



Blue Prism Cloud Services Terms of Use

These Terms of Use ("TOU") govern your access to and use of the Subscription Services offered by us or our Affiliates.

Prior to use of the Services, you are required to indicate your acceptance of these terms. By using the Service, or upon your agreement in writing to the Order Form for the Services, you indicate you have read, understand and agree to the terms and conditions of this TOU. If you use Blue Prism Cloud on behalf of an organization, you agree to these TOU on behalf of that organization and you represent that you have the authority to do so. In such case, "Customer", "you" and "your" will refer to that organization. "Blue Prism", "us", "we" or "our" refers to Blue Prism Limited or Blue Prism Software, Inc. in accordance with this TOU. As a result of a recent corporate integration, Blue Prism Cloud Limited and Blue Prism Cloud, Inc. are integrating into Blue Prism Ltd. and Blue Prism Software, Inc., respectively. Any reference to "Blue Prism Cloud" in any referenced documents or ancillary terms to this TOU such as the Support Terms, SLA, and Documentation refers to "Blue Prism".

DEFINITIONS

Affiliate any other person that directly or indirectly controls, or is controlled by or under common control with a party, with 'control' as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.

Acceptable Use Policy the set of terms with which you are required to comply when using the Services, as provided by us, as updated from time to time and which is incorporated into this TOU by this reference.

Authorized User(s) you or your Affiliates' employees, consultants, agents, contractors and suppliers who are granted access to the Subscription Services by you as part of their support of your internal business.

Blue Prism Cloud Services the platform, software as a service and/or other on-line products or services owned by us which we or our Affiliate(s) make available to you pursuant to this TOU.

Confidential Information any and all non-public information (whether oral, written or in some other tangible form) disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") or that is otherwise obtained by the Receiving Party under or in connection with this TOU and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Disclosing Party.

Credentials any non-public authentication credentials associated with your use of the Services.

Customer Applications your applications which you own or have appropriately licensed and are using Blue Prism Cloud Services to access to enable Process Automations.

Customer Data the data you provide to us to enable our provision of Services to you, including data processed using Blue Prism Cloud Services by virtue of the Process Automations, as well as any data generated by you or an Authorized User through use of the Services.

Development Resources refers to development Digital Workers or a development instance of the Blue Prism Cloud Services, as applicable.

Digital Workers the digital workers provided as part of Blue Prism Cloud Services to facilitate Process Automations. The number of licensed Digital Workers are specified on the applicable Order Form.

Documentation the then-current standard Technical Datasheet, Security Datasheet or other product sheet provided or made available by us with respect to Blue Prism Cloud Services. Documentation specifically excludes marketing and promotional materials.

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.

Order Form the ordering document subject to this TOU between you and us for the supply of the Services, which describes the agreed upon Blue Prism Cloud Services, including, as applicable, the number of permitted Digital Workers, the level of Support Services, and the applicable fees.

Privacy Policy the information, found here <https://www.blueprism.com/privacy-policy/>, which describes how we use personal data you and your Authorized Users provide to us.

Process Automations your processes and procedures as automated using Blue Prism Cloud Services as defined Section 4 below.

Provider the third-party managed cloud service provider which hosts Blue Prism Cloud Services for purposes of providing you with access and use of Blue Prism Cloud Services under this TOU.

Service Level Agreement (or SLA) our commitment regarding the delivery or performance of Blue Prism Cloud Services, provided by us, as updated and which is incorporated into this TOU by this reference.

Subscription Services Blue Prism Cloud Services, Support Services and any other services we may provide to you on a subscription basis under this TOU.

Support Services the maintenance and support services provided in connection with your access and use of Blue Prism Cloud Services in accordance with the Support Terms.

Support Terms a description of the Support Services, provided by us, as updated and which is incorporated into this TOU by this reference.

Term the duration of your subscription to use the Services specified in an applicable Order Form.

USE OF SUBSCRIPTION SERVICES

1. During the Term, provided you are current in your payment obligations, we grant you the right to access and use Subscription Services solely for your internal business purposes, subject to and in accordance with this TOU and the applicable Documentation. You may access and use the Subscription Services only up to the number of Digital Workers for which you have been authorized as specified on an Order Form. You may access and use Development Resources for your internal development purposes only and not for live, production use. You will not sell, resell, or distribute Subscription Services or make Subscription Services available to third parties as a managed or network provisioned service.
2. You may permit Authorized Users to access and use the Subscription Services and Documentation, provided you are responsible for: (i) specifying the level of access to the Blue Prism Cloud Services for each Authorized User, (ii) ensuring all Authorized Users use the Subscription Services and Documentation only in support of your internal business, (iii) any unauthorized use of Subscription Services or any breach of the terms of this TOU by an Authorized User, including any misuse of Credentials.
3. 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 Subscription Services or Credentials, or of any security incident related to the Subscription Services.
4. You are solely responsible for the content and accuracy of all Customer Data. You acknowledge Blue Prism Cloud Services are provided as a tool which you configure and connect to your or third-party software, applications, materials and/or services to enable the automation of your processes (as further described in the Documentation) ("Process Automations"), and are not designed for use as a hosting or storage service. You accept full responsibility for any Customer Data which you transmit or provide as part of using the Subscription Services or which you store on Blue Prism Cloud Services. We do not assume any obligations with respect to

