

BLUE PRISM USER RESEARCH PROGRAM TERMS

1. What these Terms cover

- 1.1 Welcome to the Blue Prism User Research Program (the “**Program**”), which has been established to help us shape the future of intelligent automation. The Program will enable eligible participants to take part in user research activities and these Terms apply if you participate in the Program. Please read them carefully before doing so.
- 1.2 These Terms supplement and do not change or override the terms of any licenses or other agreements between you or any entity you represent and us, including but not limited to the general terms and conditions for using the Blue Prism website, which can be found at <http://www.blueprism.com/terms>, and the terms and conditions applicable to the use of Blue Prism online services, which can be found at [https://portal.blueprism.com/sites/default/files/Blue Prism-Online Service Terms.pdf](https://portal.blueprism.com/sites/default/files/Blue%20Prism-Online%20Service%20Terms.pdf).
- 1.3 You acknowledge that in the event that you gain access to any confidential information as a result of participating in the Program or as part of any related communications with us (“**Communications**”), such information is confidential to us and you agree that you will keep it confidential and refrain from misusing or divulging it to any third party. You may also be asked to enter into a non-disclosure agreement in connection with specific activities.
- 1.4 We will process personal data in accordance with our privacy policy, which can be found at <https://www.blueprism.com/privacy-policy>.

2. About us

We are Blue Prism Limited, our address is 2 Cinnamon Park, Crab Lane, Warrington, WA2 0XP in the United Kingdom and our company registration number is 4260035. You can contact us by telephoning our customer service team at +44 (0) 330 321 0055 or by writing to us at userresearch@blueprism.com or the postal address above. You must send legal notices to legal.notices@blueprism.com. We will send legal notices to the email address you provide to us. If we have to contact you, we will use any contact details you have provided to us. Our use of the words “writing” or “written” in these Terms includes communication by email.

3. We give you permission to participate in the Program under certain conditions

- 3.1 You must be over 18 years of age to participate in the Program. You must also comply with all laws and regulations that apply to you (and any entity you represent, if applicable) when participating in the Program and you will be responsible for your activities when doing so.
- 3.2 You promise that, for as long as you participate in the Program:
- 3.2.1 you, and any entity you represent, if applicable, are not engaged in: (a) activities prohibited by export control regulation (including but not limited to the U.S. International Traffic in Arms Regulations); (b) the development of nuclear facilities; (c) conventional, chemical, biological, or nuclear weapons; (d) rocket, missile or unmanned aircraft systems; (e) terrorist activities; or (f) the provision of safety critical systems (“**Prohibited Activities**”);
- 3.2.2 you, and any entity you represent, if applicable, will not use, transfer, or permit the transfer of, any information obtained via the Program or Communications for or to any person or entity engaged in Prohibited Activities, including the design or development of defense articles or the provision of defense services;
- 3.2.3 neither you, nor any entity you represent, if applicable, are a resident of or organized under the laws of Cuba, Crimea, Iran, North Korea, Syria, or Sudan (the “**Embargoed Territories**”). Neither you, nor the entity you represent, if applicable, will transfer or permit the transfer of any information obtained via the Program or Communications to any of the Embargoed Territories or to any location prohibited by U.S., English, or other applicable law;
- 3.2.4 neither you, nor any entity you represent, if applicable, are, or are owned or controlled by, a person that is the subject of any sanctions administered or enforced by any relevant sanctions

authority including, but not limited to, the Office of Foreign Asset Control of the U.S. Department of Treasury; and

3.2.5 neither you, nor any entity you represent, if applicable, will transfer or permit the transfer of any information obtained via the Program or Communications, to any person who is, or who is owned or controlled by, a person that is the subject of any sanctions administered or enforced by any relevant sanctions authority including, but not limited to, the Office of Foreign Asset Control of the U.S. Department of Treasury.

3.3 If you break any of your promises in this section 3, you will protect us from the consequences. That means you will defend us against a claim that someone else may bring against us and reimburse us for any costs or damages that we incur.

4. Participation in the Program and decisions

4.1 To administer the Program and to enable us to communicate with you, we will collect basic personal information, including your name, email address, job title and company and industry information. We may also collect information on how you interact with Blue Prism and use our products. You must not provide any other personal data to us. This personal information will be used to administer the Program, to communicate with you as required, and to facilitate our consideration and potential implementation of any Content (as defined below) provided. Please see our [Privacy Policy](#) for information on our privacy practices and your rights.

