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SWIFT Access Service - Services Support Agreement – "Foundation"

This Services Support Agreement sets out the terms upon which the Company agrees to provide "**Foundation**" SWIFT Access 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 - SWIFT Access Service. In the event of a conflict between this Services Support Agreement and the Company's Standard Terms and Conditions - SWIFT Access 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 - SWIFT Access 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 SWIFT Access 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 SWIFT Access 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 an annual basis provide to the Customer a report by e-mail, detailing SWIFT Access Service availability and the extent to which the SLA has been met.

2.5 The Company shall subject to scope and impact assessment on a case by case basis, provide one (1) Service Requests per month (not to exceed a cumulative total for such Service Request of one (1) hour effort per month) during Support Hours and at no additional charge to the Customer, where such Service Request would have been a chargeable event in the ordinary course of the Company's business.

2.6 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 SWIFT Access Service.

2.7 The Company shall make its SWIFT Access Service test System available to the Customer: i) at pre-defined times and dates which shall be published on the Company's web site at: www.bottomline.co.uk/swift, in respect of mandatory changes including but not limited to, SWIFT message standards, implementation projects and version upgrades.

2.8 The Customer shall be solely responsible for all RMA administration (including exchange of message traffic between correspondents outside of RMA).

2.9 The Customer shall be solely responsible for day to day administration of Customer users in accordance with the Company's standard user request and authorisation process and subject to the Customer: i) using the Company's standard user naming convention; and ii) defining its own user profiles.

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 SWIFT Access 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	07.00-18:00 Monday Friday (excluding UK Public holidays)	UK

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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 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:

Priority Table

Priority	Level	Incident Criteria	Response Time	Resolution Target
1	High	(a) Production environment down. Service is unavailable to all users on a continuous or near continuous basis. (b) Problem causes a severe impact on business operations of Customer. (c) Performance severely degraded. Incident management module unavailable to the majority of users. Production is impacted. (d) Service is unavailable to several users on a continuous or near continuous or intermittent basis. (e) One or more key tasks are disabled for all users. (f) Problem causes a significant impact on business operations.	**1 (one) hour**; keep Customer updated on status of the problem and resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer .	The Company will continue to work on the problem until it is resolved or a workaround is provided and will use reasonable endeavours to provide a correction within **two (2) hours**.

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2	Medium	Service is unavailable to a single user. Problem causes a minor impact on business operations of Customer. Workaround may be available	**2 (two) hours**; keep Customer updated on status of the problem and resolution as reasonably practicable under the circumstances or otherwise as reasonably requested by Customer	The Company will use reasonable endeavours to provide: (i) a suitable workaround within 4 (four) hours ii) a correction within **1 (one) business day**.
3	Low	Causes little or no impact on production environment or business operations of Customer.	**1 (One) business day**	The Company will use reasonable endeavours to resolve problem or provide workaround within **20 (twenty) business days**.

6. Escalation Route

6.1 All Incidents and Service Requests should be raised through the web site portal. In case of difficulties please follow the escalation route shown below:

UK Working Hours



7. SWIFT Access Service Contingency

7.1 SWIFT Access Service Contingency during Service Support Hours:

7.1.1in the event of disruption to the SWIFT Access Service during the Service Support Hours, the Company shall use all reasonable endeavours to resolve such disruption in accordance with the following service levels:

7.1.1.1 the Company shall use reasonable endeavours to provide the SWIFT Access Service through the resilient and redundant Company Infrastructure components not later than fifteen (15) minutes after the disruption to the SWIFT Access Service is reported by Customer to the Company (where the interruption has a major impact for Customer);

7.1.1.2 where the Company has failed to resolve the disruption to the SWIFT Access Service in accordance with clause 8.1.1 above and save in the event that, in the Company's sole opinion, resolution of the disruption is likely to be made within the following one hundred and twenty (120) minutes, the Company shall commence preparation to switch the provision of the SWIFT Access Service to the Disaster Recovery Site no later than 30 (thirty) minutes after the disruption to the SWIFT Access Service is reported by Customer to the Company;

7.1.1.3 where the Company has failed to resolve the disruption to the SWIFT Access Service, the Company will activate the infrastructure at the Disaster Recovery Site not later than 90 (ninety) minutes after the Company starts to prepare to switch over to the Disaster Recovery Site;

7.1.1.4 the Company will resume the provision of the SWIFT Access Service at the Disaster Recovery Site not later than one hundred and twenty (120) minutes after the Company starts to prepare to switch over to the Disaster Recovery Site.

