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Software Support Agreement – Payments Software

This Software Support Agreement sets out the terms upon which the Company agrees to provide the Software Support described herein and is subject to the Company's current Standard Terms and Conditions. In the event of a conflict between this Software Support Agreement and the Company's Standard Terms and Conditions, this Software Support Agreement shall govern and control.

Definitions
The following words shall have these meanings ascribed to them respectively as follows. All other specific terms used herein shall have the meanings ascribed to them in the Company's Standard Terms and Conditions.

"Incident" means each individual communication received by the Support Centre in respect of a Software error, issue or technical question related to the licensed Software.

"SLA" means the service level guidelines set out in the Clause 13.

"SSA" means this Software Support Agreement.

"Software" means the software products licensed under the Standard Terms and Conditions and described in the Order Agreement.

"Software Support" means those services defined in this SSA.

"Support Centre" means the dedicated Company personnel and resources tasked with the receipt, logging and resolution or work around for Incidents.

"Updates" means error corrections and maintenance releases to the Software which are made available subject to availability in the ordinary course of the Company's business.

"Upgrades" means Software enhancements that may accomplish incidental, structural, functional and/or performance improvements which are made available subject to availability in the ordinary course of the Company's business.

1. General
1.1 All amendments and variations to this SSA shall not be valid unless agreed in writing by a duly authorised representative of the Company.

2. Price
2.1 Pricing for Software Support will be charged at the Company's then current rate calculated as a percentage of the current list price of the Software. In the event that any discount is offered against Software Support, this discount shall apply to the first year of Software Support only; thereafter all Software Support will be billed at the Company's then current rate.

2.2 Prices are subject to annual alteration and shall be at the Company's standard rates in effect at the commencement of the annual period for which the Customer is acquiring Software Support.

3. Payment
3.1 Any monies payable under this agreement are payable in advance, are non-refundable and remain due despite any suspension of services as a result of the customer's failure to perform any of its obligations hereunder.

4. Customers Obligations
4.1 In addition to the Customer's obligations under the Standard Terms and Conditions the Customer acknowledges and agrees that in the event that Software Support is terminated or lapses for any reason, then prior to supporting any affected Company software under this SSA, the Company reserves the right at its sole option to: (a) require an on-site inspection and/or re-installation/reconfiguration of such software, to be chargeable at its then current applicable rates; and (b) either charge Software Support fees for the lapsed support period, or offer to the Customer a new Software licence for a supported Software version at it then applicable rates; or (c) to refuse support.

5. Software Support
5.1 In respect of the Software specified in the Order Agreement the Company will provide Software Support in accordance with the terms of this SSA.

5.2 The Company will use its reasonable endeavours to respond to Incidents in accordance with Clauses 12 and 13 of this SSA and where applicable to provide error corrections to the object code of the Software as may be made available in the ordinary course of the Company's business.

5.3 Software Support will not include services in respect of any defects or errors resulting from modifications of the Software made by any person other than the Company, from any fault in any software other than Software supplied by the Company under this contract, any error or fault caused by the use of any hardware or software not supplied by the Company, for any reason due to the default of the Customer or its employees or agents.

5.4 Software Support includes for no additional charge, new Upgrades and Updates, but specifically excludes operating system platform changes, new products, functionality modules and Upgrades or Updates which contain significant new or additional functionality and are separately priced and licensed by the Company in the ordinary course of its business.

5.5 Software Support does not include document enhancement services, template changes, digitising services and onsite consulting, software install or training services. However such services are available at the Company's applicable rates from time to time.

5.6 The Company shall endeavour to provide Software Support in respect of the most current Upgrade and the one immediately prior Upgrade of the Software. If the Customer discontinues Software Support, additional fees may be required in accordance with Clause 4.1 prior to recommencing Software Support.

5.7 The Company will not provide support for, or the links to, (but not limited to) Adobe, mail servers, print servers, print devices (unless supplied by the Company), print drivers, operating system, network databases, accountancy systems.

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5.8 Software Support does not include on-site services. Subject to Clause 5.6 on-site services will be made available at the request of the Customer, at then current applicable rates and will be provided on a reasonable endeavour basis, allocated by priority and severity. On-site services will not be charged for if it can be proved that the Incident was caused by failure of the Software, or its configuration/implementation by Company personnel. For the avoidance of doubt this excludes, but is not limited to:

5.8.1 non Company personnel configuring or moving the Software without Company supervision

5.8.2 changes to the Customer technical environment or other external technical changes, such that it affects the performance of the Software

5.8.3 changes to Customer host data or externally provided system or data.

