based service offering whereby Software is hosted by SS&C and provided to Client as a service as specified in an Order.

1.16 "SS&C" means DST Technologies, Inc. or DST Process Solutions Limited, as the case may be. Affiliates of those entities may enter into an Order for the Software or Software as a Service to accept payment.

1.17 "Third Party Claim" means a Claim (i) brought by any Person other than the indemnifying Party or (ii) brought by a Party on behalf of or that could otherwise be asserted by a third party.

1.18 "Third Party Software" means proprietary software of a third party.

1.19 "Use" has the meaning given to it in the relevant Product Specific Terms.

2. Services.

2.1 Ordering. Client may place orders for Services, subject to these Terms and Conditions and any Product Specific Terms, by execution and submission to SS&C or an applicable reseller of an Order, and execution by SS&C and Client of an acknowledgement document. All Orders accepted by SS&C or a reseller shall be deemed to incorporate these Terms and Conditions. In the case of any conflicts between these Terms and Conditions, any Product Specific Terms and any Order, the terms of the particular Order shall prevail and the terms of any Product Specific Terms shall prevail over these Terms and Conditions. Subject to these Terms and Conditions and any Product Specific Terms, SS&C hereby grants to Client, during the term of the Order, a limited, nonexclusive, nontransferable right to Use the Software as a Service set forth in the Order (including any Documentation) solely for Client's internal business operations.

2.2 Restrictions. SS&C retains all right, title, and interest in and to the Software, Services, and Documentation, and any enhancements, modifications, and derivatives thereof, including all patent rights, copyrights, trade secrets, trademarks, service marks, and other intellectual property rights associated therewith. Client has no ownership interest in the Software, Services or Documentation, or any copies thereof. Client's rights in the Software, Services, and Documentation, and any copies thereof, are limited to the rights expressly granted under this Agreement and are subject to all of the terms and conditions in this Agreement. SS&C reserves all rights not expressly granted to Client in this Agreement. Client will not directly, or indirectly through any Affiliate, agent or other third party: (a) use the Software except as expressly authorized in this Section 2, and subject to the other terms and conditions of this Agreement; (b) sell, lease, license, transfer, rent, share, distribute, sublicense or otherwise provide or disseminate all or any portion of the Software, Services or Documentation to any third party; (c) decompile, disassemble or reverse engineer the Software or Services, in whole or in part; (d) change or modify the Software; (e) write or develop any derivative software or any other software program based upon the Software, Services, Documentation or any Confidential Information; (f) use the Software or Services to provide processing services to third parties or otherwise use the Software or Services on a 'service bureau' basis (except as expressly set out in any Order); (g) make the Software or Services available to, or permit use of the Software or Services by, any third party without SS&C's prior written consent (including framing, spidering, scraping or mirroring of any of the content of any Software or Services); (h) remove any proprietary notices, labels or marks from the Software, Services or Documentation; (i) except as otherwise expressly permitted under this Agreement, disclose the Software, Services or any SS&C proprietary or confidential information to any third party; or (j) defeat or circumvent any controls or limitations contained in or associated with the use of the Software or Services. The above stated restrictions shall also apply to all Third Party Software (if any) provided by SS&C. Additional restrictions for specific Software or Services (if any) are set forth in the relevant Order.

All right, title, and interest that Client may have in its data and internal programs will remain the property of Client.

SS&C shall have a royalty free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into SS&C's products and services any suggestions, enhancement requests, recommendations, and other feedback provided by Client relating to SS&C's products or services.

2.3 Third Party Software. Unless otherwise specified in this Agreement, with the exception of any Third Party Software provided by SS&C under this Agreement, Client is responsible for licensing all Third Party Software required to use the Software and Services.

IF SS&C AND ITS SUPPLIERS ARE PROVIDING THIRD PARTY SOFTWARE, IT IS ON AN "AS IS" BASIS. SS&C AND ITS SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO THIRD PARTY SOFTWARE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SS&C NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY THIRD PARTY SOFTWARE, INCLUDING PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Neither SS&C nor its suppliers have any indemnification obligations with respect to Third Party Software.

