



Maintenance and Support Policy

The following support policy is applicable to customers installing products within Bottomline's document automation solution sets, including Create!form[®], FormScape[®], Optio[®] and Transform[™], as well as Bottomline's corporate payments solutions, including PayBase[®] and non-Tier 1 WebSeries[®] implementations.

1. **Support and Maintenance Program Overview.** Standard maintenance and support for Bottomline Technologies software is specifically licensed by Licensee and includes general support questions, basic installation questions, error correction, troubleshooting and self-help tools. The following are available to Bottomline customers with paid, active Standard support and maintenance contracts:
 - a. **Secure, password-protected access to Bottomline's customer support website.** Available 24x7, the Bottomline Customer Care portal provides FAQs, white papers and other technical documentation¹.
 - b. **Access to live technical support staff via Bottomline's customer support website or a toll-free phone line Monday through Friday², 8:30 AM - 8:30 PM ET.** If the current release of the software fails to operate in accordance with the applicable documentation, Bottomline shall take such measures as are reasonably necessary and practicable to determine and solve problems related to the function of the software program as designed, and to correct or eliminate any Bottomline program errors or malfunctions. Corrective measures may include patches (code fixes) or work-arounds (alternate operating techniques), which will, at Bottomline's sole discretion, bring the product into accordance with its documentation. Responses shall be on a "first in, first out" basis, and priority will be based on Bottomline's assessment of the severity of the problem. Problem escalation procedures will be in accordance with Bottomline's then-current policies and procedures. Bottomline does not guarantee service results or represent or warrant that all errors or program defects will be corrected.
 - c. **MICR Check quality validation.** Bottomline technical support staff will provide assistance to customers who are experiencing difficulties conforming to their bank's MICR check requirements. This includes assistance making adjustments to spacing, font issues (E13B) and guidance for hardware requirements.
 - d. **Software releases issued during the maintenance period.** At Bottomline's request, Licensee must install the then-current software version available in effort to correct or mitigate problems which may exist. All such service work is available on a fee basis from Bottomline's Professional Services organization. Software maintenance and support of obsolete versions of the software may be made available at the discretion of Bottomline. Any such agreement would be subject to a separate fee arrangement.
 - e. **The opportunity to contribute suggestions for future product enhancements in support of Bottomline's product development efforts;**
 - f. **Access to Bottomline's Training and Professional Services staff.** (Subject to the payment of additional charges as described below).

¹ Access to the Bottomline's customer support website may be limited from time to time at the discretion of Bottomline Technologies for maintenance or as a result of circumstances beyond its control. Additional functions such as discussion groups, etc. may be offered for specific products sold by Bottomline Technologies.

² Such services are not available on holidays observed by Bottomline Technologies.

- 2. Additional Support Services Available.** Standard maintenance and support services do not include training, document design or enhancement, digitizing services, on-site services, third-party software support or Licensee working environment procedures (product training, testing, back-ups, hardware configuration, etc.) or operation of related software such as databases, networks, security or operating systems, or after hours support. Any problem that is submitted by the Licensee which is not covered by standard maintenance and support services will be subject to an additional charge. Licensee shall pay Bottomline, at Bottomline's then-current hourly rates, for Bottomline's services in responding to a Licensee report of an error, malfunction or defect, if: (a) such error, malfunction or defect is not reproducible; (b) such error, malfunction or defect is caused, directly or indirectly, by the acts of any person intended to cause such error, malfunction or defect; (c) the Software is used in connection with a hardware configuration and system environment which are not compatible with the configuration and environment recommended by Bottomline for the licensed material; (d) Licensee has not installed all releases from Bottomline; (e) the error, malfunction or defect is caused, directly or indirectly, by third party software or hardware; (f) there have been modifications or changes to the licensed material by the Licensee or any person other than Bottomline; (g) Licensee does not assist Bottomline as required, including without limitation providing Bottomline-trained or certified staff; (h) the Software is not installed and operating in accordance with the then-current documentation; or (i) the error, malfunction or defect is not caused by the software.
- 3. Training.** Bottomline prefers to provide support to employees of Licensee who have been trained on Bottomline's software. In the event that the employee assigned by Licensee as its Bottomline resource is no longer employed by Licensee, it is the responsibility of Licensee to replace and train another such resource.
- 4. Expired Maintenance and Support Contracts.** Licensees who have not paid maintenance fees for their then-current maintenance term are not eligible to receive technical support. A Licensee who has not paid maintenance and support fees for their then-current maintenance term must pay all outstanding maintenance fees before receiving assistance. Outstanding charges include past due fees, plus a current 12-month maintenance fee.