

SS&C BLUE PRISM ACADEMIA PROGRAM AGREEMENT (“AGREEMENT”)

1. What this Agreement covers

- 1.1 Welcome to the SS&C Blue Prism Academia Program (“**Program**”), which is a part of SS&C Blue Prism University, SS&C Blue Prism’s (“**Blue Prism**”) effort to spread RPA knowledge and capabilities around the globe. This Program enables instructors at academic institutions to deliver authorised Blue Prism courses in a variety of settings. Students can jump-start their career and RPA knowledge with coursework through a global network of colleges and universities, and through online certification opportunities, hands-on labs, and other Blue Prism learning resources.
- 1.2 You may find out more about the Program from our “**Program Guide**” at [SS&C Blue Prism Academia Program](#) which shall be incorporated by reference in this Agreement. The Program Guide will apply to you, and you agree to comply with it and meet all the requirements set out in therein.
- 1.3 This Agreement applies if you (“**Partner**”, or “**you**”) register as a participant of the Program via our “**Program Website**” at <https://university.blueprism.com>. Please read this Agreement carefully before you sign up and register to participate in the Program. You represent and warrant that you are registering as an authorised representative of your academic institution or other similar education and learning organization, and therefore you are accepting these terms on behalf of such organization, as well as in your personal capacity where the context so requires. If you are unable or unwilling to accept this Agreement, on that basis, you must not continue with the registration nor may you participate in the Program.
- 1.4 **PLEASE READ CAREFULLY.** BY REGISTERING WITH BLUE PRISM AND CLICKING ‘ACCEPT’, YOU CONSENT AND AGREE, ON BEHALF OF THE ORGANIZATION YOU REPRESENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. APPROVAL OF YOUR STATUS AS A PARTNER IS SUBJECT TO THE SOLE DISCRETION OF BLUE PRISM. By clicking the ‘Accept’ button in the registration process, you represent and warrant that:
- 1.4.1 you have full corporate power and authority to enter into this Agreement;
 - 1.4.2 you have read and fully understand this Agreement; and
 - 1.4.3 you have had sufficient opportunity to consult with your legal advisors and counsel, prior to agreeing to the terms herein and submitting your registration.

Our approval and acceptance of your application shall be contingent on and subject to your acceptance of the terms herein and our review of your application.

- 1.5 This Agreement only supplements and does not change or override the terms of any licenses or other agreements between you and us or our Affiliates, including the general terms and conditions for using the Blue Prism website found here <http://www.blueprism.com/terms> and the End User License and Support Terms and Education License Addendum (“**EULA**”) in relation to the Blue Prism Enterprise (on-premise license) software (“**Blue Prism Software**”) found here <https://portal.blueprism.com/agreements>; and this includes any renamed or successor version of the EULA that we may make available or which may be applicable to you. You may download your allocated license for a “Learning Edition” of the Blue Prism Software from <https://portal.blueprism.com/products/learning>.

2. About us

- 2.1 We are Blue Prism Limited, and our address is 2 Cinnamon Park, Crab Lane, Warrington, WA2 0XP in the United Kingdom. Our company registration number is 4260035.
- 2.2 You can contact us by submitting your questions via the relevant “Contact” hyperlink at <https://university.blueprism.com/contact> in the Program Website. You must send legal notices to legal.notices@blueprism.com. We will send our legal notices to the email address you provided when you registered for and submitted your application to become a Partner.
- 2.3 If we have to contact you, we will call you or write to you using the contact details you provided to us when submitting your application. Our use of the words “write”, “writing” or “written” in this Agreement includes communication by email.

3. Program registration and your appointment as a Partner

- 3.1 You must complete and submit to us the designated application form to register and participate in the Program in accordance with our instructions, as a prerequisite to becoming a Partner in the Program. Once we have notified you of your successful appointment and status as a Partner in the Program, during the term of this Agreement you may hold yourself out and identify and represent yourself as such to the public and to third parties by using the appropriate terminology that we may prescribe from time to time.

- 3.2 The information you provide when you register to participate in the Program must be true and accurate.
- 3.3 You shall provide us with any updates or changes to your details or status from time to time, or complete and submit an updated application form if we so request.