2.4   Outside Services and Other Third Party Products. Client may use outside data services and other third party software products in connection with the Software and SaaS. Client is responsible for procuring these services and software and for the fees related to their installation and use. Notwithstanding anything in this Agreement to the contrary, neither SS&C nor its Affiliates shall be liable to Client or any other person for any damages and losses with respect to such data services or other third party software products, reliance by SS&C or Client on such data services or other third party software products, or the provision of such data services or other third party software products in connection with this Agreement.

2.5   Notice of Unauthorized Use. Client shall promptly notify SS&C upon learning of any actual or suspected unauthorized possession or use of any Software, Services or Documentation supplied by SS&C under this Agreement.

3.   Disclaimer and Limitation of Liability.

3.1   Disclaimer. Any representation or warranty not expressly contained in this Agreement is not authorized or valid. No employee, agent, representative or Affiliate of SS&C has authority to bind SS&C to any oral representations or warranty concerning Software or Services. Client agrees that, in entering into this Agreement, if either (i) it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (ii) if it did rely on any representations (whether written or oral) not expressly set out in this Agreement, it shall have no remedy in respect of such representations and (in either case) SS&C shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement. SS&C does not exclude liability which may not be excluded by law.

3.2   Exclusion of Damages. SS&C SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ENHANCED OR SIMILAR DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, DIMINUTION OF VALUE, LOSS OR DAMAGE TO GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR COST OF COVER, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SS&C HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SS&C SHALL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY CLIENT (OR ANY PERSON CLAIMING UNDER OR THROUGH CLIENT), WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR FOR BREACH OF STATUTORY DUTY HOWSOEVER 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 SS&C AND ARE NOT OTHERWISE EXCLUDED OR LIMITED BY THIS CLAUSE 3.

3.3   Maximum Liability.   SS&C'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE BASIS OR LEGAL THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT, IN ANY EVENT, EXCEED, IN THE AGGREGATE, THE FEES PAID BY CLIENT TO SS&C UNDER THE RELEVANT ORDER FOR THE SOFTWARE LICENSE(S) OR SERVICES GIVING RISE TO THE CLAIM FOR DAMAGES (LESS ANY REFUNDS OR CREDITS) IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

4.   Indemnification.

4.1   SS&C Indemnification.

(a) SS&C shall, at its expense, defend or settle any third party claim brought against Client during the term of the applicable Order to the extent based on a claim that Software or SaaS as delivered, when used within the scope of this Agreement, infringes any patent or copyright, misappropriates any trade secret or otherwise infringes any proprietary or intellectual property right of such third party ("Indemnified Claim") and shall pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by SS&C in connection therewith. This obligation is subject to Client: (a) notifying SS&C promptly in writing of the Indemnified Claim; (b) giving SS&C the exclusive control of the defense and settlement thereof, provided that settlement of any Indemnified Claim on terms that include an admission of liability by Client or a restriction on the operation of Client's business other than as it relates to Software or SaaS shall require Client's prior written consent, which shall not be unreasonably withheld or delayed; and (c) providing reasonable assistance necessary for SS&C to perform its obligations hereunder.

(b) In the event any such Indemnified Claim is brought or threatened, or in SS&C's reasonable opinion is likely to be brought or threatened, SS&C may, at its sole option and expense: (a) procure for Client the right to continue use of Software or SaaS (as applicable) or the infringing part thereof; or (b) modify or amend the applicable Software or SaaS, or infringing part thereof, or replace the applicable Software or SaaS, or infringing part thereof, with other software or services, as applicable, having substantially the same or better capabilities; or, if, in SS&C's reasonable opinion, neither of the foregoing is commercially practicable, (c) terminate Client's rights with respect to the applicable Software or SaaS and: (i) if Client has paid for a perpetual license for the infringing Software, refund to Client the portion, if any, of the corresponding license fees paid by Client for the allegedly infringing Software, equal to the amount paid by Client for such Software less 1/48th thereof for each month or portion thereof that such license has been in effect; and (ii) if Client has paid for a term license for such infringing Software or SaaS, refund the portion of the license fees paid for the period of such term license for the infringing Software or SaaS occurring after termination.

