

HOSTED EARLY ACCESS TERMS OF USE

The Hosted Early Access Terms of Use 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 early access version of the on-line hosted service or the browser-based user interface identified in the attached data sheet (“**Data Sheet**”) (the “**Hosted Service**”). “**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 HOSTED SERVICE, 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.** You agree to start testing the Hosted Service promptly after we make it available to you. If you and we have agreed to perform specific testing activities in addition to those in these Terms, such activities will be set out below or in writing between you and us in the associated Data Sheet.

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

2.1 **Right to Use; Restrictions.** The access credentials we share with you confer a revocable, limited, non-exclusive, non-transferable, personal right to access and use the Hosted Service in accordance with these Terms (and any document incorporated by reference) for testing and evaluation purposes only. You agree that you shall not: (a) use the Hosted Service for any production use or to obtain any commercial benefit from the Hosted Service; (b) assign, sub-license, copy, provide or make the Hosted Service available to any other person or entity, or use the Hosted Service for any other person or entity; (c) 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 or create any derivative work of the Hosted Service; (d) reverse engineer, decompile, or disassemble the Hosted Service; (e) display or disclose the Hosted Service to any person other than your Authorized Users (defined below); (g) use the Hosted Service for third-party training, time-sharing or service bureau use; or (f) otherwise use the Hosted Service other than as expressly allowed under these Terms. The Data Sheet may include additional restrictions or limitations on your use. Except as explicitly stated in these Terms, we and our licensors retain all right, title and interest in and to the Hosted Service and any additions or modifications thereto. Our Acceptable Use Policy, as updated from time to time and as made available by us at <http://portal.blueprism.com/agreements> or such other location as may be notified to you, is incorporated herein by reference. You agree to abide by the Acceptable Use Policy in your use of the Hosted Service.

2.2 **Data.** You are solely responsible for the content of all data you process using the Hosted Service (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 for us 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 by 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 Hosted Service 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 Hosted Service. For purposes of Section 2.2(iii), it is your responsibility to indicate that you are using the Hosted Services to process personal data subject to UK or EEA data protection laws in writing to privacy@blueprism.com.

2.3 **Feedback.** You agree to provide data and feedback to us for and about the Hosted Service or your use of the Hosted Service, including perceived strengths and weaknesses, areas for improvement and the reporting of bugs (“**Feedback**”). When you use the Hosted Service, 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 Hosted Service.

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

2.5 **Authorized Users.** You may permit your employees, consultants, agents, and contractors to access and use the Hosted Service in accordance with these Terms (“**Authorized Users**”), provided that you acknowledge and agree that 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 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.

2.6 **Support Services.** Unless otherwise provided in the Data Sheet, we do not provide support services in connection with your use of the Hosted Service under these Terms.

3. **Confidentiality.**

3.1 During the Early Access Period (defined below), 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 Terms. You shall not disclose the terms or existence of 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 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 Terms by the other.

4. **Early Access Period and Termination**

4.1 Your use of the Hosted Service commences on the date we send you Credentials to access the Hosted Service under these 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) these Terms are terminated sooner as described in Section 4.2 below (the “**Early Access Period**”).

4.2 Either you or we may terminate these Terms during the Early Access Period immediately upon written notice to the other. At the conclusion of the Early Access Period or immediately upon termination of these 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 Terms. Upon any termination or expiration of these Terms, the following sections shall survive: Sections 2, 3, 4, 6, 7, and 8.

5. **APIs.** If the Hosted Service 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.

6. **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 (all collectively, “**SS&C Associates**”) against any and all claims and/or proceedings brought or threatened by any person and you shall indemnify each of the SS&C Associates 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 Hosted Service, including without limitation any non-compliance with the terms for the APIs. You shall reimburse the relevant SS&C Associates 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.

7. Disclaimer: Liability.

7.1 YOU ACKNOWLEDGE THAT THE HOSTED SERVICE IS EXPERIMENTAL, IS AT AN EARLY STAGE OF DEVELOPMENT AND MAY CHANGE IN SUBSEQUENT VERSIONS. **WE PROVIDE THE HOSTED SERVICE "AS IS" AND WE DISCLAIM, ON BEHALF OF OURSELVES AND OUR LICENSORS, ALL WARRANTIES, OF ANY KIND, INCLUDING BUT NOT LIMITED TO THOSE IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT THIS DISCLAIMER IS AN ESSENTIAL ELEMENT OF THESE TERMS.** You acknowledge 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. You assume the entire risk as to the quality, performance and use of the Hosted Service (whether by you or by any Authorized User), and you have the sole responsibility for the adequate protection and backup of your data, including User Data, and/or equipment used with the Hosted Service. **Any support or service level obligations including any security standards are explicitly excepted from the Hosted Service under these Terms.**

7.2 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 TERMS OR THE HOSTED SERVICE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

7.3 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.**

8. Entire Agreement; Miscellaneous.

These 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 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 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 Terms are entered into in the Province of Quebec, you and we acknowledge that you and we have requested these 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 Terms must be in a writing signed by you and our authorized representatives. You may not assign these Terms, nor any of its rights, duties or obligations under these 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 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.