Customer Data or your use of the Subscription Services other than as expressly set forth in this TOU or as required by applicable law. While not an obligation, we recommend you obtain appropriate insurance to protect Customer Data as good business practice.

- As between you and us, we (or our licensors, as applicable) retain all rights, title and interest (including all Intellectual Property Rights) in and to the Subscription Services and Documentation and any other materials provided by us. You agree not to copy, distribute, modify or make derivative works of Blue Prism Cloud Services, Documentation, any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us.

PLACING ORDERS AND PRICING

- Orders for Subscription Services are placed when you agree in writing to an Order Form issued by us. Such Order Forms are subject to this TOU.
- You will pay the fees for Subscription Services set forth in the applicable Order Form. Unless otherwise specified in the Order Form, fees are invoiced and payable in advance in accordance with the Order Form and are due within thirty (30) days of the invoice date. We may charge you interest of 1.5% per month or the maximum amount allowed by law in the event of a late payment. In addition, some Blue Prism Cloud Services are subject to capacity limits, as described in the Documentation. We will notify you if you exceed applicable capacity limits and may charge additional fees for any use above these capacity limits.
- You may request additional services such as professional services in connection with your use of the Blue Prism Cloud Services ("Professional Services"). Professional Services shall be set forth in detail in a mutually agreed upon Statement of Work ("SOW") which will be subject to this TOU and the then-current Professional Services terms and conditions. We will invoice separately any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.
- If you fail to pay any fees in accordance with the terms of this TOU, the applicable Order Form or SOW, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Subscription Services until all outstanding fees have been paid.
- You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Subscription Services, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes, then you must provide a valid exemption certificate or other government approved documentation to us.

DATA, DATA PROTECTION AND PRIVACY

- The Privacy Policy describes how we use personal data you and your Authorized Users provide to us. You are responsible for providing any legally required information to individuals, such as information about the personal data you provide to us in connection with the Subscription Services, and you may provide individuals with the Privacy Policy.
- You grant us a licence to use, copy, transmit, store, modify and analyse all data, including Customer Data, you submit to us in connection with your configuration and use of the Subscription Services, including personal data of yourself and others, solely to: enable us to provide Subscription Services to you; enable you to use the Subscription Services; permit us to improve, develop and protect the Subscription Services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing communication preferences. Any use of personal data remains subject to the Privacy Policy.
- We may create anonymised and aggregated statistical data from your usage of Blue Prism Cloud Services, which does not include Customer Data or personal data. We may use such anonymised and aggregated data for our own purposes, such as to provide, develop and improve Blue Prism Cloud Services, to develop new services or products, to identify usage trends, and for other uses we communicate to you in advance. This Section 13 remains subject to the Privacy Policy.
- We will not: (a) sell; or (b) retain, use or disclose (except, in each case, as necessary to perform the business purpose and the Subscription Services in accordance with this TOU), any personal information relating to consumers

provided by you to us in your use of the Subscription Services. Our obligations under this Section 14 are subject to you giving us prior notice, in the applicable Order Form or in writing to privacy@blueprism.com, that you will provide us with any such personal information. For the purpose of this Section 14, the terms "business purpose", "consumer", "personal information" and "sell" have the meaning given to them in the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (known as the CCPA).

- If you are: (a) located in the UK or the European Economic Area (EEA); (b) agreeing to this TOU with Blue Prism Cloud Ltd.; and/or (c) using the Subscription Services to process personal data that is subject to UK or EEA data protection laws, as indicated by you in the applicable Order Form, the Blue Prism Cloud Data Processing Addendum (available at <https://portal.blueprism.com/agreements>) is deemed incorporated into this TOU and shall apply to the extent we process such personal data as a data processor in connection with your use of the Subscription Services. You are responsible for indicating if you are using the Subscription Services to process personal data that is subject to UK or EEA data protection laws in the applicable Order Form.

CONFIDENTIALITY

- Receiving Party agrees to (a) keep Disclosing Party's Confidential Information confidential; (b) not use Disclosing Party's Confidential Information except for the purposes of this TOU without the prior written consent of Disclosing Party; and (c) not divulge Disclosing Party's Confidential Information to any third party except for the purposes of this TOU and shall procure that each such third party is aware of and complies with these confidentiality obligations.
- These Confidentiality obligations shall not apply to any Confidential Information that Receiving Party can show (a) is in the public domain other than as a result of a breach of this TOU or any other obligations of confidentiality; (b) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto; (c) 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 (d) was developed independently of and without reference to any Confidential Information disclosed by Disclosing Party.
- We may include you on a list of our customers without bold type or special emphasis.

AVAILABILITY AND SECURITY

- Uptime for Blue Prism Cloud Services are set forth in the SLA, and you may request support in accordance with your Support Services level subscription and the Support Terms. While we will use commercially reasonable efforts to minimize downtime, we are unable to guarantee 100% uptime, and in the event of any downtime, your only recourse is as set forth in the SLA or to cease use of the Subscription Services.
- We maintain a formal security program that is designed to protect against threats or hazards to the security of Blue Prism Cloud Services and prevent unauthorized access to Blue Prism Cloud Services. Our Providers are required to (i) implement and maintain a security program that complies with the ISO 27001 or a substantially similar successor standard (if any) and (ii) have the adequacy of their security measures annually verified by independent auditors. The Blue Prism Cloud Services (i) employs firewalls and anti-malware and the corresponding management processes designed to protect service delivery from malware and (ii) is operated under a security governance model aligned with ISO 27001. You acknowledge that no security measures guarantee absolute security of Customer Data, and we are unable to and do not warrant Customer Data will remain completely secure. We will notify you promptly in accordance with applicable law if we become aware of unauthorized access to your Customer Data which has been submitted to Blue Prism Cloud Services. This Section 20 contains our entire obligation regarding security of the Subscription Services.
- We may introduce new or additional services at any time. We will make available to you any additional terms applicable to such new or enhanced services in advance. We may update or modify Blue Prism Cloud Services at any time without materially degrading its functionality or security features. If we need to materially degrade any functionality or to discontinue any

Blue Prism Cloud Service, such as to meet any legal requirements, we will notify you of any such material degradation of functionality or the discontinuation of the Blue Prism Cloud Service at least 90 days prior to the change effective date specified in the notice and you may terminate the degrading Blue Prism Cloud Service with written notice 30 days prior to the change effective date. If you choose to terminate your subscription to Subscription Services as permitted in this Section 21 or if we discontinue a Blue Prism Cloud Service, we will refund any prepaid amounts for the applicable Blue Prism Cloud Service on a pro-rata basis for the remainder of the Term. We do not maintain and are unable to offer prior versions of a Blue Prism Cloud Service.

ACCEPTABLE USE

22. You agree to use the Subscription Services in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the European Union, the United Kingdom and the United States of America (collectively "**Export and Sanctions Laws**"). Without limiting your obligations to comply with Export and Sanctions Laws, you are responsible for: (i) access to or use of the Services from any location prohibited by or subject to sanctions or license requirements according to Export and Sanctions Laws; (ii) verifying any Authorized Users do not appear on any applicable sanctioned party lists; (iii) denying access to the Services to any individual or entity designated on any of these lists; and (iv) ensuring Customer Data is neither classified under EU (AL = N) nor US export control regulations (if subject to EAR, not classified under CCL [ECCN = EAR99]). We shall not be obligated to perform under this TOU if we are prevented from doing so by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
23. You agree to abide by the Acceptable Use Policy in your use of the Subscription Services. You agree to report any known or suspected misuse of the Subscription Services to us. We have the right to monitor your use of the Subscription Services (but not Customer Data) to verify your compliance with this TOU, including the Acceptable Use Policy, at any time. If we believe that you are using the Subscription Services in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, take such action as we consider appropriate, including terminating your right to use the Subscription Services.

WARRANTIES

24. Both you and we warrant you and we each have the full capacity and authority and all necessary consents to enter into and to perform your and our respective obligations under this TOU.
25. We warrant that Blue Prism Cloud Services provided to you under this TOU are in material compliance with the features and functionalities described in the applicable Documentation. We will make Blue Prism Cloud Services available to you in accordance with the SLA, subject to operational requirements including regularly scheduled maintenance and security downtime. If the Blue Prism Cloud Services fail to perform as warranted in this TOU, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to restore the non-conforming Blue Prism Cloud Service so that it conforms to the warranty, or (ii) if such restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Blue Prism Cloud Service and refund to you any prepaid amounts for such Blue Prism Cloud Service on a pro-rata basis for the remainder of the Term.
26. You represent and warrant: (i) you own or have all licenses necessary or required to enable us to use any materials and/or information, including Customer Data, provided by you under or in connection with this TOU to provide Subscription Services; (ii) you own or have all licenses necessary to enable Blue Prism Cloud Services to access Customer Applications to perform any Process Automations; (iii) you shall not undertake any action, directly or indirectly, in your use of Services that places either you, us or any third party in actual or potential breach of any applicable legislation (including data protection laws).