(c)   The foregoing obligations of SS&C shall not apply, and SS&C will have no obligation or liability for any Indemnified Claim, or any infringement, arising as a result of: (a) modifications to Software made by any party other than SS&C or a duly authorized representative of SS&C; (b) Client's continued use of the infringing Software or SaaS after receipt of notice of a claim or after receipt of the remedy required of SS&C under this Section 4.1, or if Client uses a version of Software that has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Software that was provided to Client; (c) any development, modification or customization of Software or SaaS made pursuant to Client's designs, specifications or instructions; (d) the combination or use of Software or SaaS with other products, processes or materials if Software or SaaS by itself does not infringe; or (e) use of Software or SaaS other than in accordance with Documentation or the terms of this Agreement. This Section 5.1 states the entire liability of SS&C with respect to any Indemnified Claim.

4.2   Client Indemnification. Client shall indemnify, defend and hold harmless SS&C and its Affiliates and their employees, officers, and agents ("SS&C Associates") from and against Losses (including legal fees and costs to enforce this provision) that SS&C Associates suffer, incur or pay as a result of any Third Party Claim or Claim among the Parties. Any expenses (including legal fees and costs) incurred by SS&C Associates in defending or responding to any Claim (or in enforcing this provision) shall be paid by Client on a quarterly basis prior to the final disposition of such matter upon receipt by Client of an undertaking by SS&C to repay such amount if it shall be determined that SS&C Associates are not entitled to be indemnified.

5.   Confidential Information.

5.1   Nondisclosure. The Recipient shall use the Disclosing Party's Confidential Information solely in accordance with the provisions of this Agreement. The Recipient shall take reasonable measures to protect the secrecy of and prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. Without limiting the foregoing, the Recipient shall take at least those measures that it takes to protect its own information of a similar nature. The Recipient will not disclose the Disclosing Party's Confidential Information, or permit it to be disclosed, directly or indirectly, without the Disclosing Party's prior written consent, except that Recipient may, without the Disclosing Party's prior written consent, disclose Confidential Information (a) to employees and third parties (unless otherwise prohibited by this Agreement) who have a need to know such information in order for Recipient to fulfill its rights and obligations under this Agreement and are bound by a corresponding written obligation of confidentiality and (b) to the extent the Recipient is legally required to disclose such Confidential Information. The Recipient bears no responsibility or obligation for safeguarding information that: (i) is or becomes publicly available through no fault of the Recipient; (ii) was known to the Recipient prior to its disclosure by the Disclosing Party and not subject to a confidentiality obligation, and this can be shown by reasonable evidence; (iii) is obtained by the Recipient from a third party, absent the Recipient's knowledge of such third party's breach of its obligations of confidentiality with respect to such information; or (iv) is independently developed by the Recipient without reference to the Disclosing Party's Confidential Information. If the Recipient is legally required to disclose Confidential Information, prior to such disclosure the Recipient shall give notice to the Disclosing Party (if permitted by applicable law) to permit the Disclosing Party to seek a protective order requiring that the Confidential Information be kept confidential.

5.2   Notification of Unauthorized Access. In the event that the Recipient learns that a person or entity has gained unauthorized access to, or made an unauthorized disclosure of, the Disclosing Party's Confidential Information, the Recipient shall promptly notify the Disclosing Party in writing. Each party further agrees to abide by applicable laws governing its obligations in the event of a data breach.

5.3   Policies and Procedures. From time to time a party may obtain access to certain Personal Information. SS&C and Client will implement and maintain commercially reasonable policies and procedures that are designed to protect against unauthorized access to or use of Personal Information. Personal Information will be controlled and processed, including any transmission and processing of such data outside the jurisdiction governing this Agreement, in accordance with applicable law. SS&C will comply in all material respects with law applicable to its provision of Personal Information and will implement and maintain appropriate measures in order to comply (to the extent required) with such law with regard to such Personal Information. On request by Client, SS&C shall provide Client with a copy of SS&C's Business Continuity and Disaster Recovery Plan Executive Summary as amended from time to time.

6.   Term and Termination.

6.1   Term. The Agreement amongst the parties will take effect on the Effective Date until the Services ending date as stated in an applicable Order or until terminated as set forth below in Section 6.2. An Order may be terminated in accordance with its terms without terminating this Agreement.

6.2   Termination for Material Breach or Insolvency. SS&C may, by written notice to Client, terminate this Agreement if any of the following events ("Termination Events") occur: (a) Client is in breach of any material term, condition or provision of this Agreement, or of any other agreement between SS&C (or any Affiliate of SS&C) and Client (or any Affiliate of Client), which breach, if capable of being cured, is not cured within 30 days after SS&C gives Client written notice of such breach; or (b) Client (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. The provisions of Sections 1, 2.2, and 3, 4, 5, 6, 9.8, 9.9, 9.13 and 9.14 will survive termination of this Agreement.

