BY INSTALLING, ACCESSING OR OTHERWISE USING SS&C|BLUE PRISM APPLICATION MODELLER (BETA), YOU ACKNOWLEDGE AND ACCEPT THAT, NOTWITHSTANDING ANY OTHER AGREEMENT BETWEEN YOU AND BLUE PRISM (DEFINED BELOW) FOR OTHER SOFTWARE OR SERVICES PRODUCTS, THE FOLLOWING TERMS GOVERN THE USE BY YOU AND BY YOUR EMPLOYER OF THE PROTOTYPE (DEFINED BELOW) AND THAT YOU ARE AUTHORIZED TO AGREE THESE TERMS ON BEHALF OF YOUR EMPLOYER.

APPLICATION MODELLER (BETA) TERMS AND CONDITIONS

These terms and conditions (the "Terms") apply to any access or use by you or your organization ("you", "your") of Application Modeller (BETA) (the "Prototype"). "Blue Prism", "us", "we" and "our" refer to SS&C Technologies, Inc. (if you are in the Americas) or to Blue Prism Limited (if you are elsewhere).

- 1. <u>Use and Support</u>. You agree to use the Prototype as set forth in these Terms only. You agree to start use of the Prototype promptly and to install any updates thereto. You may access support by opening a ticket with Blue Prism's Global Support Services. You acknowledge, however, that support for the Prototype is limited, and that no service level agreements, response or resolution targets, or service credits apply to your use of the Prototype.
- Prototype License. We grant you a revocable, limited, non-exclusive, non-transferable, personal license to install and use the Prototype in object code only and at the original delivery location. Third party components made available to you and listed in the documentation for the Prototype You agree that you shall not: (a) reproduce, modify, translate or create any derivative work of, or sell, sublicense, rent, lease, distribute or otherwise transfer all or any portion of the Prototype, (b) reverse engineer, decompile, use for competitive analysis, reverse assemble or otherwise attempt to gain access to the source code of all or any portion of the Prototype, (c) display or disclose the Prototype to any person other than your employees or contractors who you have authorized to access the Prototype in accordance with these Terms; (d) use the Prototype for third-party training, time-sharing or service bureau use, or use any part of the Prototype, including third party software, independently from the Prototype as a whole; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Prototype; or (f) otherwise use the Prototype except as expressly allowed under these Terms. Except for the foregoing license grant, we and our licensors retain all right, title and interest in and to the Prototype and any additions or modifications thereto.
- 3. <u>Data & Feedback.</u> You agree to provide data and feedback to us for and about the Prototype, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs. We may use the data and feedback you provide (a) to improve accuracy, quality and/or to advance features; and/or (b) for research and development, including to improve the products and services we offer and to develop new products and services. No data that identifies you or individuals will be made available publicly by us and any use of personal data remains subject to our Privacy Policy (http://www.blueprism.com/privacy-policy/). You irrevocably waive any intellectual property rights in any improvements or developments that we may make based on your feedback, use of the Prototype and/or data and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same. You accept full responsibility for any data or materials which you use with the Prototype and you must ensure that your use will not infringe any third party intellectual property rights or other rights. If you are: (i) located in the UK or the European Economic Area (EEA); (ii) entering into this agreement with a Blue Prism entity in the UK or EEA; and/or (iii) using the Prototype to process personal data that is subject to UK or EEA data protection laws, as indicated by you in writing to privacy@blueprism.com, then the Special Data Processor Terms available at (http://portal.blueprism.com/agreements) are deemed incorporated into this Agreement and shall apply to the extent we process such personal data as a processor in connection with your use of the Prototype. For purposes of Section 3(iii), it is your responsibility to indicate that you are using the Prototype to process personal data subject to UK or EEA data protection laws by writin
