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| **ORDER FORM –BURST REQUESTS** | | | | | | | | | | | |
| *If you are a Customer, this Order Form and the use of the Subscription Services is subject to the Blue Prism Cloud Services Terms of Use available at http://portal.blueprism.com/agreements on the Start Date (“Terms of Use”), or the negotiated agreement between Blue Prism and Customer governing Customer’s use and access to the Blue Prism Cloud Services (the “Customer Agreement”).*  *If you are an authorized resale partner (“Partner”), this Order Form incorporates by reference the terms and conditions of your partner designation agreement (the “Partner Agreement”).*  *This Order Form is also subject to a previously or simultaneously executed Order Form for Consumption Pricing between Blue Prism and Customer or Partner, as the case may be.*  *Terms used but not defined in this Order Form have the meanings ascribed in your Terms of Use/Customer Agreement and/or your Partner Agreement, as applicable. In the event of any conflict between the terms of this Order Form and the Terms of Use/Customer Agreement or the Partner Agreement, as applicable, the terms of this Order Form shall take precedence to the extent of such conflict.* | | | | | | | | | | | |
| **CUSTOMER** | Name: | [ ] | | | | | | | | | |
| Contact: | Name: | | [ ] | | | **Email:** | | | [ ] | |
| Address: | [ ] | | | | | | | | | |
| **ORDER** | **Burst Capacity Request:** | **Burst Activation Request**  **Start Date and Time:** | | | **[ ]** (include time zone) | | **Burst Activation Request End Date and Time:** | | | | [ ] (include time zone)  ***NOTE****: 24 hour period minimum* |
| **Partner or Customer Invoicing Details: (if different to above)** | | | PO / Reference: | [ ] | | | | | |
| Contact Name and Company Name: | [ ] | | | | | |
| Address: | [ ] | | | | | |
| Email: | [ ] | | | | | |
| **Fees:** | | | * + - 1. **REQUEST ONE** | | | | | | |
| Blue Prism Cloud Services  Production Digital Workers (from Consumption Pricing Order Form) | | | | [Quantity] | | |
| Maximum Burst Capacity (from Consumption Pricing Order Form) | | | | [Quantity] hours for Year One | | |
| Committed Utilization Rate (from Consumption Pricing Order Form) | | | | [5% or 10%] | | |
| Committed Burst Utilization balance (calculated from Consumption Order Form and any previous Burst Requests) | | | | [Quantity] hours for Year One | | |
| Burst Capacity requested in this Order Form (minimum 24 hours) | | | | [Quantity] hours over [quantity] Burst Digital Worker(s) | | |
| Agreed Burst Capacity Rate per Hour (from Consumption Pricing Order Form) | | | | [Quantity] per Burst Digital Worker | | |
| ***REQUEST ONE BURST FEES***  ***If Burst Capacity requested > Committed Burst Utilization balance, then fees apply. Take difference and multiply by Agreed Burst Capacity Rate per Hour for each digital worker.***  ***If Burst Capacity requested <Committed Burst Utilization balance, then no fees apply.*** | | | |  | | |
| **REQUEST TWO** | | | | | | |
| Blue Prism Cloud Services  Production Digital Workers (from Consumption Pricing Order Form) | | | | [Quantity] | | |
| Maximum Burst Capacity (from Consumption Pricing Order Form) | | | | [Quantity] hours for Year Two | | |
| Committed Utilization Rate (from Consumption Pricing Order Form) | | | | [5% or 10%] | | |
| Committed Burst Utilization balance (calculated from Consumption Order Form and any previous Burst Requests) | | | | [Quantity] hours for Year Two | | |
| Burst Capacity requested in this Order Form (minimum 24 hours) | | | | [Quantity] hours over [quantity] Burst Digital Worker(s) | | |
| Agreed Burst Capacity Rate per Hour (from Consumption Pricing Order Form) | | | | [Quantity] per Burst Digital Worker | | |
| ***REQUEST TWO BURST FEES***  ***If Burst Capacity requested > Committed Burst Utilization balance, then fees apply. Take difference and multiply by Agreed Burst Capacity Rate per Hour for each digital worker.***  ***If Burst Capacity requested <Committed Burst Utilization balance, then no fees apply.*** | | | |  | | |
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| **Blue Prism invoicing entity:** | | | If necessary, to comply with transfer pricing policies or other applicable laws or regulations, we may require one of our group affiliates to invoice you for the fees. We will notify you of the relevant affiliate in such event. You agree to pay fees to the affiliate issuing the invoice. | | | | | | |
| * *Base Subscription fees, Support Fees, Committed Utilization Fees and Knowledge Support (if selected) are invoiced annually in advance. Burst Fees are invoiced monthly in arrears.* * *Professional Services are invoiced in advance, in full. Reasonable Professional Services expenses if required are charged as incurred.* * *Payment is due 30 days from the invoice date.* | | | | | | | | | |
| **PRIVACY** | [ ] | | Use of Blue Prism Cloud Services to process personal data subject to UK or EEA data protection laws. | | | | | | | | |
| [ ] | | Use of Blue Prism Cloud Services to process personal information subject to the CCPA. | | | | | | | | |
| **SPECIAL CONDITIONS** | For purposes of this Order Form, where Partner is ordering for its own internal use, Partner will be considered “Customer”. Where Partner is ordering for resale to a Customer, then Partner acknowledges and agrees that it must confirm its Customer’s qualification (as described below) and that it must flow the following terms down to Customer.   * **Burst Activation Requirements.** * Customer may activate use of Burst Digital Workers by submitting a completed Burst Request Order Form **at least two business days in advance** of Customer’s proposed Burst Digital Worker activation date. * During any Burst Digital Worker activation period, Customer may adjust the quantity of Burst Digital Workers (whether up or down) only on **at least two business days’ notice** by submitting an amended Burst Request Order Form. * Burst Digital Workers are activated for a **minimum of 24 hours** but Customer may increase in hourly increments above that minimum by submitting a Burst Request Order Form. * Customer is responsible for paying for the entire period Customer requests on a submitted Burst Request Order Form, whether Customer uses the entire requested period requested or not. | | | | | | | | | | |
| **SIGNATURES** | | **Accepted and agreed:** | | | | | | | | | |
| **Signed for and on behalf of [Blue Prism Software, Inc./Blue Prism Limited]**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (type or print please)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Effective Date | | | | | | **Signed for and on behalf of Customer or Partner, as applicable**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (type or print please)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | | | |