



## **BPM SOFTWARE SERVICE EVALUATION AGREEMENT**

**BY ACCEPTING THE TERMS AND CONDITIONS YOU AGREE TO THE TERMS OF THIS SOFTWARE SERVICE EVALUATION AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES.**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE ABLE TO ACCESS AND EVALUATE THE SOFTWARE SERVICE.**

### **1. DEFINITIONS**

The definitions in this clause apply in this agreement.

**BPM:** BPM Limited a company registered in England and Wales under company number 5481543) whose registered office is at 83 Victoria Street, London, SW1H 0HW.

**Licensee/You:** the subscriber entity who enters into this evaluation agreement.

**Objective:** evaluation of the Software Service by the Licensee for use in the Licensee's business.

**Software Service:** the BPM National Portfolio Management Framework service.

**Trial Period:** the evaluation period of 30 days.

### **2. LICENCE**

2.1 BPM hereby grants the Licensee a personal, non-transferable, non-exclusive licence to use the Software Service during the Trial Period solely for the purposes of the Objective. The Licensee acknowledges and agrees that access to the Software Service will, or may, automatically "time out" (that is to say, cease to be available) at the end of the Trial Period if the Licensee has not at that time accepted and entered into a full Software Service agreement.

2.2 During the Trial Period this agreement may be terminated immediately by BPM giving written notice if the Licensee is in breach of any of its obligations under this agreement. The agreement may be terminated by the Licensee during the Trial Period upon seven days' written notice or upon acceptance by the Licensee of a full Software Service agreement.

2.3 Save for death and personal injury caused by BPM's negligence, BPM shall have no liability of any kind to the Licensee in respect of the Software Service.

2.4 No representations, conditions, warranties or other terms of any kind are given in respect of the Software Service, and all statutory warranties and conditions are excluded to the fullest extent possible.

### **3. LICENSEE'S OBLIGATIONS**

3.1 The Licensee agrees that it will comply with the following requirements in relation to the Software Service:

- (a) the Licensee will only use the Software Service for the purpose of the Objective;
- (b) the Licensee shall not use the Software Service in a live environment (BPM shall not have any liability in respect of any Licensee data uploaded by the Licensee when using the Software Service, and Licensee shall be responsible for making back-up copies of any such data uploaded);
- (c) the Licensee will not acquire any right of occupation or any other right in relation to BPM's premises;
- (d) the Licensee will not permit any third party to use the Software Service nor use the Software Service on behalf, or for the benefit, of any third party;
- (e) provide BPM will all reasonable assistance it requires to enable BPM to provide the Software Service.

3.2 The Licensee will be liable for all acts and omissions of any users of the Software Service, and will ensure that all users keep their user names and passwords secure and confidential. The Licensee will be liable for any unauthorised access resulting from any user's failure to keep their user name and/or password secure. BPM may disable any user name or password at any time if the Licensee has or is suspected to have failed to comply with any of these provisions.

3.3 The Licensee will:

- (a) take all reasonable steps to prevent the introduction of any virus, worm, trojan horse, or other harmful element into BPM's systems;
- (b) not make any attempt to gain unauthorised access to the Software Service or any of BPM's systems;



(c) ensure that each user complies with this agreement.

3.4 The Licensee shall defend, indemnify and hold harmless BPM against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software Service.

#### **4. NON-DISCLOSURE AGREEMENT**

4.1 The Licensee undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of BPM, except as permitted by clause 4.2.

4.2 The Licensee may disclose BPM's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the Objective. The Licensee shall ensure that its employees, officers, representatives or advisers to whom it discloses the BPM's confidential information comply with this clause 4; and

(b) as may be required by law, court order or any governmental or regulatory authority.

#### **5. PROPERTY RIGHTS**

5.1 All intellectual property rights in the Software Service and all related documentation are proprietary to BPM. The Licensee acknowledges that any disclosure pursuant to this agreement shall not confer on the Licensee any intellectual property or other rights in relation to the Software Service.

#### **6. GENERAL**

6.1 The entering into this agreement on behalf of the Licensee confirms that he/she is authorised to enter into this agreement on the Licensee's behalf, and to bind the Licensee to its terms and conditions.

6.2 No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of both parties.

6.3 "Writing" or "written" includes faxes but not e-mail or any other form of electronic communication except where expressly provided to the contrary.



- 6.4 This agreement shall be interpreted and construed in accordance with English law. However, BPM may enforce the Licensee's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the Licensee.