- 4. <u>Confidentiality</u>. Each party may use the other party's Confidential Information solely for the purposes of the activities contemplated in the se Terms. The receiving party shall use all commercially reasonable measures to prevent the unauthorized disclosure of Confidential Information and shall assist the disclosing party in remedying any such disclosure. "Confidential Information" means any non-public information that the disclosing party identifies in writing prior to disclosure as confidential or that a reasonable person should recognize to be confidential. The Prototype, feature descriptions and other documents we provide under these Terms are our Confidential Information. Confidential Information does not include information that: (i) the receiving party can prove it already knows at the time of disclosure; (ii) becomes publicly known through no fault of the receiving party; (iii) the receiving party receives from a third party without restriction on disclosure; (iv) the disclosing party approves for release by written consent; or (v) is required to be disclosed by law. Neither party will disclose the terms or existence of these Terms or our Prototype program unless otherwise agreed in writing.
- 5. <u>Term and Termination</u>. The license granted herein will run concurrently with your license for Blue Prism Enterprise, unless these Terms are terminated sooner as described below. We may terminate these Terms upon written notice if a new version is made generally available on commercial terms. When the license or these Terms terminate, you will: (a) cease use of the Prototype and Confidential Information; (b) return or destroy, at our option, each physical component of the Prototype and Confidential Information and all copies thereof to us; and (c) certify such return or destruction in writing to us upon request. Terms herein that by their nature are intended to survive termination shall continue after termination.
- 6. No Warranty. WE PROVIDE THE PROTOTYPE "AS IS" AND "AS AVAILABLE," AND WE DISCLAIM, FOR US AND ON BEHALF OF OUR LICENSORS, ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT THE PROTOTYPE IS EXPERIMENTAL AND AGREE THAT THIS DISCLAIMER IS AN ESSENTIAL ELEMENT OF THESE TERMS. You agree that the Prototype may have defects or deficiencies that we cannot or will not correct, and that we are under no obligation to release the Prototype for general commercial availability. The Prototype may change in subsequent versions. You assume the entire risk as to the quality and performance of the Prototype and have the sole responsibility for the adequate protection and backup of your data and/or equipment used with the Prototype.
- 7. <u>Limit of Liability.</u> YOU AGREE THAT IN NO EVENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, SHALL WE OR OUR LICENSORS HAVE MORE THAN ONE THOUSAND DOLLARS (\$1000) LIABILITY WITH RESPECT TO THIS AGREEMENT OR THE PROTOTYPE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.
- 8. <u>Consequential Damages.</u> NEITHER YOU NOR WE SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND RELATING TO THESE TERMS OR THE PROTOTYPE, INCLUDING BUT NOT LIMITED TO LOST DATA, PROPERTY DAMAGE OR INABILITY TO USE THE PROTOTYPE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- General. You will not use the Prototype, or any information derived from it, to develop, or aid any third party to develop, competing technology to the Prototype. You and we are independent contractors. You shall not assign or transfer these terms or any part hereof without our prior written consent, and any attempt to do so shall be void. For the purposes of the activities contemplated in these Terms, we may use personnel, resources and service providers in various countries. All notices hereunder shall be in writing and shall be deemed delivered upon demonstrated delivery to the applicable address you and we agree to provide to each other prior to commencement of your use of the Prototype. These Terms shall be governed by the laws of the State of New York, U.S.A. without regard to its conflict of laws principles, and the parties hereby submit to the jurisdiction of state and federal courts therein (if you are in the Americas) or by the laws of England and Wales, and the parties hereby sub mit to the jurisdiction of the courts of therein (if you are elsewhere). You shall adhere to all applicable export laws and regulations including the U.S. Export Administration Laws and Regulation regarding the export or re-export of any technical data or products received from us. In the event of any threatened or actual breach of any provision of these Terms, either party may be entitled to an injunction or other equitable remedies, in addition to remedies available at law. These Terms (including any documents specifically incorporated herein by reference) constitute the entire agreement between the parties with respect to the subject matter hereof, and these Terms supersede any prior or collateral agreements. These Terms may not be amended, and no waiver shall be effective, except by a writing signed by both parties. If a court or similar authority determines any provision of these Terms to be unenforceable or invalid, such determination shall not affect the remaining provisions or these Terms as a whole.