27. **Except as expressly set out in this TOU, all the Subscription Services are provided AS-IS and we exclude 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 applicable law. WE DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE FIT FOR A PARTICULAR PURPOSE, FAIL-SAFE, FAULT-TOLERANT, UNINTERRUPTED, ERROR FREE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.**

INDEMNITIES

28. Provided you comply with Section 29 below, we shall: (i) defend you against any legal proceedings brought by a third party alleging that your use of Blue Prism Cloud Services in accordance with this TOU infringes the Intellectual Property Rights of that third party (an "**IPR Claim**"); and (ii) indemnify you for any amount we agree in settlement of the IPR Claim, or which is finally awarded by a court of competent jurisdiction against you (with no further right of appeal) as a result of the IPR Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this TOU or negligence, or use of Blue Prism Cloud Services outside the scope of this TOU; (ii) combination or use of Blue Prism Cloud Services with third party materials, components or applications; or (iii) use of Blue Prism Cloud Services after you become aware of the IPR Claim (unless we agree you can continue to use it). This Section 28 sets out our entire obligation and liability in connection with any allegation that a person's intellectual property rights have been infringed.
29. To benefit from the indemnity you must: (i) notify us promptly upon becoming aware of the IPR Claim, and in any event within ten (10) days; (ii) procure that we have sole conduct of the investigation, defense, and settlement of the IPR Claim; (iii) provide such assistance as we reasonably request in relation to defense of an IPR Claim (at our cost); (iv) not take any step involving any payment or admission of liability in relation to an IPR Claim without our prior written consent; and (v) immediately cease using the Blue Prism Cloud Services subject to the IPR Claim (unless we agree otherwise).
30. If an IPR Claim is made (or we think one is likely to be made) we may, in our discretion: (i) procure the right for you to continue using the Blue Prism Cloud Services; (ii) replace or modify the Blue Prism Cloud Services to avoid the potential infringement; or (iii) terminate your subscription immediately upon written notice to you and provide a pro-rata refund of any fees which have been paid to us for your subscription for the remainder of the Term in lieu of damages and without admission of fault.
31. You are responsible for any claims, suits or proceedings arising from or in connection with the following things outside our control: (i) Customer Data; (ii) your breach of the Acceptable Use Policy, (iii) the operation and your combination or use of Subscription Services in conjunction with any of Customer Data and/or in conjunction with any software, applications, materials and/or services which you use in connection with the Blue Prism Cloud Services; (v) an adjustment or configuration of Blue Prism Cloud Services made by you or a third party other than as permitted in the Documentation or without our prior written consent; or (vi) use of Subscription Services by Authorized Users.

LIABILITY

32. Nothing in this TOU limits or excludes liability for fraud or fraudulent misrepresentation, our and your respective obligations in Sections 28 through 31, infringement by you of our Intellectual Property Rights, or for any liability which cannot lawfully be excluded or limited.
33. Subject to Section 32, neither you nor we will be liable for loss of profits, loss of goodwill, loss of anticipated savings, loss of revenue or business opportunity, loss of or damage to data, injury to reputation, or any indirect, special, or consequential loss, whether or not the parties were aware of the possibility of such loss, and in each case whether the loss arises from breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise.
34. Subject to Section 32, each party's total aggregate liability arising in connection with this TOU, whether for breach of contract, tort (including negligence), strict liability, statutory duty, or otherwise, shall not, in each

year, exceed an amount equal to the aggregate fees paid by you for the Services during the twelve (12) months prior to the date such liability arose.

PREVIEWS, BETA-TESTING, EVALUATIONS AND FREE OF CHARGE USE OF BLUE PRISM CLOUD SERVICES

35. We may enable you to access and use Blue Prism Cloud Services for beta-testing, evaluation, preview or any other free of charge purposes (collectively, “Free of Charge Services”). If we do so, you may use Free of Charge Services only for the purpose of evaluating their functionality and to provide feedback to us (which we may use freely). You may not use Free of Charge Services to process any personal data, and any production use is at your own risk. Any use of the Free of Charge Services by you or by your Authorized Users is provided “AS IS” WITHOUT WARRANTY OF ANY KIND AND “AS AVAILABLE”. The SLA, Support Terms and any security standards in this TOU do not apply to Free of Charge Services. We may, at our discretion and without notice, change, limit or discontinue any Free of Charge Services, including your access and use. Our entire liability for all claims, damages and indemnities arising out or related to your use of Free of Charge Services will not exceed in the aggregate USD \$1,000.00 (or equivalent in local currency). We have no obligation to make Free of Charge Services generally available.

