

TERMS OF SERVICE

These Terms of Services (the “Terms”) govern Customer’s use of Bottomline’s software-as-a-service (the “Products and Services”). These Terms are a legal contract between Bottomline Technologies, Inc., on behalf of itself and its affiliates and subsidiaries (collectively, “Bottomline”) and the customer identified in an order form (“Customer”). Each party represents and warrants that they have the authority to enter into these Terms and doing so does not conflict with any other agreements to which they are a party.

1. Customer Acknowledgments and Obligations.

a. Customer Account Registration. Customer agrees to provide accurate and complete information in order to register an account with Bottomline (a “Customer Account”) and promptly update Customer Account details when necessary. A Customer may authorize itself or one or more of its employees (collectively, “Authorized Users”) to use or manage the Products and Services on Customer’s behalf. Customer acknowledges that its Authorized Users have full access to and management privileges of Customer Account(s), Customer Materials (as defined below) and any personal data associated with Customer Account(s). Customer will, and will ensure that each Authorized User will, keep Customer Account access credentials and account details confidential and ensure that they are not disclosed to any third-party. Customer is responsible for the acts and omissions of its Authorized Users and is fully responsible for all activity that occurs with Customer’s Account and use of the access credentials. Customer agrees to, and will ensure that each Authorized User will, notify Bottomline at BTnotifications@bottomline.com immediately upon learning of any unauthorized access to a Customer Account. Bottomline may rely on Customer’s and its Authorized Users’ or end users’ access to the Products and Services which is believed by Bottomline to be genuine, and assume an individual using or accessing the Products and Services is, in fact, Customer’s Authorized User or end user. Customer shall be responsible and liable for all use of, access to, and activity within the Products and Services of its Authorized Users and end users.

b. Customer Access. Subject to these Terms, Customer and its Authorized Users and end users (if applicable) may access and use the Products and Services, websites, dashboard or portals that are made available to Customer solely for internal business operations and solely in accordance with the Documentation, defined herein. If Customer allows access to the Products and Services to its end users, Customer shall enter into terms and conditions with its end users that shall be at least as protective of Bottomline and its Products and Services and Confidential Information (as defined in the Security Terms) as these Terms.

c. Customer Materials. “Customer Materials” means any data, information and materials of Customer and its end users: (a) provided to Bottomline or its third-party service providers, either directly by Customer or through Customer’s data processing system(s); or (b) entered into, stored on, transmitted through, or processed using the Products and Services. If applicable, Customer hereby appoints Bottomline as Customer’s agent to receive Customer Materials from, and deliver Customer Materials to, Customer’s data processing system(s), including any third-party providers thereof. Customer shall provide all required and appropriate privacy or other notices to its end users and obtain all required consents from its end users regarding Bottomline’s access to Customer Materials for the provision of the Products and Services. Customer grants to Bottomline a worldwide, non-exclusive, royalty-free, transferable and sublicensable right to use, copy, modify, display, distribute, reproduce and store Customer Materials for the purpose of performing its obligations under these Terms, improving the Products and Services, and as otherwise provided in [Bottomline’s Privacy Policies](#). Customer is solely responsible for the content and accuracy of the Customer

Materials. Bottomline may compile statistical and other information related to the performance, operation and use of the Products and Services, Customer Materials, and other transactional and usage data derived from the Products and Services in anonymized and aggregated form for security management, business operations, to create statistical analyses, for research and development, to make improvements to the Products and Services, and for marketing purposes.

d. Documentation. Customer agrees to comply with Bottomline's Security Terms found [here](#), user manuals, third party service providers' terms and conditions (as applicable), technical requirements and specifications, and other documentation available at Bottomline's websites, FAQs, as updated from time to time, and which are incorporated herein by this reference (together, the "Documentation"). In the event of a conflict between provisions in the Documentation, these Terms and the Order Form, the Order Form shall control.

