



HOSTED EARLY ACCESS TERMS OF USE

These Hosted Early Access Terms of Use and the terms in the attached Data Sheet (together, the “**Early Access Terms**”) govern your access to and use of the on-line hosted service or the browser-based user interface offered by us or by our affiliates identified in the attached Data Sheet (the “**Hosted Service**”).

Prior to your use of the Hosted Service, you are required to indicate your acceptance of these Early Access Terms. By accessing or using the Hosted Service in any way, you acknowledge that you have read, and that you now understand and agree with, the terms and conditions of these Early Access Terms. If you will use the Hosted Service on behalf of an organization, you agree to these Early Access Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “**User**”, “**you**” and “**your**” will refer to that organization. “**Blue Prism**”, “**us**”, “**we**” or “**our**” refers to the relevant Blue Prism entity outlined in Section 6 below.

1. **Term.**

Your use of the Hosted Service commences on the date we authorize you to access the Hosted Service under these Early Access Terms and is valid for a period of thirty (30) days, unless (a) we agree to extend it in the Data Sheet or in writing, or (b) it is valid for a shorter period because these Terms are terminated sooner as described below (the “**Term**”).

2. **Access and Use of the Hosted Service.**

2.1 You agree to use and test the Hosted Service as set forth in these Early Access Terms and our Acceptable Use Policy (if any) only. You agree to start testing the Hosted Service promptly after we make it available to you and to install any updates thereto. If you and we have agreed to perform specific testing activities in addition to those in these Early Access Terms, such activities will be set out below or in writing between you and us.

2.2 You agree to provide feedback to us with respect to the Hosted Service as indicated by the Data Sheet. We will be free to use any such feedback without restriction, and you hereby grant us a non-terminable, worldwide, royalty-free license to use the same for any purpose without restriction. We may collect telemetry data or otherwise use the data you provide (a) to improve accuracy, quality and/or advance features; (b) for research and development; and/or (c) to improve the services we offer and/or develop new 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 (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 Hosted Service and/or data and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same.

2.3 You may permit your employees, consultants, agents, and contractors to access and use the Hosted Service in accordance with these Early Access Terms (“**Authorized Users**”), provided you are responsible for: (i) specifying the level of access to the Hosted Service for each Authorized User, (ii) ensuring all Authorized Users use the Hosted Service only in support of your testing, (iii) any unauthorized use of the Hosted Service or any breach of these Early Access Terms by an Authorized User, including any misuse of authentication credentials associated with your access and use of the Hosted Service (“**Credentials**”). You are responsible for maintaining the confidentiality of Credentials, including those used by any Authorized Users. You will promptly notify us of any confirmed or suspected misuse of the

Hosted Service or Credentials, or of any security incident related to the Hosted Services.

2.4 You are solely responsible for the content of all data you process using the Hosted Service (“**User Data**”). You accept full responsibility for any User Data which you transmit or provide to us or store on the Hosted Service. When you use the Hosted Service, you must ensure that your use will not infringe any third party intellectual property rights or other rights (for example, copyrights, trademarks, patents, trade secrets, or confidentiality); this includes without limitation ensuring that you have the right to use any materials that you submit for use by the Hosted Service. We do not and will not assume any obligations with respect to User Data or your use of the Hosted Service. We recommend you use data that is anonymized, pseudonymized, or “dummy data”, where it is not feasible for us to reasonably re-identify any individuals from such data. If User Data contains personal data, you shall comply with necessary transparency and lawfulness requirements under applicable data privacy laws to enable lawful transfer of personal data to us. 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](#) 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 in writing to privacy@blueprism.com.