TERM AND TERMINATION

36. The Term of your subscription to the Subscription Services begins on the date you first indicate your acceptance of an Order Form and continues until the Term expires or is terminated in accordance with this TOU. The Term of your subscription is specified in the associated Order Form.
37. Either you or us may terminate your subscription upon written notice to the other if the other: (i) commits a material breach of this TOU which remains un-remedied (if capable of remedy) for more than thirty (30) days after notice; (ii) becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or bankrupt or any other similar process or event; and/or (iii) is in breach of any of its confidentiality obligations. We may suspend, limit or terminate your subscription immediately if you breach your warranties or the Acceptable Use Policy. No refunds are due to you if we suspend, limit or terminate your subscription for any reason permitted in this Section 37.
38. In addition to Section 37 above, we may terminate your subscription to the Subscription Services, or any part of the Subscription Services in the event we are no longer able to offer such Subscription Services, at our discretion. If we do so, we will use commercially reasonable efforts to give you notice prior to terminating your subscription and will provide you with a pro-rata refund of applicable pre-paid subscription fees for the remainder of the Term from such termination.
39. Prior to termination or expiration of the Term for any reason, you may request in writing to make Customer Data associated with the terminated Blue Prism Cloud Services available for download. After termination or expiration of the Term we will have no obligations to maintain Customer Data associated with the terminated subscription, and may delete or destroy any Customer Data, unless prohibited by applicable law or government order. If requested, we may provide additional services to facilitate your post-termination transition at our then-current professional services rate pursuant to a SOW.
40. In addition, upon termination or expiration of your subscription, you will immediately return to us or destroy, at our option, all our Confidential Information and certify in writing that you have done so.

GENERAL

41. Except for your payment obligations, neither you nor we are liable to the other for any failure or delay to perform under this TOU to the extent due to an event outside your or our reasonable control. As applicable, you or we will provide notice in writing of the cause and anticipated duration of the failure or delay, and you or we will take reasonable steps to mitigate any impact of such event, for example using disaster recovery plans. As applicable, you or we are entitled to terminate your subscription and this

TOU with written notice if such event lasts, or is anticipated to last, for longer than forty-five (45) days.

42. Nothing in this TOU creates a relationship of employer and employee, principal and agent or partnership between you and us. Neither you nor we are entitled to bind the other or 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.
43. To provide the Subscription Services under this TOU, we may use personnel and resources in various countries, including subcontractors.
44. We may assign this TOU to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent and you give advance consent to novation of this TOU to any such person. We will provide you with written notice of any such assignment or novation.
45. We reserve the right to update this TOU at any time. If we make any material changes to the TOU, we will give you prior notice, whether by email or by posting a notice in the Blue Prism Cloud Services. Unless a change to the TOU is required by law, any changes to this TOU will apply to you only after the end of your current Term.
46. Variations to this TOU, and any waivers, must be in writing. Waiver on one occasion does not waive a right for future occasions. Rights and remedies under this TOU are without prejudice to other rights. If a provision (or part of one) is invalid or unenforceable, the rest shall remain in full force.
47. This TOU contains all the terms agreed by you and us relating to its subject matter and supersedes any prior agreements, additional terms, understandings or arrangements between you and us, whether oral or in writing. Both you and we acknowledge and accept that, by agreeing to this TOU, you and we have not relied upon any representation, undertaking or promise except those in this TOU.
48. If you are outside the US, Canada, South America or Central America, this TOU (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. 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.
49. If you are in the US, Canada, South America or Central America, this TOU 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. 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, the Uniform Computer Information Transactions Act enacted in any jurisdiction do not apply to this TOU. If you are agreeing to this TOU in the Province of Quebec, you and we acknowledge that you and we have requested this TOU 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.***
50. If you reside in the United States, Canada, South America or Central America, you are agreeing to this TOU with **Blue Prism Software, Inc.**, a Delaware company, located at 10 E. 53rd Street, 6th Floor, New York, New York 10022. If you reside in any other part of the world, you are agreeing to this TOU with **Blue Prism Ltd.**, registered in England with company number 08534024 whose registered office is at International House, 1 St Katharine's Way, London E1W 1UN.