e. Restrictions. Customer acknowledges and agrees that it shall not, and shall ensure its Authorized Users and end users do not: (i) access or use the Products and Services in any manner or for any purpose other than expressly permitted by these Terms and the Documentation; (ii) change, modify or otherwise create derivative works of all or any portion of the Products and Services; (iii) modify, disassemble, decompile or reverse engineer any part of the Products and Services or apply any other process or procedure to derive source code algorithms, methods or techniques of any software included in the Products and Services or any portion thereof (except solely to the extent permitted by applicable law); (iv) access or use the Products and Services in a way intended to avoid exceeding usage or transaction limits; (v) use the Products and Services in order to build a similar or competitive application or service; (vi) remove, tamper with or alter any disabling mechanism or circumvent any technical protection measures associated with the Products and Services, or otherwise use any tool to enable features or functionalities that are otherwise disabled in the Products and Services; (vii) distribute, disclose, market, rent, lease, assign, resell, pledge, license or otherwise transfer the Products and Services or any portion thereof to any unauthorized third-party, (viii) unless otherwise permitted, allow the Products and Services to be used in connection with any facility management services or service bureaus or otherwise to be used for processing the data of any third-party other than its end users; (ix) remove or alter any proprietary notices (e.g., copyright and trademark notices) pertaining to the Products and Services; (x) perform, or release the results of benchmark tests or other comparisons of the Products and Services or perform other unauthorized technical acts such as screen or data scraping. Customer's rights to use the Products and Services, including without limitation, any applicable allotment of End Users, shall not extend to acquired entities, in whole or in part, or new entities established as a result of an acquisition. In such event, the Fees set forth in any associated Order Forms shall be adjusted. Customer shall not offer to any third parties products or services substantially similar to the Products and Services provided by Bottomline to Customer hereunder.

2. Service-Specific Terms.

Payments & Cash Management (Enterprise & Premier). If Customer uses or purchases iPay Services provided by Bottomline's third-party service provider, Jack Henry & Associates, Inc. supplemental terms available [here](#) apply. Support services for payments and cash management (enterprise and premier) are available [here](#). For the avoidance of doubt, the support services mentioned below do not apply.

Customer Engagement Solution ("CES"). Bottomline will make commercially reasonable efforts to comply with NACHA rules ("ACH Rules") when performing functions related to Automated Clearing House Network ("ACH") processing. Bottomline will retain Customer Materials adequate to permit remaking of ACH Files for ten (10) business days following the date of transmittal by Customer. CES includes authentication services that may be used by Customer solely for the purpose of verifying the identity of an end user. Customer's use of authentication services may require (i) nominal banking deposits using ACH transactions to its end users' bank

account (“Challenge Deposits”) for which Customer is the provider; and (ii) use of ACH transactions to fund end users’ bank accounts (“Funds Transfers”). If Customer uses or purchases authentication services provided by Bottomline’s third-party service provider, LexisNexis, supplemental terms are available [here](#) apply. If Customer uses or purchases the device risk module provided by Bottomline’s third party service provider, Socure, supplemental terms are available [here](#). Customer is the “Originator” for Challenge Deposits and Fund Transfers, and Bottomline and its third-party services providers are the “Third-Party Sender” under ACH Rules.

Cyber Fraud and Risk Management Hosted Services (“CFRM”). If Customer uses or purchases CFRM, Customer acknowledges and agrees that: (i) CFRM has been reviewed and tested by Customer and it meets Customer’s business and operational needs; and (ii) effective security threat detection and management are dependent on a multi-layered, multi-faceted combination of software, hardware and Services components, deployed and managed in accordance with appropriate policies and procedures consistently applied, and no individual element in such a system, including CFRM, alone is sufficient to detect and prevent all security threats. Customer shall be solely responsible for its, and its end users, use of CFRM, including any data and other output generated from CFRM, and for verifying any such data and other output. Customer acknowledges that the quality of such data and other output and the result of using CFRM are dependent on the data inputted by Customer and its end users. Bottomline may, at times, provide suggestions for Customer’s use of CFRM and Bottomline disclaims all liability related thereto. For the avoidance of doubt, CFRM shall be considered to include Payments Fraud Defense (PFD), Enterprise Case Management (ECM), Internal Threat Management (ITM), Record & Replay (R&R), Secure Payments (SP), Secure Payments Connect Plus (SP Connect +), PFD Connect Plus and all Products and Services directly related or ancillary thereto or derivatives thereof.

