

SCHEDULE To Terms of Service

Financial Messaging

This Schedule ("Product Schedule") contains the required additional terms and conditions related to Bottomline's financial messaging products and services ("Financial Messaging" or "FM") and are made a part of and are incorporated into the Bottomline Terms of Service (<https://www.bottomline.com/us/legal/saas-terms>) (the "Agreement"). In connection with Customer's subscription and/or use of and Bottomline's provision of FM, Customer and Bottomline hereby agree:

1. DEFINITIONS. For the purpose of this Product Schedule, the following words and phrases shall have the following meanings:

- A. **"Exhibit"** means an exhibit to this Product Schedule containing supplementary terms and conditions applicable to the relevant Bottomline products and services;
- B. **"Bottomline Infrastructure"** means Bottomline's hardware, communications infrastructure (including the Equipment), programs (including Software) and processes directly used for the provision of Subscription Services, excluding any Bottomline's internal infrastructure and systems;
- C. **"Customer Infrastructure"** means the Customer's (or its third party provider's) hardware, software and communication lines required to link to the Bottomline Infrastructure in order to access the Subscription Services;
- D. **"FPSL"** means Faster Payments Scheme Limited, a company registered in England and Wales with company number 07751778, whose registered address is at 2, Thomas More Square, London, E1W 1YN (or its successor)
- E. **"License Metrics"** means the limited number of users and/or other units (where applicable) relevant to the Subscription Services, as further described in a Product Schedule and Order Form;
- F. **"Mandatory Terms"** means third-party (including PNP) flow-down terms and conditions set out in www.bottomline.com/uk/product-terms-conditions/mandatoryterms. Any use in the Mandatory Terms of the capitalized term or phrase "Terms and Conditions" shall refer to this Product Schedule, "Product Schedules" and "Annexes" shall each refer to the Exhibits to this Product Schedule, and "Bottomline Solutions" shall refer to the Bottomline products and service of any Order Form issued under and pursuant to this Product Schedule and/or an Exhibit hereto.
- G. **"Pay.uk"** means Pay.uk Limited, a company registered in England and Wales with company number 10872449, whose registered address is at 2, Thomas More Square, London, E1W 1YN (or its successor);
- H. **"Payment Network Provider"** ("PNP") means FPSL, Bacs, Pay.uk, SWIFT, Customer's banks, Customer client's banks or otherwise a third party operating or connecting to a payment and/or settlement scheme;
- I. **"PNP Requirements"** means all necessary licenses, permits, authorizations, consents and agreements required to connect to or use the PNP networks and services;
- J. **"SLA"** means the current version of the supplementary terms applicable to the relevant Subscription Services and entitled "SLA-FM" available at <https://www.bottomline.com/uk/product-terms-conditions>;

- K. **“Subscription Band(s)”** means a License Metric set out in an Order Form, which reflects the Customer’s Subscription Services usage; and
- L. **“Subscription Services”** means the specific Financial Messaging subscription-based service(s) as specified in an Order Form, provided to the Customer via the Bottomline Infrastructure;
- M. **“SWIFT”** means The Society for Worldwide Interbank Financial Telecommunication whose head office is located at Avenue Adele 1, B-1310 La Hulpe, Belgium (or its successor);
- N. **“Truing-Up Adjustment”** means uplifting the Customer’s Subscription Band (as set out on the Order Form or resulting from a previous Truing- Up Adjustment) and related Subscription Fees on a pro-rated basis from the month in which the upper threshold for the Customer’s Subscription Band was exceeded for the remainder of the then current contract year.

2. CUSTOMER RESPONSIBILITIES; ACKNOWLEDGEMENTS.

- A. The Customer shall comply with the Mandatory Terms, which may be amended by Bottomline from time to time.
- B. The Customer shall procure and maintain the PNP Requirements and promptly notify Bottomline and the relevant PNP of any non-compliance.
- C. The Customer acknowledges that the Subscription Services may enable or assist the Customer to send files and instructions to PNPs. Reports provided by the Subscription Services are for information purposes only and should not be used for payment reconciliation. The Customer should only rely on reports from the PNP for payment reconciliation.

3. SUPPORT. Bottomline shall provide support for the Subscription Services in accordance with the SLA at the applicable support level to which the Customer has subscribed. Bottomline shall provide support for the current and one prior version of Financial Messaging.

