

EARLY ACCESS TERMS AND CONDITIONS

The Early Access Terms and Conditions and the terms in the attached Data Sheet (together, these “Terms”) govern any access or use by you or your organization (“you”, “your”) of the software prototype and documentation identified in the attached Data Sheet (collectively, “Prototype”). “Blue Prism”, “us”, “we” and “our” refer to SS&C Technologies, Inc. (if you are in the Americas) and Blue Prism Limited (if you are elsewhere). **BY CLICKING “ACCEPT” OR BY ACCESSING OR USING THE PROTOTYPE IN ANY WAY, YOU ARE INDICATING THAT YOU ACCEPT AND AGREE WITH THESE TERMS AND YOU REPRESENT THAT YOU ARE AUTHORIZED TO DO SO ON BEHALF OF YOUR ORGANIZATION.**

1. **Testing.** By accessing or otherwise using the Prototype, you agree to use and test the Prototype as set forth in these Terms and any applicable Acceptable Use Policy only. You agree to start testing the Prototype 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 Terms, such activities will be set out in writing between you and us.

2. **Prototype License.** We grant you, during the Early Access Period (defined below), a revocable, limited, non-exclusive, non-transferable, personal license to install and use a single instance of the Prototype in accordance with these Terms (and any document incorporated by reference), for testing and evaluation purposes only, in object code only, and at the original delivery location only. You agree that you shall not: (a) use the Prototype for any production use or to obtain any commercial benefit from the Prototype; (b) 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; (c) 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; (d) 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; (e) 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; (f) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Prototype; or (g) otherwise use the Prototype except as expressly allowed under these Terms. The Data Sheet may include additional restrictions or limitations on your use. 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. Unless otherwise provided in the Data Sheet, we do not provide support services in connection with your use of the Prototype under these Terms.

3. **Authorized Users.** You may permit your employees, consultants, agents, and contractors to access and use the Prototype in accordance with these Terms (“Authorized Users”), provided you acknowledge and agree that you are responsible for any unauthorized use of the Prototype or any breach of these Terms by an Authorized User. You will promptly notify us of any confirmed or suspected misuse of the Prototype.

4. **Data.** You are solely responsible for the content of all data you process using the Prototype (your “User Data”). You retain all rights you may have in your User Data. We recommend you use data that is anonymized, pseudonymized, or “dummy data”, where it is not feasible to reasonably re-identify any individuals from such data. If your User Data contains personal data, you shall comply with applicable data privacy laws, including without limitation the necessary transparency and lawfulness requirements to enable lawful processing of User Data in connection with this agreement. 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 4(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.

5. **Feedback.** You agree to provide data and feedback to us for and about the Prototype or your use of the Prototype, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs (“Feedback”). When you use the Prototype, you represent and warrant that your use will not infringe any third party intellectual property rights, other rights or laws (for example, confidentiality and/or privacy); this includes without limitation that you have the right to use any data, materials and/or services that you submit for use with or by the Prototype.

6. **Use of Feedback.** We may use the 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**. You are explicitly excepted from the Prototype under these Terms.

irrevocably waive any intellectual property rights in any improvements or developments that we may make based on your Feedback and/or use of the Prototype and you grant us a perpetual and irrevocable, royalty-free, worldwide license to the same.

7. **Confidentiality.** Each party may use the other party’s Confidential Information solely for the purposes of the activities contemplated in these 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. 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.

8. **Early Access Period and Termination.** The license granted above will automatically end thirty days after we first deliver any part of the Prototype to you, unless we agree to extend it in writing, or these Terms are terminated sooner as described below (the “Early Access Period”). Either party may terminate these Terms at any time and for any reason upon written notice. 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.

9. **APIs.** If the Prototype leverages third party software, services or application programming interfaces (together, the “APIs”), then you acknowledge that use of those APIs is governed by the legal terms you have agreed with the providers of those APIs and not by these Terms.

10. **Indemnity.** You agree to defend each of: Blue Prism, Blue Prism’s affiliates and the respective employees, officers and agents of Blue Prism and each of Blue Prism’s affiliates (each, an “SS&C Associate” and collectively, the “SS&C Associates”) against any and all claims and/or proceedings brought or threatened by any person and you shall indemnify any relevant SS&C Associate against any loss, damage, or expense suffered or incurred by each or any of them either directly or indirectly as a result of your use of the Prototype, including without limitation any non-compliance with the terms for the APIs. You shall reimburse the relevant SS&C Associate(s) for all legal fees and costs arising from defending or responding to any such claim on a quarterly basis prior to the final disposition of such matter, provided that the indemnified party undertakes to repay such amount if it shall be determined that such indemnified party is not entitled to be Indemnified.

11. **Disclaimer: Liability.**

9.1 **Disclaimer.** YOU ACKNOWLEDGE THAT THE PROTOTYPE IS EXPERIMENTAL, IS AT AN EARLY STAGE OF DEVELOPMENT AND MAY CHANGE IN SUBSEQUENT VERSIONS. YOU AGREE THAT THIS DISCLAIMER IS AN ESSENTIAL ELEMENT OF THESE TERMS. **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 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. You assume the entire risk as to the quality, performance and use of the Prototype (whether by you or by any Authorized User) and have the sole responsibility for the adequate protection and backup of your data and/or equipment used with the Prototype. **Any support obligations including**

9.2 **Limit of Liability.** 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.

9.3 Consequential Damages. WE SHALL NOT 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.

12. Entire Agreement; Miscellaneous. 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 submit 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 any and all remedies available at law. These Terms and any separate, mutually agreed description of testing activities 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.