Financial Messaging (“FM”). If Customer uses or purchases Financial Messaging (“FM”), Customer acknowledges and agrees that the service-specific terms available at <https://www.bottomline.com/us/legal> apply. For the avoidance of doubt, the support services mentioned below do not apply.

Global Payments Hub & Cash Management. If Customer uses or purchases Global Payments Hub & Cash Management (“GPH”), Customer’s initial subscription term shall commence on the date the Products and Services are made available for Customer’s access and use and shall continue in full force and effect as set forth in an Order Form, unless earlier terminated as permitted in these Terms (the “Initial Subscription Term”). Thereafter, the term shall automatically renew for successive one (1) year terms, unless either party provides written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the then-current subscription term. Bottomline shall charge the Customer the subscription service fees from the date the Products and Services are made available for Customer’s access and use and shall invoice the Customer annually in advance on each anniversary thereafter. Customer acknowledges and agrees that the service-specific terms available at <https://www.bottomline.com/us/legal> apply to Customer’s use or purchase of GPH, except as otherwise stated in this section. For the avoidance of doubt, the support services mentioned below do not apply.

Paymode Services (“PMX” or “Paymode”). If Customer uses or purchases Paymode for payments, the Operational Rules available [here](#) apply. Customer (also referred to as “Payer”) acknowledges and agrees that Bottomline’s exclusive role in connection with payments is that of a data processor providing services to Customer and that Bottomline, its Third-Party Service Providers and banking partners act as a “mere conduit” and not an initial transferee in connection with payments. Bottomline will never possess Payer funds; Payer funds are held either by the bank selected by Bottomline, which processes Payments made via Paymode on

behalf of the Payer, or by a third-party directly contracted with Bottomline to provide Paymode (“Third-Party Service Provider”) until such time as the funds are transferred to the respective Payee(s) or returned to Payer. All information collected by Bottomline arising out of or related to the use of Paymode shall be subject to the Bottomline Privacy Policy available at <https://secure.paymode.com/policies/privacypolicy.htm>. All use of Paymode is subject to Bottomline’s and its Banking Party and Third-Party Service Providers’ satisfactory completion of due diligence and verification of information provided by Customer to comply with all applicable laws and regulations, including but not limited to, Know Your Customer (“KYC”) and anti-money laundering (“AML”). Customer authorizes Bottomline or its Banking Partner or Third-Party Service Provider, directly or through third parties, to validate the identity of the Customer, including its directors, officers, shareholders and beneficial owners, evaluate creditworthiness, and verify any information provided by Customer, including its bank accounts and any other information related to KYC and AML. Customer acknowledges that Bottomline has an obligation to protect the privacy of other Network Members and that all information Customer receives about other Payers and Vendors enrolled in PMX shall be considered Confidential Information.

If Customer uses or purchases NexusPayments for payments, the Operational Rules available [here](#) apply.

Professional Services. Professional Services terms are available [here](#).

Support Services. Support services Documentation is available [here](#).

3. **Proprietary Information.**

a. Reservation of Rights. As between the parties, Customer acknowledges and agrees that the software, code, hardware, trademarks, trade secrets, proprietary methods and systems used to provide the Products and Services (“Bottomline Technology”) and the content made available or displayed by Bottomline through the Products and Services, including all text, graphics, images and the look and feel of such Products and Services (collectively “Bottomline Content”) are owned by or licensed to Bottomline. Nothing in these Terms or any of the Documentation shall be considered an assignment or other transfer of ownership in and to the Bottomline Technology or the Bottomline Content to Customer, either expressly, or by implication, estoppel, or otherwise. Other than the authorizations or licenses as may be conferred or granted by Bottomline to Customer in these Terms, Bottomline reserves all right, title and interest in and to Bottomline Technology and Bottomline Content. No right or license is granted by Bottomline to Customer or its end users to use any Bottomline trademark, trade name, service mark, product name or other source designator.