6. Duration
6.1 This agreement shall continue in force for one year and thereafter renew automatically year to year, unless terminated at the expiry of any annual period by either party giving to the other not less than 90 days prior written notice to that effect.

7. Software Support Process
7.1 The Support Centre provides advice and technical support to all customers with a current Software Support Agreement.

7.2 Any customers without a current Software Support Agreement may be provided with telephone support at a cost of £500+VAT for a 24 hour period beginning from receipt of a valid purchase order and subject to Clause 5.6.

7.3 Contacts & Operating Times

Type	Contact Method	Operating Hours	Time Zone
Customer Support	Customer Support Portal - http://www.bottomline.co.uk/ Phone: 0870 0818250	08:00-17:30 Monday - Thursday 08:00-17:00 Friday (excluding UK Public holidays)	UK
Out of Hrs Support (only available for Priority 1 BACS related Incidents)	Phone: 0870 0818250	17:30-22:30 Monday - Thursday 17:00-22:30 Friday	UK

7.4 Customer Duties and Responsibilities

7.4.1 Business Impact: Customer is required to give a full disclosure of the impact of a reported Incident on Customer's production environment at the time of the initial report of the Incident. This information directly impacts the initial priority ranking given by the Company to the Incident and helps Company personnel to better allocate support resources.

7.4.2 Replication: Prior to reporting an Incident to the Support Centre, Customer is required (where possible) to replicate the Incident and reduce it to its simplest point of failure. If Support Centre receives Incidents that have not been reduced to their simplest point of failure, the Support Centre may return the Incident to the Customer for further analysis to avoid response times becoming significantly extended.

7.4.3 Minimum Required Information to Report an Incident: Prior to the Customer contacting the Support Centre to report an Incident, Customer must first assemble a step by step documented Incident summary that provides a full description of the Incident, including error messages and an accurate description of Customer activity at the time an Incident occurred.

Customer may also be required at the Support Centre's discretion to provide some or all of the following additional information. Failure to do so when requested may delay the progress and timely resolution of the Incident.

(i) Documented list of all Software versions, service packs and patches; and any third party software involved, including operating systems.

(ii) Test data used.

(iii) Details of recent change activity prior to the Incident.

(iv) Incident replication method which is proven as repeatable.

(v) Data sample.

(vi) Establish if the Customer system and/or Software have ever functioned correctly, and document the changes that have occurred since correct functionality.

(vii) For document related Software products, establish if it is a Software or project related Incident, if project related establish who wrote the project.

(viii) All Software logs (including data dumps where appropriate).

(ix) Review operating system event logs to assess the overall health of the Customer system.

(x) Look at Software release notes for identified bugs and fixes.

7.4.4 These minimum requirements are not exhaustive and may be amended to from time to time and all documentation and communications must be reported in English. This information and material is to be prepared prior to contacting the Support Centre.

7.4.5 The Company reserves the right to redirect calls failing to meet the above criteria to Customer technical personnel.

7.4.6 Customer will ensure that Customer personnel reporting Incidents to the Support Centre are reasonably trained and conversant with the Software.

