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Financial Messaging Service - Services Support Agreement – "Premier Plus"

This Services Support Agreement sets out the terms upon which the Company agrees to provide "**Premier Plus**" Financial Messaging Service Support described and defined herein, and where specified in a valid Order Agreement; and is subject to the Company's current Standard Terms and Conditions - Financial Messaging Service. In the event of a conflict between this Services Support Agreement and the Company's Standard Terms and Conditions - Financial Messaging Service, this Services Support Agreement shall govern and control.

Definitions

The following words shall have those meanings ascribed to them respectively. All other specific terms used herein shall have the meanings ascribed to them in the Company's Standard Terms and Conditions - Financial Messaging Service.

"Disaster Recovery Site" means an alternative site equipped to support delivery of the Subscription Services in the event of loss in full or part of normal Financial Messaging Service Delivery, as may be notified to the Company by the Customer.

"Incident" means each individual communication received by the Support Centre in respect of a Financial Messaging Service error, issue or technical question related to the Subscription Services.

"RMA" means the SWIFT Relationship Management Application service used to control the exchange of message traffic between correspondents.

"SSA" means this Services Support Agreement.

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

"Service Request" means a request from the Customer for information or advice and for a change to or additional access to the Subscription Services for which additional charges may apply.

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. Services Support

2.1 In respect of the Subscription Services specified in the Order Agreement the Company will provide Services Support in accordance with the terms of this SSA.

2.2 Services Support does not include services to enhance Subscription Services, Infrastructure Services, template changes, digitising services, onsite consulting, software installation or training services. However such services are available at the Company's applicable rates from time to time.

2.3 The Company will not provide support for any external systems, network, servers or software (including web browsers) outside of the Company's control.

2.4 In accordance with clause 3 of the SLA, the Company shall on a three (3) monthly basis provide to the Customer a report by e-mail, detailing Financial Messaging Service availability and the extent to which the SLA has been met; and in addition shall on request provide to the Customer a Financial Messaging Service analysis report on a quarterly basis.

2.5 The Company shall subject to scope and impact assessment on a case by case basis, provide up to eight (8) Service Requests per month (not to exceed a cumulative total for all such Service Requests of eight (8) hours effort per month) during Support Hours and at no additional charge to the Customer, where such Service Requests would have been chargeable events in the ordinary course of the Company's business.

2.6 The Company shall upon request and by mutual agreement as to time and date, at no additional charge to the Customer provide: i) planning and scoping advice (not to exceed four (4) hours of effort per annum); and ii) support (not to exceed four (4) hours of effort per annum); in respect of the Customer's disaster recovery testing in connection with the Subscription Services.

2.7 Upon written notice from the Company as to time and date, the Customer shall be entitled to participate in and observe the Company's disaster recovery testing in respect of the Financial Messaging Service.

2.8 The Company shall make its Financial Messaging Service test system available to the Customer at pre-defined times and dates which shall be published on the Company's web site at: www.bottomline.co.uk/swift, for the purposes of testing mandatory changes made by the Company to the Company Infrastructure, including but not limited to, SWIFT message standards, implementation projects and version upgrades. In connection therewith the Company shall provide to the Customer planning and scoping advice (not to exceed four (4) hours of effort per annum) in connection with the Customer's testing of such mandatory changes.

2.9 If the Subscription Services includes provision to the customer of connectivity to the SWIFT network, the Company shall administer RMA on behalf of the Customer (including exchange of message traffic between correspondents outside of RMA) and upon request shall provide a quarterly RMA enablement report to the Customer.

2.10 Where specified in the applicable Order Agreement, the Company shall provide day to day administration of Customer users in accordance with the Company's standard user request and authorisation process or a bespoke Customer user request and authorisation process (subject to agreement on scope) and subject to the Customer: defining its own user profiles. The Company shall on request provide quarterly user reports to the Customer.