2.5 We do not provide support services in connection with your use of the Hosted Service under these Early Access Terms.

3. **Confidentiality.**

3.1 During the Term, both you and we agree to safeguard Confidential Information received from the other and provide the same degree of care as exercised with your or our (as applicable) own similar proprietary information. You and we each shall disclose the other's Confidential Information only within your or our, respectively, own organization or to affiliates as reasonably necessary solely for the purposes of the activities contemplated in these Early Access Terms. You shall not disclose the terms or existence of these Early Access Terms or our Hosted Service program to a third party unless otherwise agreed in writing by us. You will not use the Hosted Service, or any information derived from it, to develop, or aid any third party to develop, competing technology to the Hosted Service.

3.2 “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 Hosted Service, feature descriptions and other documents we provide under these Early Access Terms are our Confidential Information. The foregoing obligations shall not apply to any Confidential Information which is: (1) in your or our possession prior to receipt from the other; (2) received by you or us from a third party without binder of secrecy; or (3) part of the public domain through no breach of these Early Access Terms by the other.

3.3 You will not use the Hosted Service, or any information derived from it, to develop, or aid any third party to develop, competing technology to the Hosted Service.

4. Termination

Either you or we may terminate these Early Access Terms during the Term immediately upon written notice to the other. At the conclusion of the Term or immediately upon termination of these Early Access Terms in accordance with this Section 5, all access to the Hosted Service will automatically cease. Neither you nor we will have any further obligations to the other unless a mutually acceptable agreement to access and use the Hosted Services has been accepted by us or except as otherwise expressly set forth in these Early Access Terms. Upon any termination or expiration of these Early Access Terms, the following sections shall survive: Sections 3, 4, 5 and 6.

5. No Warranties; Liability

5.1 YOU ACKNOWLEDGE THAT THE HOSTED SERVICE IS EXPERIMENTAL AND AGREE THAT THIS DISCLAIMER IS AN ESSENTIAL ELEMENT OF THESE EARLY ACCESS TERMS. You agree that the Hosted Service may have defects or deficiencies that we cannot or will not correct, and that we are under no obligation to release the Hosted Service for general commercial availability. The Hosted Service is at an early stage of development and may change in subsequent versions. You assume the entire risk as to the quality and performance of the Hosted Service and have the sole responsibility for the adequate protection and backup of your data, including User Data, and/or equipment used with the Hosted Service. Use of the Hosted Service, whether by you or any Authorized Users, is at your own risk. Our obligations under any Service Level Agreement and Support Terms including any security standards do not apply to the Hosted Service under these Early Access Terms.

5.2 THE HOSTED SERVICE AND ANY RELATED SERVICES ARE PROVIDED “AS IS” AND WE MAKE NO REPRESENTATIONS AND GIVE NO CONDITIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED IN RESPECT OF THE HOSTED SERVICE, SUPPORT, OR ANY SUPPLEMENTAL MATERIALS PROVIDED. WE EXCLUDE ON BEHALF OF OURSELVES AND OUR

LICENSORS ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW.

5.3 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 THESE EARLY ACCESS TERMS OR THE HOSTED SERVICE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

6. Entire Agreement; Miscellaneous

These Early Access Terms constitute the entire agreement between you and us concerning your use and testing of the Hosted Service. If you are outside the Americas, these Early Access Terms (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and you and we accept the exclusive jurisdiction of the English courts. If you are in the Americas, these Early Access Terms shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law and you and we accept the exclusive jurisdiction of the courts located in New York, New York. If these Early Access Terms are entered into in the Province of Quebec, you and we acknowledge that you and we have requested these Early Access Terms and all related documents to be drawn up in the English language. ***Les parties aux présents reconnaissent qu’elles ont exigé que la présente convention et tout document s’y rattachant soient rédigés en anglais.*** Any modification to these Early Access Terms must be in a writing signed by your and our authorized representatives. You may not assign these Early Access Terms, nor any of its rights, duties or obligations under these Early Access Terms, without our prior written consent. The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to these Early Access Terms shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist. You and we are independent contractors. 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 any and all remedies available at law.

If you reside in the Americas, you are entering into these Early Access Terms with **SS&C Technologies, Inc.** If you reside in any other part of the world, you are entering into these Early Access Terms with **Blue Prism Limited.**