

If you are situated anywhere other than the Americas, this Agreement is made between you (“Licensee” or “You”) and **BLUE PRISM LIMITED** (registered in England with company number 04260035) whose registered office is at 2 Cinnamon Park, Crab Lane, Warrington, WA2 OXP (“Blue Prism”).

If you are situated in the Americas, this Agreement is made between you (“Licensee” or “You”) and **BLUE PRISM SOFTWARE, INC.**, whose offices are at 1688 Meridian Avenue, Suite 700 Miami Beach, Florida, 33139 (“Blue Prism”).

PART 1 OF THIS AGREEMENT CONTAINS GENERAL TERMS WHICH ARE INCORPORATED BY REFERENCE INTO THE LICENSES SET FORTH BELOW.

PART 2 CONTAINS AN EVALUATION LICENSE. IF YOU ARE ONLY EVALUATING THE SOFTWARE, PART 2 WILL APPLY.

PART 3 CONTAINS A FULL LICENSE. IF YOU ARE AUTHORISED TO USE THE SOFTWARE ON A FULL PRODUCTION BASIS, PART 3 WILL APPLY.

PART 4 CONTAINS A DEVELOPER LICENSE. IF YOU ARE AUTHORISED TO USE THE SOFTWARE AS A DEVELOPER, PART 4 WILL APPLY.

PART 5 CONTAINS AN EDUCATION AND LEARNING EDITION LICENSE. IF YOU ARE A REPRESENTATIVE OF AN EDUCATIONAL INSTITUTION OR A LEARNER (EACH AS DEFINED IN PART 5) AND ARE AUTHORISED TO USE THE SOFTWARE ON A NON-PRODUCTION BASIS, PART 5 WILL APPLY.

PLEASE READ CAREFULLY BEFORE INDICATING ACCEPTANCE. BY CLICKING “ACCEPT” YOU ARE CONFIRMING THAT YOU HAVE A SUPERSEDING LICENSE AGREEMENT SIGNED BY BLUE PRISM OR ELSE THE FOLLOWING TERMS OF USE WILL APPLY.

PART 1 GENERAL TERMS

1 Definitions and Interpretation

1.1 In the following Licenses the following terms shall have the following meanings:

Affiliates	as to a party, any other person that directly or indirectly controls, or is controlled by or under common control with such entity, with ‘control’ as applied to any person being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such person
Blue Prism Maintenance & Support Terms	the Blue Prism maintenance and support terms current from time to time and available on the Blue Prism customer portal
Commencement Date	the date Licensee indicates acceptance of the terms of the applicable Agreement, or on such other date as shall have been agreed between the parties, whichever is the earlier
Confidential Information	any and all information (whether oral, written or in some other tangible or disclosed by one party (the “ Disclosing Party ”) to the other (the “ Receiving Party ”) or that is otherwise obtained by the Receiving Party under or in connection with the applicable Agreement and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Disclosing Party, including any License Key
Data Controller, Data Processor and Data Subject	as defined in the relevant Data Protection Legislation
Data Protection Legislation	General Data Protection Regulation ((EU) 2016/679) (the “ GDPR ”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and in any other jurisdiction to which the parties are subject. In the event that the GDPR is no longer directly applicable in the UK, Data Protection Legislation shall mean any successor legislation to the GDPR or the Data Protection Act 1998 and any other applicable data protection laws in any other jurisdiction to which the parties are subject
Documentation	the user manuals, help files, release notes and other documentation (excluding marketing materials) published by Blue Prism that is made available to Licensee in connection with the Software
End User	a Licensee intending to use the Software to automate one or more of its business processes
Environment	the hardware and/or locations used by Licensee, which must meet the minimum requirements specified by Blue Prism in its installation guide for

the version of the Software used by Licensee

Intellectual Property Rights	any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, Know-How, Look and Feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world) together with any and all goodwill relating or attached thereto and all extensions and renewals thereof
Know-How	know-how, confidential information, trade secrets, experience, drawings, designs, production methods, code, notes, flow charts discoveries, specifications, diagrams, technology, research, methods of formulation, results of tests and field trials, specifications of materials, composites of materials, formulae and processes and technical information including the benefit of all related obligations of confidentiality
License Key	a license key generated by Blue Prism that allows Licensee to use the Software subject to the terms and conditions of the applicable Agreement
Look and Feel	graphics, website navigation methods, HTML code, meta-tag structures and similar
Partner	a Licensee having an agreement with Blue Prism allowing it to resell the Software to one or more End Users or classes of End Users or authorising it to provide services to End Users in relation to the Software
Personal Data	as defined in the relevant Data Protection Legislation
Process Automations	Licensee processes and procedures that are automated using the Software
Software	Blue Prism Operational Agility software, including any developments modifications and/or variations thereto and including the Documentation
Support Services	the standard maintenance and support services specified in the Blue Prism Maintenance & Support Terms current from time to time