6.3   Obligations Upon Termination. Upon the expiration or termination of any Order, all licenses granted to Client, and all Services obtained by Client, under such Order shall terminate, and Client shall cease accessing and using any applicable Services. Within 30 days after the date of termination of this Agreement for any reason whatsoever, Client shall: (a) return or destroy all copies, in whole or in part, of all Documentation and any other Confidential Information in its possession that is in tangible form; and (b) furnish SS&C with a certificate signed by an executive officer of Client verifying that (a) above has been done.

6.4   Suspension. SS&C reserves the right to suspend Services to Client under any and all Orders during any period in which Client's account under any one or more Orders is more than 10 days past due. Suspension shall not relieve Client of its payment obligations under this Agreement.

7.   Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Client, in whole or in part, whether directly or by operation of law, without the prior written consent of SS&C. Any such consent may be conditioned upon the payment of additional fees to SS&C in such amounts as SS&C may determine. For purposes of this Agreement: (a) a change of control of Client, a sale of substantially all of the assets of Client or a merger or consolidation involving Client or any Affiliate of Client effecting, directly or indirectly, a change of control of Client, shall be deemed to be an assignment or transfer of this Agreement and the rights under it by operation of law requiring the written consent of SS&C; (b) a "change of control" shall be deemed to have occurred if any person or entity not in control of the Client before the Effective Date of this Agreement, thereafter acquires control of the Client; and (c) control means, as to each such entity (i) the power to direct or cause the direction of the management and policies of such entity through ownership of at least 25% of such entity's voting securities or (ii) the right to control the appointment of the board of directors or analogous governing body, management or executive officers of such entity.

Any assignment or other transfer of this Agreement or Software without the prior written consent of SS&C as required above shall constitute a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any attempted delegation, transfer or assignment prohibited by this Agreement shall be null and void.

8.   Notices.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by first class certified mail; or (c) sent by overnight courier, in each of (b) and (c) properly posted and fully prepaid to the appropriate address set forth in the Order. Either party may change its physical address for notice by written notice to the other party given in accordance with this Section 9. Notices will be considered to have been given at the time of actual delivery in person, 3 business days after deposit in the mail as set forth above, or 1 day after delivery to an overnight courier service.

If to SS&C:

DST Technologies, Inc.
1055 Broadway, 7th Floor
Kansas City, MO 64105
Attn: Legal Department

Email: fsgnotices@sscinc.com

9.   Miscellaneous.

9.1   Force Majeure. SS&C will not incur any liability or be responsible for any Loss of property in SS&C's possession or for any failure to fulfill its duties or obligations hereunder if such Loss or failure is caused, in whole or in part, directly or indirectly, by events occurrences or cause beyond its reasonable control, including war, terrorist or analogous action, the act of any Government Authority or other authority, riot, civil commotion, rebellion, natural disaster, storm, accident, fire, flood, earthquake, epidemic, pandemic, public health emergency, lockout, strike, labor shortage, power or other utility service failure, computer error or failure, delay or breakdown in communications or electronic transmission systems, failure or discontinuance of the Internet, or other analogous events beyond the reasonable cause of SS&C. SS&C shall use commercially reasonable efforts to minimize the effects on the Services of any such event.

9.2   Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party in enforcing the provisions of this Agreement or its rights or remedies will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

9.3   Partial Invalidity. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions, and provisions, all of which will continue to be valid and enforceable to the fullest extent permitted by law.

9.4   Audit. To the extent applicable, Client shall permit SS&C to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this license, for the purpose of ensuring that Client is complying with the terms of the license under this Agreement, provided that SS&C gives reasonable advance notice to Client of any such inspection, which inspection shall take place at reasonable time.

9.5   Entire Agreement. This Agreement (including any addendum hereto) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect thereto. SS&C shall not be subject to provisions of any pre-printed terms on or attached to purchase orders generated by Client, or any Client policies, regulations, rules or the like, including those set forth in any Client sponsored registration system, regardless if such requires affirmative acknowledgement from an SS&C representative.