4. **Our license grants to you**

- 4.1 Subject to the terms of this Agreement, we hereby grant to you a limited, non-exclusive, non-transferable, royalty-free and non-sublicensable license during the term of this Agreement to:
- 4.1.1 deliver the Course Materials to Students;
 - 4.1.2 reproduce a reasonable number of copies of the Course Materials for use in teaching and delivering the Courses;
 - 4.1.3 display and internally distribute the Course Materials to Students taking the Courses, provided that such resources retain all proprietary markings (including copyright notices and Marks (as defined below)) of Blue Prism without obscuring or altering any of them;
 - 4.1.4 use our trademarks, service marks, trade names and logos ("**Marks**"), solely in connection with your marketing, advertising and promotion of the Courses, provided that your use of our Marks must correctly attribute ownership thereof to us and be in accordance with applicable law and our then-current applicable usage guidelines.
- 4.2 As used herein, "**Course Materials**" means the teaching, training, evaluation and other materials and resources that we have developed and which we own all intellectual property rights thereto, and which we may make available to you in electronic or hard copy formats from time to time, to be used by you in connection with you providing the Courses. "**Courses**" means the courses that you provide, offer and teach to Students, of which the subject matter and curriculum shall be based on the study, application and implementation of robotic process automation using Blue Prism Software. "**Student**" means an individual enrolled to obtain credit as part of a structured set of courses that will be applied towards a diploma, certificate, or degree offered by you.
- 4.3 Subject to this license, you may create any outputs, including any of your own teaching materials, charts, objects, libraries, process automations, objects, documents, scripts, code, or workflow diagrams (collectively "**Development Outputs**"), and test and execute them in non-production environments of the Blue Prism Software. You shall retain all rights, including all intellectual property rights, in the Development Outputs resulting from your use of the Blue Prism Software and the Course Materials, in accordance with this Agreement.
- 4.4 You will at no time contest or aid in contesting the validity or ownership of any Mark or take any action that is inconsistent, adverse, or in derogation of our rights herein, including, without limitation, applying to register any trademark, trade names, copyrights, or other designation that is confusingly similar to any Mark. You recognize the goodwill associated with the Marks and acknowledge that such goodwill belongs solely to us.

5. **Your license grants to us**

- 5.1 You authorize us to publicly identify you as one of our partners in the Program and you hereby grant to us a non-exclusive, royalty-free, irrevocable, perpetual, worldwide right and license to use your name and logo on the Blue Prism website and other promotional and marketing materials in connection with the Program.
- 5.2 If you have any logo or brand usage guidelines, you must let us know during the Program application and registration process or as soon as reasonably practicable thereafter.

6. **No fees payable**

- 6.1 No fees will be payable by either of us to the other under this Agreement and in connection with the Program.

7. **Your obligations as a Partner**

- 7.1 Appointment of qualified Certified Instructors. You must ensure that the "**Certified Instructors**" whom you employ or appoint to conduct and teach the Courses are suitably qualified and trained and have completed or otherwise met the qualification criteria as set out in the Program Guide. This may include required completion of specific training programs or courses. Upon our request from time to time, you must provide us with details about your Certified Instructors and their relevant certificates of completion of required programs or courses, and/or such other documentation evidencing their appropriate qualifications.
- 7.2 Course Delivery. You must ensure that all Students taking the Courses are enrolled as students of

Blue Prism University via the Program Website, and use our “**Learning Management System**” to proceed through the various course modules and assessments. You must also manage the educational quality of your own institution by periodically reviewing your Students’ success as further described in the Program Guide. You will cooperate reasonably with Blue Prism in a timely manner upon our request to review and/or audit your obligations and your Students’ progress.

- 7.3 Promotion of the Courses. You shall use reasonable commercial efforts to actively promote and market the Courses to prospective Students.
- 7.4 Professional conduct. You will, and will procure and ensure that your Certified Instructors, conduct and teach the Courses in a professional and competent fashion. You will conduct your business in a manner that reflects favorably on us; and, make no representations, warranties or guarantees to Students with respect to the specifications, features or capabilities of the Blue Prism Software and the services that we offer, that may be in any way inconsistent with our standard product literature, including the Course Materials.
- 7.5 Responsibility. You are responsible for the acts and omissions of your Certified Instructors in relation to their teaching and conducting of the Courses. You will also ensure that you have obtained all requisite consents from your Certified Instructors and Students to the extent that these may be reasonably required for us to perform our obligations, exercise our rights, and enjoy the benefits contemplated under this Agreement.
- 7.6 Reporting. Upon our request or at such frequency as we may reasonably require, you must provide us with reports for each Course, providing such level of detail as requested, including number of attendees for each class, and Course details; subject to each of us complying with applicable data protection laws.
- 7.7 Confidentiality. Each of our respective obligations of confidentiality pursuant to the EULA shall be incorporated by reference hereunder and shall apply to any Confidential Information that each of us may disclose to the other under this Agreement. Confidential Information includes the Course Materials and any materials, information or documents comprising, or provided in connection with, our Learning Management System.

8. **Term and termination**

- 8.1 This Agreement shall commence on the Effective Date and shall continue in perpetuity until either of us provides at least 60 (sixty) days prior written notice to the other, unless earlier terminated in accordance with this Agreement.
- 8.2 Termination of this Agreement will automatically terminate any applicable EULA relating to your use of the Blue Prism Software provided to you in connection with this Agreement.
- 8.3 We may terminate this Agreement by providing you with written notice if you commit a material breach which is not remedied (if capable of remedy) within thirty (30) days after notice to remedy such breach.
- 8.4 All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.