4. SECURITY, DATA PRIVACY AND BANKING SECRECY.

- A. The parties shall, in provision and use of Bottomline Solutions, comply with Bottomline’s then current Privacy Terms (as applicable) published at: www.bottomline.com/uk/privacy/current-gdpr-data-privacy-terms and at www.bottomline.com/uk/privacy-policy/sarl-data-privacy-terms, the currently published versions of which are deemed incorporated into this Product Schedule. Any use in the Privacy Terms of the capitalized term or phrase “Services” shall refer to the Bottomline products and service of any Order Form issued under and pursuant to this Product Schedule and/or an Exhibit hereto.
- B. Bottomline shall observe all applicable provisions relating to the secrecy of bank customer data as protected by relevant laws applicable in the country in which the Subscription Services are provided by Bottomline, including where applicable art. 47 of the Swiss Federal Law on Banks and Savings Institutions or art 43 of the Swiss Federal Act on Stock Exchanges and Securities Trading. Bottomline shall inform all persons involved in the performance of Subscription Services and capable of accessing any confidential Information (“Service Personnel”) of the requirements and consequences of the Swiss banking secrecy and other relevant laws applicable in the country in which the Subscription Services are provided by the Bottomline secrecy laws. Furthermore, Bottomline shall ensure that each of the Service Personnel commit to confidentiality undertakings in writing confirming that they will comply with such relevant laws.

5. COMPLIANCE. Bottomline will comply with the provisions of FINMA circulars 2008/21, Annex 3, and 2018/3 if and to the extent they are applicable to Bottomline in its role as an outsourcer in connection with the provision of the Subscription Services, in particular provide Customer with all necessary data and documentation to the extent required for FINMA’s examination and audits of compliance with said circular provisions and undertakes to provide FINMA and Customer’s auditors with all information and

documentation with regard to outsourced business activities of Customer required for FINMA's supervision and/or auditor's inspection.

6. INDEMNITIES AND LIMITATIONS ON LIABILITY.

- A. **INDEMNIFICATION.** The Customer shall defend and indemnify Bottomline against claims, actions, proceedings, damages, expenses and costs (including court costs and reasonable legal fees) suffered or incurred by Bottomline arising out of or in connection with the contents of a message or file sent from Customer Infrastructure.
- B. **LIMITATION ON LIABILITY.** Bottomline shall not be liable to the Customer for any loss or damage (or any other liability) arising out of or in connection with:
- a. defects, errors, delays, non-performance or unavailability of Customer Infrastructure, third party systems, external networks (including the Internet and networks operated by PNP) or any equipment, software or infrastructure not supplied or operated by Bottomline;
 - b. any information, instructions or scripts provided by the Customer, PNP or any other third party (or the accuracy thereof), or any actions taken by Bottomline at the Customer's direction; or
 - c. any third-party content or use of, or correspondence with, any third parties, PNPs or interfaces (such as SWIFT or banks) via Bottomline products and services, or any transactions completed, and any contract entered into by the Customer, with any such third party.

7. FEES AND PAYMENTS.

- A. In the event that a PNP or any competent legislative or regulatory authority introduces any mandatory change which requires modification to Bottomline Solutions and/or Bottomline Infrastructure, then Bottomline shall be entitled to revise the Fees to cover the additional costs of such change.
- B. Bottomline shall monitor the Customer's license Metrics. Where the Customer exceeds its procured Subscription Band, then Bottomline shall either: (i) apply a Truing-Up Adjustment and shall invoice the Customer for the applicable fee increment (the difference between the Subscription Services Fees paid for the procured Subscription Band and the new Subscription Band) and the Customer's Subscription Band will be amended to reflect the correct Subscription Band according to the Truing-Up Adjustment; or (ii) where an Order Form specifies an overage Fee then Bottomline shall instead collect such overage Fees monthly in arrears at the rates specified in an Order Form.
- C. No later than thirty (30) days prior to the anniversary of the Effective Date, the parties shall where applicable agree the relevant Subscription Band for the Subscription Services for the next twelve (12) months.
- D. Any un-used License Metrics remaining upon expiry of any period are non-refundable and may not be carried forward for use in any subsequent periods.
- 8. EXHIBITS.** The following Exhibits are attached to this Product Schedule and are expressly made a part of this Product Schedule and incorporated as though fully set forth herein to further define the obligations, rights and requirements of Bottomline and Customer related to Financial Messaging.
- A. **EXHIBIT A – Description of Services**
 - B. **EXHIBIT B – Confirmation of Payee Subscription Service**
 - C. **EXHIBIT C – CSP Subscription Service**
 - D. **EXHIBIT D – Direct FPS Subscription Service**
- 9. ORDER OF PRECEDENCE.** In the event of any conflict between the provisions of this Product Schedule and the Agreement, this Product Schedule shall control for purposes of Financial Messaging.

EXHIBIT A
FINANCIAL MESSAGING DESCRIPTION OF SERVICES

This Exhibit A shall apply and supplement the Product Schedule where the Customer procures any Bottomline Financial Messaging products and services, as indicated on an Order Form.