9.6   Headings. The headings used in this Agreement are for convenience of reference only and are not to be used for interpreting it.

9.7   Export Control. Client shall comply with all applicable export, re-export, and foreign policy laws that may be imposed by the Canadian or United States government.

9.8   Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original. Such counterparts together will constitute one agreement. Signatures may be executed electronically and exchanged via facsimile or electronic mail and the parties hereto agree that signatures so exchanged shall be binding to the same extent as if original signatures were exchanged.

9.9   Choice of Law; Choice of Forum.

9.9.1   *If you are in North America:* This Agreement shall be interpreted in accordance with and governed by the Law of the State of New York without regard to conflicts of law principles. The state and federal courts in the Borough of Manhattan in the City and State of New York shall have exclusive jurisdiction to resolve any dispute arising out of or related to this Agreement. Each Party submits to the exclusive jurisdiction of such courts and waives to the fullest extent permitted by law all rights to a trial by jury. Notwithstanding anything to the contrary, Section 5-903 of the New York General Obligations Law shall not apply to any auto renewal under this Agreement, and Client hereby expressly and irrevocably waives its right to receive any notice of renewal to the extent required under Section 5-903 of the New York General Obligations Law. The *Uniform Computer Information Transactions Act* shall not apply to this Agreement.

9.9.2   *If you are anywhere else in the world:* This Agreement shall be interpreted in accordance with and governed by the laws of England and Wales. The English courts shall have exclusive jurisdiction to resolve any dispute arising out of or related to this Agreement. Each Party submits to the exclusive jurisdiction of such courts.

9.10   No Solicitation. No party shall directly or indirectly solicit or entice away or hire (or attempt to solicit or entice away or hire) from the employment of the other party any person employed or engaged by such other party in the provision of any Services or in the receipt any Services at any time during the term and for a further period of 12 months after the termination of this Agreement other than by means of an advertising campaign open to all comers and not specifically targeted at any of the staff of another party.

9.11   Independent Contractors. The parties are, and shall remain, independent contractors. Except as provided in this Agreement, each party is not, and will not act as, an agent of the other party, nor shall either party or any of its employees be deemed to be employees of the other party and nothing in this Agreement shall be construed as creating a partnership, joint venture, an employer/employee relationship, an agent-principal relationship, or any similar relationship.

9.12   Disclosure; Use of Client's Name. SS&C's parent entity is subject to United States federal and state securities laws. SS&C may make disclosures required by such laws. Subject to the confidentiality provisions of Section 6.4, SS&C may: (a) refer to Client in generic client lists, new client announcements, product brochures, and marketing materials indicating that Client is a client of SS&C; and (b) issue a press release, subject to Client's prior reasonable review and consent (such consent not to be unreasonably denied, delayed or conditioned), announcing that Client has engaged SS&C to provide Software. SS&C may disclose to third party vendors (including software vendors) that provide products or services used by Client or that are used in conjunction with SS&C's products or services that Client is a client of SS&C and such other information that is reasonably needed by such third party vendors.

9.13   Right to Subcontract. SS&C may subcontract or delegate the performance of any Services under this Agreement, including to one or more of SS&C's Affiliates. SS&C shall remain responsible for all its obligations under this Agreement notwithstanding any subcontracting or delegation of the performance of such obligations. SS&C shall ensure that any third party performing Services under this Agreement on SS&C's behalf complies with all of SS&C's obligations under this Agreement.

6

9.14   <u>Injunctive Relief</u>. Any violation or threatened violation of Sections 2.2, Section 5 ("Confidential Information") or Section 9.10 (No Solicitation) of this Agreement will cause irreparable injury to the other party for which monetary damages would not be an adequate remedy and each party will be entitled to obtain injunctive relief (without the necessity of posting a bond) in addition to any other damages or equitable relief for any breach of the above-listed sections of this Agreement.

9.15   <u>Time Limit to Claim Breach</u>. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than 1 year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

9.16   <u>No Third Party Beneficiaries</u>. A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement, with the exception of SS&C's data and software suppliers.