9. **Our liability**

- 9.1 The Program that we invite you to participate in, and any services that we provide to you or are deemed to provide to you in connection with the Program, is on an 'as is' and 'as available' basis and is made available to you at your sole risk.
- 9.2 We give no warranties (and make no representations), whether express or implied, statutory or otherwise, relating to satisfactory quality or fitness of the Program for a particular purpose, or that the Program will meet your specific requirements or that any services performed by us in connection with the Program will be uninterrupted, timely, secure, or error-free. All such warranties and representations are hereby expressly excluded from this Agreement to the extent permitted by applicable law.
- 9.3 We do not limit our liability where the law prevents us from doing so (for example, if we act fraudulently), and subject to the foregoing sentence, our liability in relation to your participation in the Program shall not exceed £50. We will not be responsible for indirect damages or consequential losses that you may suffer, including for any harm done to your profits, data or goodwill or if you waste your resources in connection with your participation in the Program.

10. **Data privacy**

- 10.1 In this Agreement, "**controller**", "**data subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in the GDPR. "**Applicable Data Protection Law**" means all worldwide data

protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, (i) General Data Protection Regulation (EU Regulation 2016/679) (the "**GDPR**"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) all applicable national data protection laws made under or pursuant to (i) or (ii), in each case as may be amended or superseded from time to time.

10.2 We will disclose personal data processed in connection with the online services in accordance with our [Privacy Policy](#). We are a controller of the personal data we disclose, and if you are a recipient of such personal data, you will process the personal data as a separate and independent controller. In no event will we process the personal data as joint controllers.

10.3 If you receive personal data from us (or someone acting on our behalf), you and we shall be individually and separately responsible for complying with the obligations that apply to each of us as a controller under Applicable Data Protection Law. In particular:

10.3.1 we shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the personal data; and

10.3.2 you shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of your processing of the personal data you receive, including without limitation complying with all necessary transparency and lawfulness requirements as a separate controller, ensuring you are authorized to receive the personal data (e.g. if the personal data relates to individuals from separate but related entities or bodies) and obtaining any necessary consents before using personal data for marketing purposes.

10.4 You shall implement appropriate technical and organizational measures to protect personal data you receive from us from and against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, it (a "**Security Incident**"). If you become aware of a Security Incident that is related to any personal data you receive from us, you will notify the us without undue delay by email to privacy@blueprism.com and provide reasonable information in relation to the Security Incident.

10.5 If either of us receives any correspondence, enquiry, or complaint from a data subject, regulator or other third party ("**Correspondence**") related to the disclosure of personal data by one party to the other party, including the processing of personal data in connection with the Program, it shall promptly inform the other party giving full details of the same. You and we shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.

10.6 Where you receive personal data from us and you are located outside of the UK or EEA, the European Commission approved controller to controller standard contractual clauses 2004/915/EC (as amended, replaced or superseded from time to time) ("**SCCs**") shall apply to the personal data you receive from us unless the transfer is made under a European Commission adequacy decision (including any applicable Privacy Shield certification). For the purposes of the SCCs we are the "data exporter" and you are the "data importer", you will process the personal data in accordance with the data processing principles set forth in Annex A of the SCCs, the data subjects are users of the online services and/or Assets, the purposes of the transfers are to grow robotic process automation and digital workforce adoption and/or as otherwise agreed in writing. Where the SCCs apply, by accepting these terms, you are entering into and are deemed to be signing the SCCs and its applicable appendices.

11. **Transfer of rights**

11.1 We may transfer our rights under this Agreement to any entity which directly or indirectly controls, is controlled by, or is under common control with us ("**Affiliate**"). We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement. You may only transfer your rights under this Agreement to another person or entity if we agree to this in writing in our sole discretion.

12. **Export compliance**

13. Any Blue Prism Software licensed to you under the EULA, or services relating to the Platform made available to you or performed for you, may be subject to USA, EU and other applicable export laws and regulations and each of us agrees to comply with the same. We are each solely responsible for complying with applicable local laws that may affect our respective rights to import, export, make available or use any Blue Prism Software. Each of us will not engage in activities that may cause the other party (or in the case of us, any of our Affiliates) to be in violation of any applicable export laws and regulations.

14. **Third parties**

14.1 This Agreement applies between (i) us and (ii) you. No other person has any rights under them.

15. Severance

15.1 Each of the provisions of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16. No waiver

16.1 Even if we delay in enforcing our rights, we can still enforce them later. If we do not insist immediately that you do something you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking them, that will not mean that you do not have to do those things; it will not prevent us taking steps against you later.

17. Governing law and jurisdiction

17.1 This Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law, and both we and you accept the exclusive jurisdiction of the English courts.

18. Miscellaneous

18.1 All references to “including” shall mean “including, but not limited to”.

18.2 All references to the singular shall include the plural, and vice versa.

18.3 Some URLs referenced in this Agreement may require you to login with your credentials for the "**Blue Prism Portal**" at <https://portal.blueprism.com> and as such registration is a prerequisite for access. Such URLs are only provided as guidelines for your navigation and may be changed from time to time at our sole discretion without affecting interpretation of this Agreement. Any replacement or updated URLs should be accessible via prominent links from the Blue Prism Portal and/or Program Website.