- 1.2 References to this Agreement shall mean references to these General Terms together with an applicable License, as the case may be. "**License**" shall mean the license type applicable to Licensee, as further described in Part 2, 3, 4, or 5. "**Agreement**" shall mean the General Terms contained in Part 1 together with the applicable License.
- 1.3 Headings are included in this Agreement for convenience only and do not affect their construction or interpretation.
- 1.4 Any reference in this Agreement to any statute, law, statutory instrument, enactment, order, regulation or other similar instrument having the force of law shall be deemed to include any lawful amendment, re-enactment, extension, replacement, modification, consolidation and/or repeal thereof.
- 1.5 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender.
- 1.6 Any reference to a person shall, unless the context otherwise requires, include natural persons, firms, partnerships, corporate bodies, unincorporated bodies, corporations, associations and all other legal persons of whatever kind howsoever constituted.
- 1.7 The words "include", "including" and "included" shall, unless otherwise stated in the applicable License, be interpreted to mean "including, but not limited to".
- 1.8 References to agreement, agreed, approval, consent or permit shall be interpreted to include, unless specifically stated otherwise, the words "such agreement, approval, consent or permission not to be unreasonably withheld, delayed or conditioned".

2 **Confidentiality**

2.1 Each party shall:

- 2.1.1 keep the other party's Confidential Information confidential;
- 2.1.2 not use the other party's Confidential Information except for the purposes of the applicable License without the prior written consent of the other party; and
- 2.1.3 not divulge the other party's Confidential Information to any third party except for the purposes of the

applicable License and shall procure that each such third party is aware of and complies with these obligations as to confidentiality.

- 2.2 The provisions of Clause 2.1 shall not apply to any Confidential Information that the Receiving Party can show:
- 2.2.1 is in the public domain other than as a result of a breach of this Agreement or the applicable License or any other obligations of confidentiality;
 - 2.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
 - 2.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or
 - 2.2.4 was developed independently of and without reference to any confidential information disclosed by the disclosing party.
- 2.3 Save to the extent required by law or regulation, neither party shall make or issue any announcement or public circular relating to the subject matter of this Agreement without the prior written approval of the other.

3 Intellectual Property Rights and License Key

- 3.1 Licensee acknowledges and agrees that title to all portions of the Software and the Blue Prism Confidential Information and all Intellectual Property Rights therein, including all derivative works, ("**Blue Prism Elements**") are and remain owned by Blue Prism or its licensors. Blue Prism reserves all rights not otherwise expressly granted in this Agreement and no licenses are granted by implication, estoppel or otherwise. Licensee agrees that it has no rights or claims of any type (other than the licenses granted under an applicable License) to the Blue Prism Elements and irrevocably waives and releases each and any claim to title and ownership rights thereto. The licenses granted hereunder do not entitle Licensee to use the whole or any part of the Blue Prism Elements or Intellectual Property Rights therein as reference or inspiration for developing or creating any other product based upon them.
- 3.2 The Process Automations are owned by Licensee. Blue Prism acknowledges and agrees that it has no rights or claims of any type to the Process Automations and irrevocably waives and releases each and any claim to title and ownership rights thereto. All rights in the Process Automations not expressly granted are reserved by Licensee.
- 3.3 To the extent Licensee provides to Blue Prism any suggestions, ideas, modifications, feedback, error identifications or other information related to the Software or to the use of the Software ("**Feedback**"), Licensee hereby grants to Blue Prism a fully paid-up, irrevocable, perpetual, worldwide, nonexclusive license, with right to grant sublicenses, to use such Feedback to improve Blue Prism's products and services and to use, reproduce, prepare derivative works of, perform, display, make, sell and otherwise distribute such products and services.
- 3.4 Nothing in this Clause 3 shall prevent Blue Prism from developing and using any general knowledge, skills, experience, ideas, concepts, techniques or know-how (other than Confidential Information of Licensee) that are acquired or used by Blue Prism during the applicable Agreement.
- 3.5 Licensee shall not delete or in any manner alter the copyright notices, trademarks, logos or related notices or other proprietary rights notices appearing on Blue Prism Elements.
- 3.6 On the Commencement Date and, in the case of a Full License or Developer License, on each anniversary of the Commencement Date thereafter, a new License Key will be required to activate the Software. The License Key is made available by Blue Prism, which reserves the right not to provide such License Key in the event all applicable fees are not paid up to date or if Licensee is otherwise in breach of its obligations under this Agreement. If Licensee fails to pay any applicable fees in accordance with the payment terms agreed by it or is otherwise in breach of its obligations under this Agreement, Blue Prism shall be entitled to suspend or terminate the whole or any part of this Agreement.