2.11 In the event that a Priority Level one (1) Incident cannot be resolved by telephone or email in accordance with the relevant service level specified in clause 4 below, then the Company shall procure that a suitably skilled Company representative provides specific remote support to the Customer as soon reasonably practicable.

2.12 In the event that a Priority Level one (1) Incident cannot be resolved in accordance with sub-clause 2.11 above, then the Company may, at its discretion, arrange for a suitably skilled Company representative to attend the Customer's premises as soon as reasonably practicable thereafter, subject to mutual agreement between the parties and payment by the Customer of any reasonable related travel and subsistence expenses.

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2.13The Company shall upon request and by mutual agreement as to time and date, provide to the Customer at no additional charge, either one (1) day of on-site Financial Messaging Service training, or two (2) half day Webex Financial Messaging Service training sessions.

3. Duration

3.1 This SSA shall continue in force for the period during which the Subscription Services are provided in accordance with the Agreement.

4. Services Support Process

4.1 The Support Centre provides advice and technical support to all customers with a current Financial Messaging Service Agreement.

4.2 Contacts & Service Support Hours

Type	Contact Method	Support Hours	Time Zone
Customer Support	(1) Customer Support Portal- http://www.bottomline.co.uk/support (2) Phone +44 (0) 870 733 4210 Fax +44(0) 870 733 4211 **All Priority 1 Incidents will be responded to outside of Support Hours in accordance with clause 5.4 below, provided that they are logged by telephone.**	07.00-18:00 Monday Friday (excluding UK Public holidays) 09.00-17.00 UK Public Holidays	UK

4.3 Customer Duties and Responsibilities

4.3.1 Business Impact: Customer is required to give a full disclosure of the impact of a reported Incident on Customer 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 the Company personnel to better allocate support resources.

4.3.2 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.

4.3.3 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.

4.3.4 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) Test data used.

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

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

(iv) Data sample.

(v) Establish if the Customer system and/or Subscription Services have ever functioned correctly, and document changes that have occurred since correct function.

4.3.5 These minimum requirements are not exhaustive and may be appended 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.

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

4.3.7 Customer will ensure that Customer personnel reporting Incidents to the Support Centre are reasonably trained and conversant with the Subscription Services.

5. Incident Reporting

5.1 Services Support shall be provided in accordance with the following:

5.2 The Company will log all Service Requests and Incidents placed with the Service Desk and provide a unique identifier number to Customer.

5.3 The Company shall use reasonable endeavours to respond to all Service Requests and Incidents during Service Support Hours and in accordance with the Priority Level Table shown below and in the case of Service Requests subject to accurate completion and execution by an authorised signatory of the appropriate Company request form by Customer; and

5.4 The Company shall use reasonable endeavours to respond to all Priority Level one (1) Service Requests and Incidents outside of Support Hours on a twenty-four (24) hours a day, Monday to Sunday basis, within one (1) hour of the call being logged.

5.5 The Company will use commercially reasonable endeavours to respond and resolve, or to provide a work around in respect of each Service Request and/or Incident reported by Customer to the Service Desk during the Service Support Hours in accordance with the Service Levels set out below:

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Priority Table

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.	**1 (one) hour**; 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 endeavours to provide a resolution within **two (2) hours.**
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.	**2 (two) hours**; 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 endeavours to provide a suitable resolution within 4 (four) hours
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 endeavours to provide a resolution and/or permanent fix within a period agreed on a case by case basis.

6. Escalation Route

All Incidents and Service Requests shall be raised through the web site portal. In case of difficulties the Customer may follow the escalation route shown in the Service Desk guide available on the portal.

7. Financial Messaging Service Contingency

In the event of disruption to the Financial Messaging Service the Company shall use all reasonable endeavours to resolve such disruption, subject to the Customer having implemented connectivity to the Disaster Recovery Site, according to the service category, in accordance with the service levels provided in the Service Desk guide available from the Company's web site support portal.

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