9.17   Words in the singular include the plural and words in the plural include the singular. The words "including," "includes," "included," and "include", when used, are deemed to be followed by the words "without limitation." Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "hereof," "herein," and "hereunder" and words of analogous import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

SS&C|BLUE PRISM® CHORUS
PRODUCT SPECIFIC TERMS AND CONDITIONS

A.   **General.**   These Product-Specific Terms govern your use of SS&C's Affiliate's proprietary work management software known as "Chorus " and formerly known as "Automated Work Distributor"™ or "AWD"® (the "Software") and are in addition to the General Terms for Chorus BPM and Document Automation (the "General Terms"). Capitalized terms used herein without definition shall have the meaning ascribed to them in the General Terms.

1. Software. The fees indicated in your Order cover the use of the Software.   The module you select in your Order determines which Software components are included, as indicated below:

	Module Selected		
Components included?	**Starter**	**Professional**	**Enterprise**
• Core Chorus BPM (includes design studio, process orchestration, and web service APIs functionality) • Content management	**Yes**	**Yes**	**Yes**
• Capture & Email • Operational Analytics • Communications	**No**	**Yes**	**Yes**
• Enhanced search • UX Builder 12k sessions	**No**	**No**	**Yes**

2. Support. The fees indicated in your Order cover support and maintenance, which we provide to you in accordance with the Global Customer Services Support Terms ("Support"). The specifics of our Support commitment to you are dependent on the support tier you select, and in the case of the hosted services , our Support commitment to you includes our Service Level Agreement with you.

3. Hosting Inclusions. Unless otherwise indicated in your Order, the fees specified in your Order further cover the following:
   a. Deployment of the Software in one production environment and in two non-production environments for the number of users and the selected components set forth in your Order;
   b. Operations staff, infrastructure and licensing to support the Chorus database, application, and image storage;
   c. Production deployment across a dual-region configuration;
   d. Provide and maintain infrastructure to support the hosted Chorus peripheral products and features;
   e. Hosting data center processing operations;
   f. Data and content storage of 10 GB/User of data and/or images;
   g. Internet-based connectivity between you and Installation Address (defined below);
   h. Database and operating system maintenance; and
   i. Support for one upgrade per annum, scheduled in coordination with you.

4. Exclusions. Your Order does not include any of the following unless specified in that Order:
   a. Infrastructure to support products hosted at your site (e.g. Chorus /Scan);
   b. Additional non-production databases outside of the initial environments;
   c. Optional features, products, Software environments, professional services or other services (you are responsible for travel and expenses to perform such services or to meet at your location), all of which are available at additional cost and subject to posted terms;
   d. Data conversion services, fees for which are based on hours worked; and
   e. You are responsible for any all expenses related to VPN or private network connectivity between your facilities and Installation Address This Agreement does not include any other SS&C related charges (including SS&C networking or eComm charges). You are also responsible for all third party usage expenses associated with inbound and outbound fax.

B. Additional Definitions:

1)   "**Use**" means access (remote access in the case of Software as a Service) and use by you, from the Installation Address, of the Software and all Third Party Software provided by SS&C, for your own internal information processing services and computing needs.

2)   "**Installation Address**" means, based on the deployment option you have selected and the address for you set out in your Order, the data center location applicable to you for hosted deployments, or in the case of on-premises deployment, your address:

Deployment Option	Installation Address Options
SS&C Private Cloud	The SS&C Data Center currently located at (i) 7201 East 64th Court, Kansas City, Missouri 64133 and (ii) 183 NW Industrial Court, Bridgeton, MO 63044, which are locations owned by SS&C and/or its Affiliates, or such other region-appropriate SS&C or SS&C Affiliate owned and operated data centers as directed by SS&C
Public Cloud	AWS location selected and agreed with you, based on your Installation Address
On-premises	Your address as indicated on your Order or your private cloud

C. Limited Warranties:

1.   Warranties. SS&C warrants for a period of 90 days from the Effective Date that the Software will operate in substantial accordance with the Documentation. SS&C further warrants that it has made Commercially Reasonable Efforts to ensure that no viruses will be coded or intentionally introduced by SS&C into the Software. For purposes of the preceding sentence, "Commercially Reasonable Efforts" shall mean that, prior to deliver of the Software, SS&C checks the Software using commercially available anti-virus software.

2.   Breach. You 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 Software does not substantially operate in accordance with the Documentation, then SS&C shall, at its sole option, undertake to correct the Software, replace the Software free of charge or, if neither of the foregoing is commercially practicable, terminate the license granted with respect to the Software and refund to you the corresponding license fees you paid for the Software. To the extent not prohibited by applicable law, the foregoing are your sole and exclusive remedies for breach of warranty.