4 Restrictions

- 4.1 Save as permitted by law or this Agreement, Licensee shall not be entitled to:
- 4.1.1 copy, translate, reverse engineer, reverse assemble, modify, adapt, create derivative works, decompile, merge, separate, disassemble, determine the source code of or otherwise reduce to binary code or any other human-perceivable form, the whole or any part of the Software;
 - 4.1.2 sublease, lease, assign, sell, sub-license, rent, export, re-export, encumber, permit concurrent use of or otherwise transfer or grant other rights in the whole or any part of the Software;
 - 4.1.3 use or permit use of the whole or any part of the Software to provide a computer services business, business process outsourcing facility or service, service bureau arrangement, network, time-sharing, outsourcing, application service provider, or similar arrangement;
 - 4.1.4 remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Software or the Documentation;
 - 4.1.5 provide or otherwise make available the Software in whole or in part in any form to any person, without prior written consent from Blue Prism;
 - 4.1.6 use or permit the use of the whole or any part of the Software in such a way as to subject the whole or

any part of the Software to an open source license or scheme in which there is or could be interpreted to be a requirement that as a condition or consequence of its use or distribution, the Software could be disclosed or distributed in source code form, licensed for the purpose of making derivative works or redistributable at no charge; or

- 4.1.7 use the Software as a reference to design or build a competitive product or service; copy any features, functions or Look and Feel; or to monitor performance or functionality for any other competitive purposes.
- 4.2 Licensee may perform any of its obligations or exercise any of its rights under this Agreement by itself or through any Affiliate provided that:
 - 4.2.1 any act or omission of any such person shall be deemed to be the act or omission of Licensee;
 - 4.2.2 any such performance and/or exercise shall be solely for the business purposes of Licensee and its Affiliates and not for the purpose of providing bureau or outsourced services to any third party; and
 - 4.2.3 any claim from an Affiliate shall be brought through Licensee and the exclusions of and caps on liability detailed in this Agreement shall apply in aggregate to all claims brought by Licensee and its Affiliates.
- 4.3 If Licensee wishes to install the Software on Licensee-allotted servers within a third party hosting service (a "**Hosting Service**"), Blue Prism hereby consents to such use, provided that:
 - 4.3.1 any act or omission of any such Hosting Service shall be deemed to be the act or omission of Licensee;
 - 4.3.2 any such performance and/or exercise shall be solely for the business purposes of Licensee and its Affiliates and not for the purpose of providing hosting, bureau or outsourced services to any third party; and
 - 4.3.3 any claim from a Hosting Service shall be brought through Licensee and the exclusions of and caps on liability detailed in this Agreement shall apply in aggregate to all claims brought by Licensee, its Affiliates, and the Hosting Service.