b. Pre-release Services. Bottomline may develop software, products, services, enhancements or features as pre-release, alpha or beta services (collectively, the “Pre-Release Services”). Customer acknowledges and agrees that: (i) use of the Pre-Release Services is for the sole purposes of evaluating and testing the Pre-Release Services and providing Feedback (as defined below) to Bottomline; (ii) Customer will not use Customer Materials, Confidential Information (as defined in the Security Terms), personal identifiable information, Protected Health Information (as defined by HIPAA), sensitive financial information, production data, or any other information that is sensitive in nature in relation to its evaluation and testing of the Pre-Release Services; (iii) the Pre-Release Services will only be used in a non-production environment; and (iv) the Pre-Release Services are provided for a limited time and are experimental in nature, have not been fully-tested and may be discontinued at any time with or without notice.

c. Feedback. In the course of using the Products and Services, Customer may provide Bottomline reports, comments, suggestions or ideas relating to the Products and Services (“Feedback”). Bottomline shall have no obligation to incorporate Feedback into the Products and Services, and Customer shall have no obligation to provide Feedback. Bottomline shall have no obligation to treat such Feedback as Customer’s confidential or

trade secret information. Customer, on behalf of itself and its successors in interest, grants Bottomline a world-wide, non-exclusive, irrevocable, perpetual, and royalty-free right and license to use, profit from, disclose, publish, or otherwise exploit any Feedback. Without limiting the generality of the foregoing, Customer agrees that its provision of Feedback does not give it any intellectual property or any other right, title, or interest in or to any aspects of the Products and Services, even if such Feedback leads Bottomline to create new Products and Services. No representations, warranties, or indemnities as may be granted by either party to the other under these Terms or the Documentation shall apply to Feedback.

4. Disclaimers. BOTTOMLINE EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY ILLEGAL OR UNAUTHORIZED ACCESS TO OR RELEASE OF ANY CUSTOMER MATERIALS, ANY INACCURATE OR FRAUDULENT PAYMENTS OR FUNDS TRANSFERS, ANY ACTION TAKEN BY BOTTOMLINE ARISING OUT OF OR RESULTING FROM CUSTOMER OR ITS END USERS' INSTRUCTIONS, OR ILLEGAL OR UNAUTHORIZED ACCESS TO CUSTOMER'S OR ITS END USER'S CUSTOMER ACCOUNT, ACCESS CREDENTIALS, NETWORK OR DEVICES (SUCH AS A MOBILE PHONE, TABLET, LAPTOP OR PC). BOTTOMLINE DOES NOT WARRANT THAT OPERATION OF THE PRODUCTS AND SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ANY ENCRYPTION AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE OR THAT THE PRODUCTS AND SERVICES WILL CORRECTLY DETECT OR IDENTIFY ALL SECURITY THREATS (IF APPLICABLE). BOTTOMLINE DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES WILL RUN PROPERLY IN ALL CUSTOMER INFORMATION TECHNOLOGY INFRASTRUCTURE OR OPERATING SYSTEMS; OR WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY CUSTOMER OR ITS END USERS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THE PRODUCTS AND SERVICES ARE DESIGNED TO GENERATE DATA OUTPUTS AS A RESULT OF CUSTOMER'S DATA INPUTS, NOT TO PROVIDE ADVICE OR RECOMMENDATION FOR ACTION, AND BOTTOMLINE DISCLAIMS ANY AND ALL LIABILITY THEREOF. FOR THE AVOIDANCE OF DOUBT, BOTTOMLINE EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGES RESULTING FROM MALWARE, VIRUSES OR WORMS INFECTING CUSTOMER'S OR ITS END USER'S NETWORK OR DEVICES. THE PRODUCTS AND SERVICES MAY ACCESS AND TRANSFER INFORMATION OVER THE INTERNET AND CUSTOMER ACKNOWLEDGES AND AGREES THAT BOTTOMLINE DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (i) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR COMPONENTS MAY ENTER CUSTOMERS' INFORMATION TECHNOLOGY ENVIRONMENT; (ii) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER MATERIAL AND CUSTOMER'S INFORMATION TECHNOLOGY INFRASTRUCTURE; (iii) CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ITS OWN INTERNET AND DATA CONNECTIONS; AND (iv) COMPONENTS OF THE PRODUCTS AND SERVICES THAT ARE ACCESSED OR USED THROUGH INTERNET CONNECTIONS MAY BE SUBJECT TO CUSTOMER'S INTERNET SERVICE PROVIDER'S FEES AND DOWNTIME. CUSTOMER ACKNOWLEDGES AND AGREES BOTTOMLINE IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. THE WARRANTIES SET FORTH IN HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, AND EXCEPT AS SET FORTH HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED BY BOTTOMLINE "AS-IS", "WHERE-IS" AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. BOTTOMLINE, ON BEHALF OF ITSELF, ITS AFFILIATES, SUBSIDIARIES, PARTNERS, LICENSORS, AND ANY THIRD-PARTY SERVICE PROVIDERS PROVIDING THE PRODUCTS AND SERVICES, OR PORTIONS THEREOF, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND QUIET ENJOYMENT, ACCURACY, NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5. Fees and Payment.