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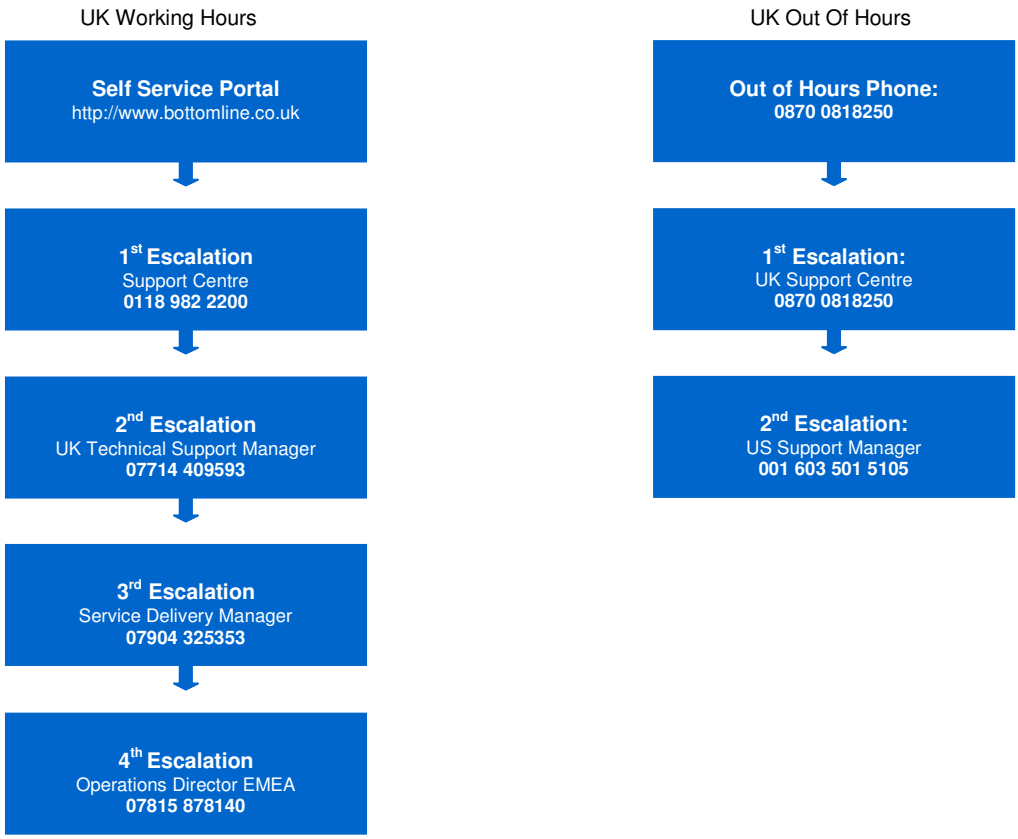
8. Incident Reporting
8.1 By Telephone: The Support Centre will endeavour to provide a solution by telephone. Where an Incident requires further investigation, the Support Centre may request copies of data, configuration files, screen shots of errors, database backups and other information to enable the Incident to be replicated, so that a solution may be found.

8.2 Enterprise Self Service Portal: When an Incident is reported via the Self Service Portal the Customer has the ability to prioritise the Incident, this priority is based on the Incident Priority Criteria in accordance with Clause 12. below. Once the call is submitted the client will be allocated an Incident reference number and the Incident is despatched to the Support Centre.

9. Remote Support
9.1 The standard remote support connection is via Webex. Though Webex is the preferred connection for remote support, the Company can accommodate most other remote support connection methods and these will be considered on a case by case basis and may be accepted at the Company's sole option. For example: Checkpoint Secure Remote, CISCO VPN, NetMeeting, Site to Site VPN Connection.

10. Support for On-going Software Implementation
Software solutions that are still in the implementation phase will be supported by the implementation team unless otherwise agreed. All new Software solutions are handed from implementation to the Support Centre following completion of all stages of implementation and subject to a valid Software Support Agreement.

11. Escalation Route
All support issues should be raised through the Enterprise Self Service Portal. In case of difficulties please follow the escalation route shown below:



12. Incident Priority Criteria
All Incidents will be classified upon receipt as one of the following Priority levels, dependant upon the impact and scope of the Incident on the Customers business.

12.1 Priority 1 – Incidents that prevent live payments or debits being processed including BACS, Cheques, and Company outsourced payment service.

12.2 Priority 2 - Incidents that prevent notification or updating of systems but do not prevent payments processing including processing of BACS and bank returns data, outsourced services returns data, fax notifications and email notifications of outgoing orders and remittances.

12.3 Priority 3 – Incidents relating to non production environments including Customer test environments, cosmetic failures and change requests, incorrect information appearing on documents and noncritical Equipment issues.

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13. SLA

The SLA response times specified herein by Incident Priority level are guidelines only and commence from when an Incident is logged with the Support Centre and an incident reference number is given to the Customer.

13.1 For Priority 1 - Incidents placed into the Support queue will be acknowledged by the Support Team within 1 hour. Customer will be updated with a plan for resolution within 1 hour thereafter if the Incident has not already been resolved.

13.2 For Priority 2 - Incidents placed into the Support queue will be acknowledged by the Support Team within 1 hour. Customer will be updated with a plan for resolution within 3 hours thereafter if the Incident has not already been resolved.

13.3 For Priority 3 - Incidents placed into the Support queue will be acknowledged by the Support Team within 2 hours. Customer will be updated with a plan for resolution within 6 hours thereafter if the Incident has not already been resolved.

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