

BLUE PRISM LIMITED

MAINTENANCE AND SUPPORT TERMS

Blue Prism Maintenance and Support Terms

Service Description & Terminology Definition

The Customer shall provide First Line Support and Second Line Support as defined below. Blue Prism shall provide Third Line Support as defined below.

Business Day	09:00 and 17:00 Monday to Friday excluding public holidays in the Time Zone	
End of Life Procedure	the procedure for sunsetting versions of the Blue Prism published by Blue Prism from time to time.	
Fault	a failure of the Blue Prism Software, due to errors in the code, to perform in accordance with the description in the specification or, if none, with the Manuals.	
First Line Support	the services provided by or on behalf of the Customer in response to an initial notification of a suspected Fault. These services include, but may not be limited to, call-logging and validation, determination of whether a solution is contained in product information.	
Second Line Support	the services provided by or on behalf of the Customer to attempt to reproduce and correct the suspected Fault and/or determine the hardware or software application causing the Fault. Any member of the Second Line Support Helpdesk can log a suspected Fault, but the Customer shall ensure that the Customer personnel who are dealing with diagnosis and resolution of the suspected Fault ("Customer Personnel") have sufficient skills and competency reasonably expected of personnel working in a support environment and are accredited by Blue Prism in the use and operation of the Blue Prism Software.	
Third Line Support	services provided by Blue Prism to resolve Faults where such Faults cannot be resolved by the Customer. All references to errors in the Agreement or in this Schedule in respect of the Blue Prism Software shall, where applicable, be references to Faults as defined herein. Third Line Support is also known as Mainstream Support.	
Initial Response	consists of an acknowledgment by Blue Prism of the initial notification of the incident, communication of an incident reference number, and the allocation of a Priority level.	
Service Hours	the hours chosen by the Customer in a license or other applicable agreement accordance with the following table:	
	Standard Support	Business Day
	Extended Support	07:00 to 09:00 and 17:00 to 19:00 Monday to Friday in the Time Zone
	Complete Support	any time outside Standard Support and (if chosen by the Customer) Extended Support
	in each case excluding local public holidays.	
Time Zone	the time zone agreed in the applicable agreement	
Work Around	a method, action or procedure recommended by Blue Prism which in Blue Prism's reasonable judgment avoids the effects of a Fault on a temporary basis.	

All references to Support Services in this Schedule shall be references to Third Line Support.

Call Escalation to Third Line Support

If Second Line Support cannot resolve the Customer support request, the Customer can escalate the Fault to Third Line Support at Blue Prism within the Support Hours set forth under Service Levels below.

The Customer Second Line Support Desk shall contact Third Line Support using the following contact details:

Email: support@blueprism.com

and/or such other contact details as Blue Prism may notify to the Customer from time to time. The Customer

should contact Blue Prism by email except in the case of an emergency.

Blue Prism is not required to provide the Support Services directly to the Customer authorised users of the Blue Prism Software unless required as set out in this Schedule or otherwise agreed in writing by Blue Prism.

Support Services

1. Included Support

Third Line Support comprising support and maintenance of the Blue Prism Software including the supply of bug fixes in accordance with the Service Levels below, and the right to receive periodic upgrades by way of major or minor releases. Each release shall be accompanied by a release notice detailing any issues resolved. Third Line Support is provided for any version of the Blue Prism Software until at least 6 months' notice of withdrawal of a version is issued by Blue Prism, in accordance with the End of Life Procedure, and Blue Prism undertakes that each version will be supported for a minimum of 3 years from its official release date, as specified in its release note provided however that support for any version which is not current will be limited to Priority 1 Faults only.

Service Levels

Support Hours: Blue Prism shall provide support during Service Hours. Any assistance required outside of Service Hours shall be provided pursuant to a SOW or as otherwise agreed in writing (which shall include email).

The Support Services during Complete Support, if chosen by the Customer, will be provided for Priority 1 Faults only, and will consist of a consultant with a mobile telephone and a laptop computer with access to the Blue Prism technology infrastructure (if required).

The Customer shall raise all issues via the Blue Prism Help Desk set forth under Call Escalation above and shall confirm the issue and provide any additional information by an email to the email address set forth above. Such information shall include detailed steps to describe and replicate the issue, details of investigations carried out, and system event logs and process logs, in line with Blue Prism's issue logging procedure which is provided via the Blue Prism Customer portal. All support requests are to be in English and support shall be provided in English. Blue Prism shall assign an appropriate Priority Level to the issue. The Customer can request a change to such assignment and, if Blue Prism does not agree to such change, the Customer can escalate the issue in accordance with the process set forth in Clause 3.2 below. However, Blue Prism's decision will be final.

The Customer shall:

- permit Blue Prism at all reasonable times to access and use free of charge such of the Customer's personnel, premises, facilities and assistance as Blue Prism may reasonably require for the provision of the Support Services; and
- provide Blue Prism with such information as Blue Prism may reasonably require for the provision of the Support Services (including without limitation any information regarding security, health and safety and hazardous or dangerous substances, materials and equipment). All such information shall be provided in a timely manner and shall be complete and accurate.