a. Order Form. Customer purchases the Products and Services by executing an Order Form. “Order Form” means the Bottomline document, in either electronic or paper form, that establishes the Products and Services purchased, the Fees to be paid and other material business terms.

b. Fees. Customer agrees to pay all fixed and recurring fees (collectively, the “Fees”) set forth in the applicable Order Form within net thirty (30) days from the date of invoice, unless otherwise stated in such Order Form. Customer shall reimburse Bottomline for all expenses it may incur in its efforts to collect any amounts owed to Bottomline. Any portion of the Fees that are not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Customer shall pay the Fees without offset or deduction. Any amounts Customer disputes must be disputed in writing within thirty (30) days from receipt of invoice or Customer’s right to dispute such amounts shall be deemed waived. Commencing in year two (2), Bottomline reserves the right to increase fees annually. Such increase shall be by an amount calculated as the US CPI-U as published by the Bureau of Labor Statistics as of January of the current calendar year plus three percent (3%). Bottomline shall pass-through any third-party service fees (such as telecommunication charges) to Customer.

c. Taxes. Customer shall pay all sales, use and excise taxes relating to or arising under these Terms, exclusive of taxes based on Bottomline’s net income. All amounts payable hereunder by Customer shall be paid without deduction or withholding for or on account of any present or future tax, levy, impost, fee, assessment, deduction or charge by any taxing authority.

6. Term. These Terms shall commence as of the effective date set forth on the applicable Order Form and shall remain in effect for the period of time the applicable Order Form(s) remain active unless terminated in accordance with these Terms.

7. Termination. These Terms and the Order Form will terminate as set forth in the applicable Order Form. Furthermore, either party may terminate these Terms upon written notice to the other party if: (i) the other party materially breaches any term or condition of these Terms and fails to cure such breach within thirty (30) days following receipt of written notice; (ii) the other party becomes insolvent or unable to pay its debts when due; (iii) the other party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against the party, such petition is not removed within sixty (60) days after such filing; (iv) the other party discontinues its business; or (v) a receiver is appointed or there is an assignment for the benefit of the other party’s creditors.

8. Effect of Termination. Termination of these Terms in accordance with the previous section will not release Customer from its obligation to pay any fees or expenses owed or payable to Bottomline as of the effective date of such termination. Upon termination of these Terms: (i) all rights and licenses granted to Customer pursuant to these Terms shall immediately terminate; (ii) any and all amounts owed to Bottomline, whether or not invoiced shall become immediately due and payable; and (iii) Customer shall promptly and without charge return to Bottomline or destroy (at Bottomline’s option) all copies of Documentation and other materials containing any of Bottomline’s Confidential Information (as defined in the Security Terms) in Customer’s possession or control (including, without limitation, all electronic copies).