5 **Intellectual Property Rights Indemnity**

- 5.1 Subject to Clauses 5.3 and 5.4 below and Licensee's compliance with the terms of this Agreement, Blue Prism agrees to indemnify Licensee against any claims, suits or proceedings brought by a third party against Licensee to the extent that such claim, suit or proceedings is based upon an allegation that the Software, as delivered to Licensee and when used within the scope of this Agreement, directly infringes the Intellectual Property Rights of any third party (an "**Infringement Claim**").
- 5.2 Subject to Clauses 5.3 and 5.4 below and Licensee's compliance with the terms of this Agreement, Blue Prism shall pay all damages, costs and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent jurisdiction (or settlements agreed to in writing by Blue Prism) directly attributable to such Infringement Claim.
- 5.3 Blue Prism's obligations under Clauses 5.1 and 5.2 of this Full License are expressly conditioned on Licensee:
 - 5.3.1 notifying Blue Prism in writing promptly after Licensee becomes aware of an Infringement Claim;
 - 5.3.2 allowing Blue Prism sole control of the investigation, defence, and settlement of such Infringement Claim;
 - 5.3.3 cooperating fully and assisting Blue Prism in the investigation, defence, and settlement of such Infringement Claim (as reasonably requested by Blue Prism); and
 - 5.3.4 making no admission of liability or fault itself or on behalf of Blue Prism.
- 5.4 Notwithstanding the foregoing, Blue Prism shall have no liability for any Infringement Claim arising in whole or in part from:
 - 5.4.1 modification of the Software by anyone other than Blue Prism;
 - 5.4.2 use or combination of the Software with any other equipment, data, services or software where in the absence of such use the Software alone would not have given rise to the Infringement Claim;
 - 5.4.3 use of the Software not in accordance with this Agreement or in a manner other than for which it was intended;
 - 5.4.4 use of the Software for which Blue Prism has provided Licensee with modifications or substitutes where use of such modification or substitute would have prevented the Infringement Claim;
 - 5.4.5 Licensee's continued use of the Software after termination or expiration of this Full License; or
 - 5.4.6 any Infringement Claim based on Licensee's activities occurring subsequent to its receipt of notice of any claimed infringement, unless Blue Prism shall have given Licensee written permission to continue to use the allegedly infringing Software.
- 5.5 In the event that any Infringement Claim is made or in Blue Prism's sole judgment is likely to be made, Blue Prism may at its discretion either:
 - 5.5.1 procure for Licensee the right to continue to use the Software;

5.5.2 replace or modify the Software to avoid infringement; or

5.5.3 terminate this Full License and Licensee's right to use the Software upon written notice to Licensee.

6.6 This Clause 5 states the entire obligation and liability of Blue Prism with respect to infringement of third party Intellectual Property Rights.

6 Dispute Resolution

6.1 Without prejudice to the termination provisions in this Agreement, if a party believes in good faith that the other party (Defaulting Party) has breached any material term of this Agreement, that party (Aggrieved Party) will notify the Defaulting Party in writing setting out in reasonable detail the nature of the alleged breach (Notice of Breach). If the Defaulting Party does not dispute the validity of the Notice of Breach, it will promptly undertake to cure the breach described therein. If the Defaulting Party disputes the validity of the Notice of Breach, then the parties will comply with the following provisions.

6.2 Any dispute to be resolved under this Clause will first be submitted for resolution to the representatives of each party then charged with the administration of this Agreement. If such representatives are unable to resolve the dispute within ten (10) business days after the date on which the Notice of Breach was received by the Defaulting Party, then the dispute will be submitted to the Directors (or persons of comparable authority) of each party for resolution. If such Directors are unable to resolve the dispute within a further ten (10) business days after the date on which the Notice of Breach was received by the Defaulting Party, then each party will be free to pursue whatever remedies hereunder, at law or in equity may be available to it in respect of the subject matter of the dispute.

6.3 Notwithstanding anything in this Agreement to the contrary, the cure period provided in an applicable License for any breach which is the subject of a dispute submitted for resolution in accordance with this Clause will be suspended during foregoing dispute resolution procedures and commence to run on the day after the dispute has been resolved in favour of the Aggrieved Party or the dispute resolution procedures have been exhausted, whichever is applicable.

7 Export Controls and US Government Regulation.

7.1 Licensee understands that the Software is subject to export control laws and regulations. Licensee may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States, European Union, and other applicable laws and regulations. In particular, but without limitation, the Software (or any underlying information or technology) may not be downloaded or otherwise directly or indirectly exported or re-exported to: (1) any countries that are subject to US export restrictions (as of the Commencement Date including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who Licensee knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government.

7.2 The Software and ancillary services are commercial items as defined by the Federal Acquisition Regulation ("FAR") at FAR 2.101 and are licensed to the government under the applicable terms of FAR Part 12, "Acquisition of Commercial Items" and/or DFAR 227.7202, "Commercial computer software and commercial computer software documentation". Any use, modification, reproduction, release, performance, display, or disclosure by the US Government shall be governed solely by, and prohibited, except as expressly permitted under, the terms of this Agreement.

8 Data Protection

8.1 Each party will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

8.2 The parties acknowledge that Personal Data of Licensee personnel may be provided to Blue Prism for the provision of Support Services during the Agreement Term, in which case Licensee shall be the Data Controller and Blue Prism shall be the Data Processor. Such Personal Data may include Licensee personnel names, work email address, job information and work telephone number and shall be used by Blue Prism to communicate with Licensee in the providing the Support Services and manage Support Service requests.