3.   Exclusions. The limited warranties set forth in this Section C shall not apply, and SS&C shall have no warranty obligation or liability with respect, to any Software that (a) is damaged through no fault of SS&C; (b) is modified by anyone other than SS&C; (c) is used for any purpose other than its intended purpose (as specified in the Documentation); (d) is used with equipment not specified as compatible with the Software in such Software's Documentation; I is used with software not specified as compatible with said Software in the Software's Documentation; or (f) you fail to properly install or maintain. Further, the warranties set forth in this Section C shall not apply, and SS&C shall have no warranty obligation or liability due to (i) any computer malfunction not attributable to the Software or SS&C; (ii) any incorrect use of the Software; or (iii) any willful misconduct or negligent action or omission by you.

4.   Disclaimer. **THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION C 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 TITLE, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SS&C DOES NOT GUARANTEE THAT THE SOFTWARE OR ANY 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 THE LIMITED WARRANTIES IN THIS SECTION C. ALL PRE-PRODUCTION RELEASES OF THE SOFTWARE MADE AVAILABLE TO YOU ARE EXPRESSLY PROVIDED "AS IS".**

D. Third Party Software Provided by SS&C:

1)   You acknowledge that the Software may contain integrated third party software (the "**Component**s"). You

may only use the Components as integrated into the Software. Such Components are distributed as a part of the Software and are subject to the terms of this Order. With respect to integrated open source software, the foregoing limitations shall not apply to the extent that they are inconsistent with the applicable open source software license(s).

2)   Third party technology and software that may be appropriate or necessary for use with the Software is specified in the application package documentation or as otherwise notified by SS&C and its Affiliates and such third party technology is licensed to you under the terms of a third party license schedule specified in its documentation or as otherwise notified by SS&C and its Affiliates and not under the terms of this Order. In particular, see additional terms applicable to our Operational Analytics component in Exhibit A.

E. <u>SS&C Responsibilities</u>:

1.   SS&C will make the Software and/or Services available to you on a remote basis as defined herein. Availability is subject to emergency maintenance and unavailability when capacity upgrades cannot be completed during normal maintenance periods.

2.   SS&C shall not be responsible or liable for any changes, alterations, modifications to data you transmit to the relevant data center or for failure to maintain the same if you shall have made such changes, alterations or modifications or shall be the cause of such failure to maintain the same. SS&C will retain data you have transmitted to the relevant data center in your Chorus production environment(s).

3.   At your direction, SS&C will obtain, on your behalf, communication circuits connectivity between your locations and your Installation Address for you to access and utilize the Services (the details of such circuit will be outlined in a separately executed Proposal or Statement of Work). In such event, SS&C shall utilize communications network control and monitoring capabilities to assist you with the identification and resolution of any problems which appear to be related to the communications circuits obtained by SS&C on your behalf and will work with the communications vendor to resolve such problems as expeditiously as possible. However, in no event shall SS&C be responsible, and SS&C shall have no liability, for inadequacies or failures to perform related to or arising out of such communications circuits. For such SS&C provided communications, SS&C shall bill you, as an additional expense, a fee which is made up of (x) an estimated allocation of the costs of the circuit(s) (based on average circuit costs for similar circuits), and related costs and expenses, and (y) an estimated allocation of the costs incurred by SS&C associated with supporting such SS&C provided connectivity, including equipment, network infrastructure, SS&C's monitoring and problem resolution services described above, support, corporate overhead, and an administrative charge.

However, at your election, you may obtain for itself the communication circuits connectivity. In such event, you shall be responsible for:

(i) obtaining, providing, and paying for the applicable costs of all communication circuits connectivity between your locations and the SS&C Facility necessary for you to access and utilize the Services;

(ii) the provision of communications network control and monitoring capabilities to identify and to resolve any problems (SS&C shall, as reasonably possible, assist you with the identification and resolution of problems with the provided communication lines, to the extent SS&C has personnel available and free to do so and has access to information necessary to provide such assistance; provided it is your obligation to work with the communications vendor to resolve issues); and

(iii) a fee to SS&C (which will be outlined in a separately executed Proposal or Statement of Work) which is an estimated allocation of the costs incurred by SS&C associated with supporting provided connectivity (including internal equipment, monitoring, corporate support, infrastructure, and other services) and an administrative charge, as an additional expense.