9. Indemnification.

a. Indemnification by Bottomline. Bottomline agrees to defend, at its expense, any third-party claim that Bottomline’s proprietary technology or intellectual property infringes upon any US patent or copyright, and to pay any settlement, or damages finally awarded, in any such suit. Notwithstanding the foregoing, Bottomline shall have no liability for any claim arising from: (i) any modification of the Products and Services; (ii) use of an old or discontinued version of the Products and Services; (iii) use of the Products and Services in combination

with any products or services not provided or authorized by Bottomline; (iv) use of the Products and Services in violation of these Terms or the Documentation; (v) Bottomline's or its third-party service providers' compliance with Customer's designs, specifications or instructions; or (vi) any claim for which Customer is required to indemnify Bottomline. In the event the Products and Services, or any portion thereof, becomes or, in Bottomline's opinion, is likely to become, subject to any claim of infringement of a third-party's intellectual property rights, Bottomline may, in its sole discretion: (i) procure for Customer the right to continue to use the Products and Services; (ii) replace or modify the Products and Services with a version that does not infringe; or (iii) if Bottomline cannot accomplish (i) or (ii) using commercially reasonable efforts, terminate these Terms and the Order Form. THIS SECTION SETS FORTH THE ENTIRE LIABILITY OF BOTTOMLINE, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF THIRD-PARTY RIGHTS.

b. Indemnification by Customer. Customer agrees to indemnify, defend, at its expense, and hold Bottomline harmless, against any claim, and to pay any settlement, or any damages in any such suit, that is based upon or arising as a result of Customer's negligent or intentional misuse of the Products and Services, or Customer's violation of any applicable law or regulation.

c. Indemnification Procedure. The indemnification obligations of each party (the "Indemnifying Party") under this section are subject to the following conditions: (i) the party seeking indemnification (the "Indemnified Party") shall give the Indemnifying Party timely written notice of any claim for which indemnification is sought; (ii) the Indemnifying Party shall have the authority to control the defense and settlement of the claim (provided that the Indemnified Party shall have the right, but not the obligation, to participate at its own expense in the defense of such claim); and (iii) the Indemnified Party shall give reasonable assistance to the Indemnifying Party to enable the Indemnifying Party to defend the claim. The Indemnifying Party shall not settle or compromise any claim without the prior written consent of the Indemnified Party, not to be unreasonably withheld, if such settlement or compromise in any manner indicates that the Indemnified Party contributed to or was responsible for such claim, or if such settlement or compromise imposes any obligations upon the Indemnified Party or requires the Indemnified Party to take any action.

10. Injunctive Relief. The parties acknowledge that breach of these Terms may cause a party irreparable damage which cannot be remedied in monetary awards in an action at law and, in the event of any such breach, the non-breaching party may seek injunctive relief. Nothing contained in this section shall limit either party's right to any remedies at law or in equity.

11. Limitation of Liability. FOR PURPOSES OF THIS SECTION, BOTTOMLINE SHALL MEAN BOTTOMLINE, ITS AFFILIATES, SUBSIDIARIES AND THIRD-PARTY SERVICE PROVIDERS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR OTHER INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR THE PRODUCTS AND SERVICES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY), REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. FURTHER, BOTTOMLINE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE (OR ANY OTHER LIABILITY) ARISING OUT OF OR IN CONNECTION WITH RESULTS OBTAINED AND CONCLUSIONS DRAWN BY THE CUSTOMER FROM THE USE OF BOTTOMLINE PRODUCTS AND SERVICES. BOTTOMLINE'S LIABILITY FOR DAMAGES OF ANY KIND WITH RESPECT TO ANY CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR THE PRODUCTS AND SERVICES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) SHALL NOT EXCEED THE AMOUNT