8.3 Save as set out in Clause 8.2, Licensee shall not provide any Personal Data to Blue Prism for processing by Blue Prism on Licensee's behalf.

8.4 Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Blue Prism for the duration and purposes of this Agreement in order for Blue Prism to provide Support Services.

8.5 Blue Prism shall in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:

8.5.1 process that Personal Data only on the written instructions of Licensee as described in Clause 8.2 or

otherwise agreed;

- 8.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- 8.5.3 ensure that all Blue Prism personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 8.5.4 only transfer any Personal Data outside of the European Economic Area to its Affiliates and sub-contractors (Licensee's permission for which is hereby given) if:
 - (a) Blue Prism has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) Blue Prism complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Blue Prism complies with reasonable instructions notified to it in advance by Licensee with respect to the processing of the Personal Data;
- 8.5.5 provide reasonable assistance to Licensee in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.5.6 notify Licensee without undue delay on becoming aware of a Personal Data breach;
- 8.5.7 at the written direction of Licensee, delete or return Personal Data and copies thereof to Licensee on termination or expiry of the Agreement unless required by applicable law to store the Personal Data; and
- 8.5.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 8.

8.6 Licensee consents to Blue Prism appointing third-party processors of Personal Data, including Blue Prism Affiliates, in order to provide Support Services to Licensee under this Agreement. Where a third-party processor is not a Blue Prism Affiliate, Blue Prism confirms that it has entered into a written agreement substantially on that third party's standard terms of business. Further details of Blue Prism's third-party processors are included in the Blue Prism Privacy Policy. As between Licensee and Blue Prism, Blue Prism shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.

9 **Force Majeure**

- 9.1 Save with respect to payment obligations, neither party shall be liable to the other for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay arises due to an event outside that party's reasonable control (an "**Event of Force Majeure**") (provided always that the party so affected promptly notifies the other, in writing, of the cause and likely duration of the failure or delay).
- 9.2 If either party fails to perform or is delayed in performing its obligations under this Agreement due to an Event of Force Majeure for a period greater than ninety (90) days or notifies the other in writing that it reasonably anticipates that it will fail to perform or, be delayed in performing its obligations for a period greater than ninety (90) days, then the unaffected party shall be entitled to terminate this Agreement forthwith upon written notice.

10 **General**

- 10.1 Nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the parties. Neither party shall be entitled to bind or pledge the credit of the other or sign any document, enter into any agreement or make any promise on behalf of the other or in any way indicate that it is entitled to do so without the prior written consent of the other.
- 10.2 Blue Prism shall be entitled to subcontract any of its obligations under this Agreement to a third party (with prior written consent) or to affiliates (without prior written consent) provided always that Blue Prism shall remain primarily responsible for the acts or omissions of such third party under this Agreement.
- 10.3 Licensee may not assign, transfer, mortgage, charge, sub-contract, sub-license or otherwise dispose of the whole or any part of this Agreement without the prior written consent of Blue Prism. Blue Prism may assign, mortgage, charge, sub-license or otherwise dispose of the whole or any part of this Agreement upon written notice to Licensee.
- 10.4 Any notice or written communication given under or in relation to this Agreement shall be given in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent

by special delivery post (in which case it shall be deemed to have been given on the second day after posting) to the other party at its address as previously notified to the sending party in writing, or by email (in which case it shall be deemed to have been given when sent, unless a mail non-delivery notification has been received by the sender).

- 10.5 Save as expressly stated in this Agreement, the remedies available to the parties under this Agreement shall not limit or exclude any other rights that either party may have against the other.
- 10.6 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect either party's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 10.7 The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement 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.
- 10.8 This Agreement, together with the agreement relating to Fees in the case of a Full License, contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing. No representation, undertaking or promise shall be understood to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as set out in this Agreement. Each party acknowledges and accepts that, in entering into this Agreement, it has not relied upon any representation, undertaking or promise except as set out herein.
- 10.9 No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorised representatives of the parties.
- 10.10 If Licensee is situated outside the USA or Canada:
 - 10.10.1 This Agreement (including non-contractual disputes or claims) shall be construed and interpreted in accordance with English law and the parties hereby accept the exclusive jurisdiction of the English courts.
 - 10.10.2 Save where expressly stated otherwise, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.11 If Licensee is situated in the USA or Canada:
 - 10.11.1 This Agreement 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 thereof and the parties hereby accept the exclusive jurisdiction of the courts located in New York, New York. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. To the maximum extent permitted by the governing law, no transactions called for herein shall be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction.
 - 10.11.2 IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
 - 10.11.3 If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs. For this purpose, "expenses" include, without limitation, court or other proceeding costs, and experts' and attorneys' fees and their expenses.
 - 10.11.4 No action under this Agreement, whether in contract or in tort, may be commenced more than two (2) years after the date on which such action accrued.
 - 10.11.5 If this Agreement is entered into in the Province of Quebec, the parties hereto acknowledge that they have requested this Agreement 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.