F.   Your <u>Obligations</u>:

1.   You recognize that you must at all times during the Term be utilizing versions and releases of the Software which are under active support by SS&C.

2.   With computer equipment and through transmission facilities installed on your premises, you shall transmit to the Installation Address such information and data that you determine is to be input and that is required to use the Services. You shall transmit or cause to be transmitted to the Installation Address, in the formats and form specified by SS&C, all information, data or other documentation required or desirable in connection with your use of the Services or the Installation Address so that the input shall be complete and accurate when it is received by the Installation Address. You shall advise SS&C of any (i) errors or mistakes in the data, information or documentation transmitted to the Installation Address, (ii) errors or mistakes in the records maintained (or intended to be maintained) on the Services, (iii) errors or mistakes in the output generated hereunder or (iv) any other issues with respect to your use of the Software, the Installation Address, any third party software operated by or hosted by you at the Installation Address or the operation of the Software. Using normal audit and control procedures, you shall verify (i) that all data, information and documentation transmitted to the Installation Address hereunder is properly input into the Services and is accessible by you hereunder and (ii) all output received hereunder. Notification of any errors or mistakes or other issues shall be provided promptly under the circumstance (but no later than 24 hours after you know or reasonably should know of such error or

mistake or other issue). You shall be responsible and liable for any resulting losses and the cost or expense of regenerating any output if you shall have (i) failed to utilize and employ a reasonable control procedure available on the Services of which you are advised or which are set forth on the appropriate SS&C Client Center, (ii) failed to transmit properly any information, data or documentation, (iii) transmitted erroneous or incorrect information, data or documentation, or (iv) failed or delayed to notify SS&C of any error or mistake in (x) any record, report, data or information sent to SS&C, (y) the records maintained or supposed to be maintained on the service or (z) the output provided by SS&C.

G. **Termination:**

1.   Retention Past Termination. Notwithstanding any other provision of this Agreement, in the event SS&C is required to retain or maintain any of your documents, images and records or any other of your Confidential Information, as defined above, beyond the termination of this Agreement by a court order, subpoena or any administrative or governmental agency, then you will continue to pay SS&C the costs of such continued retention and services based on the fees provided in the Order (calculated on a pro-rated basis if required) until such time as SS&C is permitted by applicable legal requirements to dispose of such documents, images, and records.

2.   Delivery of Your Data. Upon expiration or any termination of this Agreement, if you request recovery by SS&C of your data and the delivery of such data to you, the parties shall negotiate an SOW for SS&C to provide such data in a mutually agreed format, and you shall pay to SS&C the cost of such recovery and delivery at SS&C's then current rates, plus the actual cost of reasonable out of pocket expenses incurred.

EXHIBIT A: ADDITIONAL TERMS FOR OPERATIONAL ANALYTICS COMPONENT

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

1.	You acknowledge that the Operational Analytics component of the Software contains third party software provided by Information Builders, Inc. ("IBI") (such third party software hereafter referred to as "IBI Software"). Your license to use the IBI Software is limited to such use as bundled within the Operational Analytics component provided by an SS&C Affiliate, and is otherwise subject to the other license restrictions set forth within the Agreement. You may not modify the IBI Software and must retain all IBI proprietary notices, logos, copyright notices, and similar markings on any copies of the IBI Software that you are authorized to make pursuant to the Agreement.

2.	**IN NO EVENT WILL SS&C'S OR ITS AFFILIATES' LICENSORS (NAMELY, IBI) 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 IBI 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 License Agreement ("TPA End Users").

• 	On a monthly basis, TPA shall report to SS&C 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 SS&C 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 it relates to such Third Party Users' use of the IBI 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 SS&C, IBI shall have the right to audit SS&C for purposes of determining your compliance with the license restrictions set forth within the Agreement, solely as it relates to IBI Software. IBI may audit the books and records of SS&C, including the Agreement, to determine the number of copies of the IBI 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 IBI Software. An SS&C Affiliate has obligated IBI to maintain the confidentiality of your Confidential Information to the extent it is shared with IBI and SS&C will use commercially reasonable efforts to enforce those obligations.

If, as applicable to the use of [the Operational Analytics component of the Software and] the IBI 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.