- 1. DEFINITIONS.** For the purposes of this Exhibit A the following words and phrases shall have the following meanings:
 - A. **“BIC”** means Bank Identifier Code, which is a unique code identifying the Customer on the SWIFT network;
 - B. **“Distinguished Name”** means a unique identifier code following X.500 notation on the SWIFT network;
 - C. **“End User”** means any individual, third party company, legally constituted public body or financial institution that is a client of either the Customer;

- 2. LICENSE AND USE.**
 - A. If provisioned within an Order Form, Bottomline shall host the Customer’s SWIFT BIC(s) and/or Distinguished Name(s) within Bottomline Infrastructure and shall provide the Customer with connectivity to the SWIFT network in accordance with the Order Form and the SLA.
 - B. The Customer shall provide Bottomline in writing with the names and contact details of at least two (2) Customer administrators who are authorized to approve security and change requests on behalf of the Customer, stating their level of authority in respect of such approvals. This list will also include the contacts required if Bottomline needs to invoke disaster procedures and appropriate replacements or escalation path if the usual contacts are unavailable.
 - C. If the support level is not stated in an Order Form, then the Customer will be deemed to be on ‘Standard’ support level.

EXHIBIT B
CONFIRMATION OF PAYEE SUBSCRIPTION SERVICE

This Exhibit B shall apply and supplement the Financial Messaging Product Schedule where the Customer procures Confirmation of Payee Subscription Services, as indicated on an Order Form.

1. DEFINITIONS. For the purposes of this Exhibit B, the following words and phrases shall have the following meanings:

- A. **“COP”** means Confirmation of Payee;
- B. **“COP Participant”** means an organization that is taking part in the Pay.UK Confirmation of Payee services as an accredited member;
- C. **“COP Request”** means the set of data (including but not limited to bank sort code, bank account number, bank name, payment card number (or other secondary reference data)) submitted by the Customer to Bottomline for processing via the Confirmation of Payee Subscription Service; and
- D. **“COP Response”** means the response received by Bottomline confirming that a COP Request, is a match, a close match, or does not match.

2. SERVICE LEVEL FOR CONFIRMATION OF PAYEE SUBSCRIPTION SERVICES

Notwithstanding anything to the contrary in the Agreement, Bottomline shall support Confirmation of Payee Subscription Services at the Platinum level specified in the SLA, irrespective of the support level to which the Customer has subscribed for other Subscription Services.

3. GENERAL.

- A. Where a COP Response contains payment card data Bottomline warrants that Bottomline is compliant and shall maintain compliance with the Payment Card Industry Data Security Standard (“PCI-DSS”).
- B. **DISCLAIMER.** BOTTOMLINE DOES NOT WARRANT, REPRESENT OR GIVE ANY GUARANTEE OR COMMITMENT THAT THE COP RESPONSE OBTAINED FROM THE CONFIRMATION OF PAYEE SUBSCRIPTION SERVICES THROUGH USE OF CONFIRMATION OF PAYEE WILL BE ACCURATE OR COMPLETE OR MEET THE CUSTOMER'S REQUIREMENTS. THE CUSTOMER ACKNOWLEDGES THAT THE ACCURACY AND COMPLETENESS OF THE CONFIRMATION OF PAYEE SUBSCRIPTION SERVICE IS DEPENDENT UPON THE ACCURACY AND COMPLETENESS OF THE DATA PROVIDED TO BOTTOMLINE BY THE CUSTOMER AND THE DATA AND SERVICE PROVIDED BY THE COP PARTICIPANT.

EXHIBIT C
CSP SUBSCRIPTION SERVICE

This Exhibit C shall apply and supplement the Financial Messaging Product Schedule where the Customer procures any CSP Subscription Service, as indicated on an Order Form.

1. DEFINITIONS. For the purposes of this Exhibit C the following words and phrases shall have the following meanings:

- A. **“CSP Subscription Services”** means the Software and/or consulting and other services provided to assist the Customer in its compliance with the SWIFT Customer Security Program.

2. SERVICE LEVEL FOR CSP SUBSCRIPTION SERVICES

Notwithstanding anything to the contrary in the Agreement, including the Financial Messaging Product Schedule, SLAs do not apply to the CSP Subscription Services.

3. TERMINATION OF CSP SUBSCRIPTION SERVICES

- A. Without prejudice to any other remedies which the parties may otherwise have, the parties shall be entitled to terminate any Order Form(s) for CSP Subscription Services by written notice to the other as follows: (i) Customer by written notice to Bottomline to the following e-mail addresses: emeacontractnotice@bottomline.com and contracts@bottomline.com at any time (including during the Initial Term and/or Renewal Period), or (ii) Bottomline by written notice to the Customer at any time;
- B. In the event that an Order Form is terminated by the Customer in accordance with this clause section 2 then Bottomline shall refund the Customer for any prepaid annual CSP Subscription Services received by Bottomline for periods extending beyond the date of termination; and
- C. In the event that any Order Form(s) for CSP Subscription Services is terminated for any reason, the Customer shall cease all production use of the CSP Subscription Services from the date of termination and thereafter shall have ninety (90) days to retrieve its data.