PART 2
EVALUATION LICENSE

1 License Key Delivery

Blue Prism will provide Licensee a License Key to enable Licensee to activate the Software on or about the Commencement Date, at no charge to Licensee. Blue Prism hereby grants to Licensee the right to use Software for the purposes of this evaluation.

2 Term of Evaluation

Commencing on the Commencement Date, Licensee will evaluate the Software for a period not exceeding thirty (30) days or such longer period as Blue Prism may agree in writing (the "Term").

3 License to evaluate the Software

3.1 Blue Prism hereby grants to Licensee a personal, revocable, non-transferable, non-exclusive license to use the Software in a non-commercial capacity during the Term solely for the purpose of Licensee's internal evaluation of the Software to determine whether to enter into negotiations with Blue Prism for a full license for such Software.

3.2 Licensee may use production data in connection with the use permitted by Clause 3.1.

3.3 Support Services for Evaluation Licenses are provided by making available Blue Prism's online resources at <https://portal.blueprism.com>. If a problem cannot be resolved using these resources, Licensee may nominate one contact that is able to contact Blue Prism Customer Support by either email (support@blueprism.com) or via the customer portal. Other than this, Blue Prism shall provide the Support Services in accordance with the Blue Prism Maintenance & Support Terms. If Blue Prism, in its sole discretion, provides modifications, updates, bug fixes or error connections to Licensee they shall be deemed to be part of the Software and licensed to Licensee on the terms of this Evaluation License.

4 Software Deletion

At the conclusion of the Term or immediately upon termination of this Agreement, Licensee will delete the Software from Licensee systems and destroy any Software copies. Neither party will have any further obligations to the other unless the parties enter into a mutually acceptable Full License Agreement.

5 Termination

5.1 During the Term, Blue Prism may terminate this Agreement immediately by giving written notice to Licensee if Licensee is in material breach of any of its obligations under this Agreement, or if Licensee makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event.

5.2 This Agreement may be terminated by either Party during the Term upon seven days' written notice or upon acceptance by Licensee of a full license for the Software.

5.3 Upon any termination or expiration of this Agreement, the following Clauses shall survive: Clauses 4, 5.3, and 6.

6 No Warranties; Liability

THE SOFTWARE AND ANY SUPPORT ARE PROVIDED "AS IS" AND BLUE PRISM MAKES NO REPRESENTATIONS AND GIVES NO CONDITIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED IN RESPECT OF THE SOFTWARE, SUPPORT, OR ANY SUPPLEMENTAL MATERIALS PROVIDED WITH SAME. BLUE PRISM EXCLUDES 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. BLUE PRISM SHALL HAVE NO LIABILITY UNDER THIS EVALUATION LICENSE WITH RESPECT TO THE SOFTWARE, SUPPORT, OR ANY SUPPLEMENTAL MATERIALS PROVIDED WITH SAME.

PART 3
FULL LICENSE

1 **Definitions and Interpretation**

1.1 In addition to the terms contained in this Part 3, Full License, the General Terms set forth in Part 1 shall apply. The following terms shall have the following meanings for the purpose of this Full License only:

Acceptance	Licensee's acceptance of the Software in accordance with Clause 2.2 of this Full License
Fees	the fees payable for the Full License and Support Services during the applicable Term
Service Levels	the service levels specified in the Blue Prism Maintenance & Support Terms

2 **License to access and use the Software**

2.1 In consideration of Licensee payment of the Fees, Blue Prism hereby grants to Licensee a non-exclusive and non-transferable term license to use the Software (in object code only) during the Term (defined below), subject to any restrictions set out in this Agreement, for the purpose of automating Licensee-related business procedures in accordance with the terms and conditions of this Agreement.

2.2 The Software shall be deemed to have been accepted by Licensee on the earlier of:

2.2.1 30 days following delivery of the initial License Key (provided always that Licensee (acting reasonably) has not already notified Blue Prism of any material non-conformity with the Documentation); or

2.2.2 any production use by Licensee.

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