4.2 All decisions regarding the Program, including who is selected to participate, what activities are conducted and how, what feedback will be actioned and which ideas will be pursued, and if, how and when Blue Prism products or services may be developed, shall be made at Blue Prism's sole discretion and we will have no obligation to engage in discussions or correspondence regarding the reasons for, or merits of, any such decision. You acknowledge that you may or may not be selected to participate in any given activity and that, if you do, any information you provide may or may not be used by Blue Prism, at our discretion, and we have no obligation to use it. We do not make any warranties or guarantees regarding whether or not you will be selected to participate in any activity nor whether we will take any action on any information provided. We take no responsibility for any decisions you may take in connection with your participation in the Program.

5. Rewards

We may, at our discretion, offer rewards to those participating in the Program. Rewards are subject to availability and we reserve the right to substitute any reward with something of an equivalent value at any time. Rewards cannot be transferred and have no cash value or cash alternative. Any taxes, costs, liabilities or expenses associated with rewards are your responsibility. You shall not be entitled to a reward where provision or receipt is prohibited. It is also your responsibility to check with your employer, where applicable, whether you are permitted to receive such reward and to inform us if you are not. Further details of any applicable rewards may be communicated separately.

6. Content and conduct

6.1 We do not want to receive confidential information from you via or in connection with the Program. Anything that you provide to us shall not be considered confidential information and shall be treated by us on a non-confidential and unrestricted basis.

6.2 As part of the Program, you may have the opportunity to share information with us (including but not limited to ideas, suggestions, opportunities and feedback) which may help us in improving or developing our products and/or services ("**Content**"). We may use Content you provide to (a) improve the accuracy, quality and/or advance the features of products and services we offer; (b) inform product development; and (c) otherwise improve or supplement the products and services we offer. By providing any information to us, you agree to our use of such information as described in these Terms and you irrevocably waive any intellectual property rights in relation to any product development that we may undertake based on Content or your participation in the Program. You grant us a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sub-licensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute that Content for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement that Content into any of our products or services, and to display, market, sublicense and distribute that Content as incorporated or embedded in any product or service we distribute or offer without compensation to you.

- 6.3 You agree that you will only share Content with us that you have the right to share and to grant to us all of the rights set out at paragraph 6.2. You confirm that our exercise of the rights granted pursuant to paragraph 6.2 will not infringe or otherwise breach any third party rights; and that all moral rights in that Content have been waived to the fullest extent allowed by law.
- 6.4 You are responsible for your conduct when participating in the Program, and agree not to act in a manner that: (i) is false or misleading; (ii) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (iii) invades another's privacy or includes another's confidential, sensitive or personal information; (iv) promotes bigotry, racism, hatred or harm against any group or individual; (v) is offensive, obscene or not in good taste; (vi) breaches or infringes or promotes the breach or infringement of another's rights, including intellectual property rights; (vii) breaches or promotes the breach of any applicable laws or regulations (including export controls).
- 6.5 You shall defend us upon request, and indemnify us, against any loss, damage, or expense that we (or our affiliates) suffer or incur arising out of any claim, investigation, or proceeding brought by a third party in connection with your breach of paragraphs 6.3 or 6.4 above. This includes (without limitation) those brought by government agencies, law enforcement, and regulators. You shall provide all co-operation we may request in relation to responding to any such claim, investigation, or proceeding.
- 6.6 You must not use any of our trade marks or branding without our express written permission. Any use you do make of our trade marks or branding must comply with our branding guidelines. You must not reuse any trade marks or branding that are owned by other members of the Community without obtaining express permission from the relevant owners.

7. Miscellaneous

- 7.1 We may end access to the Program at any time without notice.
- 7.2 We may change these Terms from time to time. Any changes will take effect 30 days after they are posted, and will apply to the Program from then on but will not have retrospective effect. You should check regularly for changes to these terms.
- 7.3 The Program is provided free of charge. We do not limit our liability where the law prevents us from doing so (for example, if we act fraudulently). Subject to the preceding sentence, our liability in relation to your participation in the Program will not exceed £50. We will not be responsible for any harm to you or any entity you represent in relation to any loss of profits, data or goodwill or if you waste resources in connection with your use of the Program.
- 7.4 We may transfer our rights under these Terms to another organization. We will always tell you in writing if this happens. You may only transfer your rights under these Terms to another person if we agree to this in writing.
- 7.5 These Terms apply between you and us. No other person has any rights under them.
- 7.6 Each of the provisions of these Terms 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.
- 7.7 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 these Terms, or if we delay in taking steps 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 at a later date.
- 7.8 English law governs these Terms and any legal proceedings must be brought in the English courts.