OF FEES PAID OR PAYABLE FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH SUCH LIABILITY AROSE. BOTTOMLINE'S THIRD PARTY SERVICE PROVIDERS SHALL BE INTENDED THIRD PARTY BENEFICIARIES OF THESE TERMS. THE FOREGOING LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. THE REMEDIES SET FORTH IN THESE TERMS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE AN ESSENTIAL TERM OF THESE TERMS BUT FOR WHICH BOTTOMLINE WOULD NOT PROVIDE THE PRODUCTS AND SERVICES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO CUSTOMER'S OBLIGATION TO PAY FEES.⁴

12. **Force Majeure.** Except for Customer's obligation to pay amounts due or as otherwise expressly set forth in these Terms, neither party shall be liable to the other for any failure or delay in performing its obligations hereunder (or any resulting loss or damage) if such failure or delay is due to circumstances beyond its reasonable control, including, but not limited to: (a) Internet network failures or Internet capacity limitations; (b) compliance with regulations, orders or instructions of any federal, state or municipal government or any department or agent thereof that delay or restrict performance hereunder; (c) third-party providers failure to deliver services; or (d) acts of God, natural disasters, acts of third parties including terrorist acts, unauthorized system access or intrusions, acts of civil or military authority, fires, embargoes, epidemics, war or riots.

13. **Waiver; Entire Agreement.** No course of dealing, course of performance or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of these Terms shall be construed to be a waiver of any subsequent breach of the same or any other provision. These Terms and applicable Order Form(s) constitute the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect thereto. The terms and conditions of any purchase order or other document submitted by Customer shall not have any force or effect or govern or amend these Terms in any way. Sections 1(e), 3, 8, 9, 10, 11, 13, and 15 shall survive the expiration or termination of these Terms and remain in full force and effect.

14. **Assignment.** These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by Customer without Bottomline's prior written consent, and any attempted transfer or assignment will be null and void. Notwithstanding the foregoing, these Terms shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. If another entity merges with or into or acquires Bottomline, or all or substantially all of Bottomline's assets, stock or business, Customer agrees and consents that Customer Materials and information that Bottomline has collected from Customer, including personally identifiable information, may be securely transferred to such successor or assignee.

15. **Compliance and Governing Law; Disputes.** The parties shall comply in all materials respects with all applicable laws and regulations. Any claim or dispute arising out of these Terms (a "Claim") is governed by the laws of the State of Delaware without regard to conflict of law provisions. The parties shall attempt to resolve any Claim promptly by negotiation between executives who have authority to settle the Claim. Within thirty (30) days after delivery of a notice of Claim from either party, the executives of both parties shall confer and all such negotiations shall be treated as confidential settlement negotiations for purposes of applicable rules of evidence. Any Claim not resolved pursuant to this paragraph shall be resolved by a Delaware state or federal court, and the parties irrevocably consent to this jurisdiction and those courts for all Claims. In any litigation

relating to these Terms, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, in addition to any other relief awarded.

16. **Severability.** If any provision of these Terms is invalid or unenforceable under applicable law, then it will be changed, interpreted or severed, as appropriate to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

17. **Notices.** Bottomline's Products and Services may be covered by one or more of the patents listed [here](#). All other legal notices required or permitted under these Terms shall be made in writing and shall be deemed to have been duly given if sent by registered or certified mail (return receipt requested). All notices shall be addressed to Bottomline at 100 International Drive, Suite 200, Portsmouth, NH 03801 attention Legal Contracts, with a copy to contracts@bottomline.com. All notices for Customer shall be addressed to the contact information provided by Customer to Bottomline in an Order Form.

18. **Relationship between Bottomline and Customer.** These Terms do not create the relationship of principal and agent, or any similar relationship between Bottomline and Customer, including, but not limited to, that of joint venturers, partners, employees, or associates. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party, other than as may be expressly authorized in these Terms.

19. **Publicity.** Customer agrees that Bottomline may refer to the Customer as a client of Bottomline, and refer to the type of Products and Services that Bottomline has provided Customer, in its marketing material including without limitation, general press releases. With prior written consent from Customer, Bottomline may use any of Customer's trademarks in Bottomline's marketing and publicity materials.

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