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7.1.1.5 the Company will implement the disaster recovery policy which provides for a separate, remote environment and a "warm standby" service. Production operations will be switched to this environment in the event of a prolonged SWIFT Access Service interruption and will require Customer to re-connect to the Disaster Recovery environment.

7.2 SWIFT Access Service Contingency outside of Service Support Hours:

7.2.1 In the event of disruption to the SWIFT Access Service outside the Support Service Operating Hours, the Company shall use all reasonable endeavours to resolve such disruption in accordance with the following Service Levels:

7.2.1.1 the Company shall use reasonable endeavours to provide the SWIFT Access Service through the resilient and redundant Company Infrastructure components not later than one hundred and thirty-five (135) minutes after the disruption to the SWIFT Access Service is reported by Customer to the Company (where the interruption has a major impact for Customer);

7.2.1.2 where the Company has failed to resolve the disruption to the Company Service in accordance with clause 7.2.1.1 the Company shall: (i) commence preparation to switch the provision of the SWIFT Access Service to the Disaster Recovery Site no later than one hundred and fifty (150) minutes after the disruption to the SWIFT Access Service is reported by Customer to the Company;

7.2.1.3 where the Company has failed to resolve the disruption to the SWIFT Access Service, the Company will activate the infrastructure at the Disaster Recovery Site not later than two hundred and ten (210) minutes after the Company starts to prepare to switch over to the Disaster Recovery Site;

7.2.1.4 the Company will resume the provision of the SWIFT Access Service at the Disaster Recovery Site not later than two hundred and forty (240) minutes after the Company starts to prepare to switch over to the Disaster Recovery Site.

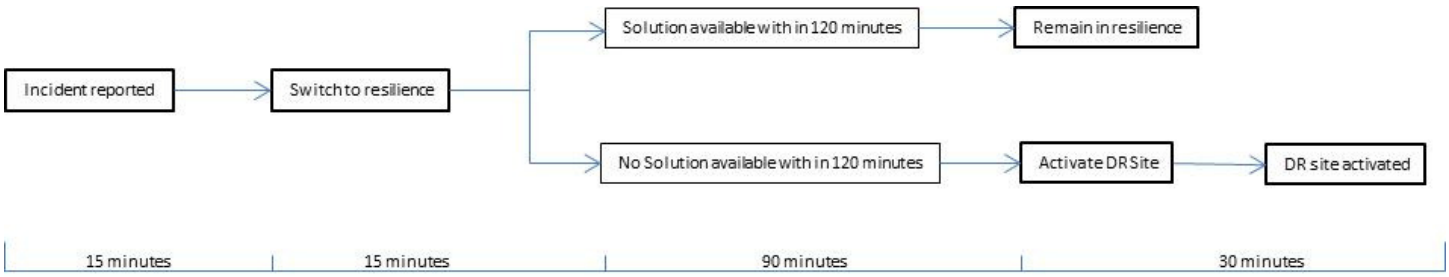
7.3 Loss of connectivity:

7.3.1 In the event of disruption to the connectivity to SWIFT Access Service during the Services Support Operating Hours, the Company shall use reasonable endeavours to resolve such disruption as follows:

7.3.1.1 monitor connectivity to the SWIFT Access Service and alert Customer of failures in connectivity;

7.3.1.2 procure that Customer is able to use the SWIFT Access Service by the alternate connection if specified in the Order Agreement;

7.3.1.3 the Company shall use reasonable endeavours to make available a suitably skilled contact person who has knowledge of Customer's site and the implementation and use of SWIFT Access Service where applicable to Customer, who shall assist in locating the cause of the disruption.



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