EXHIBIT D
DIRECT FPS SUBSCRIPTION SERVICE

This Exhibit D shall apply and supplement the Financial Messaging Product Schedule where the Customer procures Direct FPS Subscription Services, as indicated on an Order Form.

1. **DEFINITIONS.** For the purposes of this Exhibit D, the following words and phrases shall have the following meanings:
 - A. **“Direct FPS Subscription Service”** means the FPS connectivity service provided by Bottomline, acting as an aggregator, to the Customer for the purposes of managing the Customer’s payments and data flows in connection with its membership of the FPS operated by FPSL. For the purposes of interpreting the Agreement, the Direct FPS Service is a Subscription Service, irrespective of whether specified as such on the Order Form;
 - B. **“FPID”** means the unique identifier assigned to an individual service execution or payment instruction attempted or executed using the FPS as moderated by the FPS CI;
 - C. **“FPS” (“Faster Payments Scheme”)** means the UK Faster Payment Scheme as released by FPSL from time to time;
 - D. **“FPS CI”** means the FPS central infrastructure managed by Vocalink on behalf of FPSL;
 - E. **“FPS Direct Agency”** means a PNP which is authorized by FPSL to connect directly into the FPS CI, whereby the applicable FPS Direct Agency Sponsor Member will perform Bank of England settlement on behalf of the PNP;
 - F. **“FPS Direct Agency Sponsor Member”** means a directly connected member of FPS which performs its own settlement at the Bank of England, and which offers sponsorship to a payment service provider to enable it to be an FPS Direct Agency;
 - G. **“FPS Participant”** means an FPS direct connected member participant (DCMP) or directly connected non settlement participant (DCNSP) of the FPS using the Customer to effect settlement of FPS transactions; and
 - H. **“Transaction”** means an individual service execution or payment instruction attempted or executed using the FPS and assigned an FPID.
2. **DESCRIPTION OF SERVICES.** The measurement of a payment message for the Direct FPS Subscription Service shall be in accordance with the following:
 - A. A Transaction may comprise payment types including single immediate payments, standing orders, forward-dated payments, return payments and scheme return payments. A Transaction is executed by the exchange of messages between parties participating in the transaction, typically in the form of one or more request-response pairs orchestrated by the FPS CI; and
 - B. The fulfilment of a Transaction may require multiple message exchanges between the parties as defined by the functional and external interface specifications. The Transaction may have a successful or unsuccessful outcome, and in the latter case reversal message requests and responses may be required to nullify the intermediate effect of the Transaction. A Transaction may have to be sent multiple times if the intended recipient does not at first receive it as defined by the protocol. For the avoidance of doubt, all underlying messages carrying the same FPID and for the same FPS Participant are counted as a single Transaction.

3. SERVICE LEVEL FOR DIRECT FPS SUBSCRIPTION SERVICE.

Bottomline shall provide support to the Customer at Platinum level (as defined in the SLA) and in accordance with the following:

Priority Table – Direct FPS Subscription Service

Priority	Level	Incident Criteria	Response Time	Resolution Target
1	Critical	(a) Production environment down. (b) Service is unavailable to all users on a continuous or near continuous basis. (c) Incident causes a severe impact on business operations of Customer. (d) Performance severely degraded on production. (e) Production processing deadlines are impacted or threatened. (f) Incident impacts processing of FPS Single Immediate Payments.	15 Minutes; Keep Customer updated on status of the incident and its resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer.	The Company will continue to work on the incident until it is resolved or a workaround is provided and will use reasonable endeavors to provide a resolution within 30 minutes.
2	High	(a) Service is unavailable to several but not all users on a continuous or near continuous or intermittent basis. (b) One or more key tasks are disabled for all users. (c) Incident causes a significant impact on business operations.	30 Minutes; Keep Customer updated on status of the Incident and its resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer.	The Company will use reasonable endeavors to provide a suitable resolution within 1 (one) hour.
3	Low	(a) Service is unavailable to a single user. (b) Incident causes a minor impact on business operations of Customer. (c) Workaround may be available (d) Incident causes little or no impact on production environment or business operations of Customer. (e) Incident impacts the test system	2 (two) business days Keep Customer updated on status of the Incident and its resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer.	The Company will use reasonable endeavors to provide a resolution and/or permanent fix within a period agreed on a case-by-case basis.

4. SERVICE LEVEL FOR DIRECT FPS SUBSCRIPTION SERVICE.

To the extent any Order Form(s) includes Direct FPS Subscription Service, Bottomline shall comply with the requirements published from time to time by FPSL for aggregators of the FPS. Bottomline reserves the right to make any necessary changes, in the course of normal business, including without limitation changes to the published message formats.