The Support Services provide for remote support and Blue Prism shall provide assistance via telephone/email. If on-site support is required to resolve a Fault or otherwise to resolve problems such support shall be supplied via a SOW and time and expenses shall be chargeable at Blue Prism's then current rates.

Issues shall be addressed according to Priority.

Definition of Issue Priority:

Type of Fault	
Priority 1	The entire Blue Prism Software is not working on the Customer's production system due to a critical issue.
Priority 2	A substantial part of the Blue Prism Software is not working, or the entire Blue Prism Software is not working on the Customer's test or development system.
Priority 3	There are one or more issues that are causing inconvenience but the Blue Prism Software is substantially working.
Priority 4	There is a minor issue or a suggestion for a change in functionality or appearance of the Blue Prism Software.

The target response times associated with each issue Priority are, from the time of notification of the issue, set out in column 2 below, and the target resolution times associated with an issue that is determined to be a Fault are, from the time of determination of the cause of the Fault, set out in column 3 below:

Class	Target Initial Response	Target Resolution Time
Priority 1	Response within one hour.	Fault resolved within 12 Service Hours.
Priority 2	Response within three hours.	Fault resolved by the end of the following three Business Days.
Priority 3	Response within one Business Day.	Bug fix scheduled for the next available release.
Priority 4	Blue Prism shall consider such issues or requests in the light of other Customer requirements and will advise what action will be taken to address the issue.	
Blue Prism can provide a Work Around pending full correction of the Fault.		
Time for the provision of the Support Services by Blue Prism shall not be of the essence. Blue Prism shall not be liable for any failure or delay in providing the Support Services resulting from any failure or delay by the Customer to perform its obligations under this Agreement with due skill, care and diligence.		
Blue Prism shall respond to issues raised in one of three ways:		
1. acknowledgment of the Fault and confirmation of expected resolution timescale;		
2. an immediate Workaround is provided and the Fault is re-graded and Blue Prism confirmation of expected resolution timescale;		
3. an explanation why the reported issue is a misinterpretation of the Blue Prism Software functionality and not a Fault and details of any other options for resolving the issue.		

2. Excluded Items

The Support Services shall not include any service in respect of the following. This section is not intended to exclude the Customer from maintenance, but is intended to allow Blue Prism at its discretion to make an additional charge on a time and materials basis plus reasonable expenses at Blue Prism's then current published rates if it is found that the work done by Blue Prism during the Support Services does not relate to a Fault. The following are examples of chargeable items:

- use of the Blue Prism Software otherwise than as permitted or contemplated by this Agreement;
- any modification of the Blue Prism Software made by any person other than Blue Prism unless otherwise agreed in writing by Blue Prism and, if required, verified by Blue Prism;
- the installation and/or implementation of any release other than a patch release;
- all work undertaken outside Service Hours (if so requested by the Customer);
- where the Customer requests a person from Blue Prism to attend at the relevant site or where a site visit is reasonably required because adequate dial-in access is not provided by the Customer.
- all work undertaken on any Customer Fault and for any work undertaken by Blue Prism to evaluate any proposed changes to the platform or the use of any other software or hardware on the platform or with the Blue Prism Software pursuant to a Change Request. For the purposes of this clause Customer Fault shall include, but shall not be limited to:-
 - defects or errors resulting from incorrect implementation or configuration of the Blue Prism Software if carried out by the Customer;
 - incorrect use of the Blue Prism Software or operator error;
 - any fault in the platform and/or in the environment;
 - any changes to the operating environment such as, but not limited to, changes to the database configuration;
 - failure properly to maintain and administer the platform and/or the environment;

- where the data structure has changed;
- failure to implement any release supplied by Blue Prism to correct the Fault;
- use of the Blue Prism Software on other than the platform unless such use has been approved in writing in advance by Blue Prism;
- use of the Blue Prism Software with any software or hardware which could, in the reasonable opinion of Blue Prism, adversely affect the operation of the Blue Prism Software unless such use has been approved in writing in advance by Blue Prism;
- persistent failure to read the Manuals correctly;
- persistent failure to use reasonably skilled and trained operators, administrators and maintenance personnel;
- where the request for support is a request for services outside the scope of this Agreement such as, but not limited to, where the request would:
 - persistently result in additional training of the Customer personnel other than through agreed training courses;
 - result in a change in functionality of the Blue Prism Software;
 - result in a Customer specific modification of the Blue Prism Software otherwise than for the purposes of the Support Services; or
- where the Customer delays or defaults in any of its obligations under this Agreement.

3. Relationship

3.1 A regular relationship review shall be held to agree priorities, monitor SLA performance and to escalate any non-performance issues.

3.2 Escalation Process

- If the Customer is dissatisfied with the service received through normal helpdesk channels, the first point of escalation shall be with Blue Prism's Customer Service Manager;
- The second point of escalation shall be with the Relationship Manager nominated from time to time by Blue Prism;
- The third point of escalation shall be to Blue Prism's Technical Director;
- The fourth point of escalation shall be Blue Prism's CEO.