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Customer Licence Agreement – PT-X®

Definitions

Where the following words are utilised in these Standard Terms and Conditions they shall have these meanings ascribed to them respectively as follows:

"Agreement" means these Standard Terms and Conditions.

"Applicant(s) means an End User who has applied to the Customer for either registration, submission or application to a PT-X service, via the Subscription Services.

"Authorised User" means a Customer employee that the Customer has authorised to access and use the Subscription Services and who is trained on the Customer's obligations under the terms and conditions of this Agreement with respect to such access and use of the Subscription Services.

"Bacs" for the purposes of this Agreement means Vocalink Limited (registered company number 06119048).

"BBAN" means a Basic Bank Account Number comprising as a minimum national account number and bank/branch identifier up to thirty (30) alphanumeric characters in length.

"Company" means Bottomline Technologies Limited whose registered offices are at 115 Chatham Street, Reading RG1 7JX.

"Credit(s)" means a unit(s) used in performing Validation, Card Validation, International Validation and/or Verification Searches, as specified in clause 7.8.1.

"Card Validation" means a single Search via a Subscription Service using one (1) Credit to confirm that a single credit or debit card Issuer Identification Number should exist.

"Customer" means the legal entity (i.e. registered company, or legally constituted public body or financial institution) specified in the Order Agreement.

"Customer Group Company(ies)" means any company belonging to the same group of companies to which the Customer belongs, where such company controls, is controlled by, or is under common control with the Customer (where "control" means having more than fifty percent (50%) voting securities in a company). For the avoidance of doubt joint ventures, partnerships and any other third parties are specifically excluded under this definition.

"Data" means all Customer data (including but not limited to End User names, bank account numbers and sort codes, but specifically excluding any data contained in a Document) in whatever form uploaded to the Subscription Services.

"Document" means all Customer document files (and all data contained therein), including but not limited to invoices, remittances and cheques, in whatever form (including a document created by the Subscription Services from Data and a Template) uploaded to the Subscription Services.

"End User(s)" means any individual, third party company, legally constituted public body or financial institution that is a client of either the Customer or a Customer Group Company.

"End User Agreement (EUA)" collectively means the Order Agreement (including subsequent Order Agreements) and this Agreement (including the Professional Services Agreement referenced in clause 9).

"Equipment" means a smart card reader purchased by the Customer on an Order Agreement.

"Evaluation" means use of the Subscription Services by the Customer for the purposes of making its own assessment as to the suitability of the Subscription Services for its own intended business purposes in a non-production environment.

"IBAN" means an International Bank Account Number comprising a BBAN, a two (2) letter country code and two (2) numeric check digits

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

"Initial Term" means a period of three (3) years, or the shorter period where specified in an Order Agreement, commencing on date of issue of a Subscription Service Key to the Customer.

"Intellectual Property Rights" means proprietary interest, patent rights, copyrights, trademark rights, logos, service mark rights, trade secret rights, know-how, and other similar proprietary rights of any type.

"International Validation" means a single Search via a Subscription Service using either: (i) one (1) Credit to confirm that a single IBAN has the correct structure and format; or (ii) four (4) Credits to:

a) confirm that a single IBAN has the correct structure and format; and that the national account number and branch identifier combination contained therein should exist; or

b) confirm that a single BBAN and country code combination has the correct structure and format; and convert the BBAN to an IBAN; or

c) confirm that a single national country code, account number and bank/branch identifier combination should exist; and convert to an IBAN.

"Issuer Identification Number" means the first six (6) digits of a unique credit or debit card number.

"Named User" means a specific named individual registered to use the Subscription Services, irrespective as to whether such user is logged on to, or actively accessing any or all of the Subscription Services. A Named User license may not be shared by multiple users.

"Order" means the Partner document which specifies the Subscription Service, Professional Services or other service being acquired by the Customer pursuant to this Agreement and the related fees.

"PCI-DSS" means the Payment Card Industry Data Security Standard.

"Professional Services" means those services specified on an Order including but not limited to consultancy, implementation and training, supplied under this EUA.

"PT-X" means the Company's cloud-based service providing payments, collection, document management and other functionality.

"PT-X Server" means a server on which (i) software providing the PT-X Subscription Services to the Customer is run or (ii) any Customer Data is held.

"Search" means a request for data for the purposes of Validation, International Validation, Card Validation and/or Verification.

"SSA" means the Services Support Agreement attached at Schedule 1 hereto.

"Software" means any user interface and/or other software module licensed under this Agreement and provided for download as part of the Subscription Services and/or shipped from the Company's premises, including, but not limited to, any related application programming interfaces, associated media, online or electronic documentation; and any updates that may be made available thereto from time to time.

"Subscription Service(s)" means the online subscription based service(s) (including any integration, set-up, configuration and/or branding) specified in an Order Agreement, and functional enhancements provided in accordance with clause 2.4.

"Subscription Service Key" means an internet address and unique code provided to the Customer to enable access to Subscription Service.

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

"Transaction(s)" means a single credit, debit or AUDDIS instruction issued using the Subscription Services.

"Transmission" means the creation of a single Document instance in the Subscription Services by the Customer irrespective of whether such Document is actually transmitted to an End User or not.

"Template" means a single document configuration provided by the Company to the Customer as a deliverable from Professional Services, for use with the Subscription Service.

"Test" means use of the Subscription Services by the Customer for the purposes of testing for its own intended business purposes in a non-production environment.

"Validation" means a single Search, via a Subscription Service using one (1) Credit to confirm that a single United Kingdom bank account and sort code combination and related bank branch should exist.

"Verification" means a single Search via a Subscription Service using six (6) Credits to confirm that a single United Kingdom bank account and sort code combination definitely exists, is open, matches the account holder's name, a single address and date of birth and belongs to a living person.

1. General

This CUA shall apply to the Customer's purchase of Subscription Services and/or Equipment and/or Software licence and/or Professional Services or other services from the Partner. This CUA shall take precedence and shall apply to the exclusion of all oral representations and all other terms and conditions printed on any purchase order or other document(s) prepared by Customer irrespective of their date. The parties agree that they have not relied upon any other representations, terms or conditions in entering into this Agreement. This CUA states the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. No amendment or modification of this Agreement or the CUA shall be made except in writing and signed by an authorised signatory of each party.

2. Prices

2.1. All prices are exclusive of value added tax and any other applicable taxes or duty. Charges shall be made for any taxes, duties or levies which the Partner is required by law to collect and any withholding tax will be for the Customer's account unless and until such time that Partner is able to reclaim such tax.

2.2. Prices quoted are in Pounds Sterling unless otherwise agreed and stated within the CUA.

2.3. Commencing in year two (2) of this EUA the Partner reserves the right to increase annual Subscription Services fees annually. Such increase shall be by an amount calculated at the percentage change in UK RPI over the twelve (12) month period to February each year as published by the Office for National Statistics, plus three per cent (3%). The resulting annual increase shall not exceed five per cent (5%) in total

3. Invoicing and Payment

3.1 Partner will issue its first invoice upon issue of a Subscription Service Key to the Customer. Where an Order specifies unlimited usage at a specified Transaction and/or Transmission rate the Partner shall collect fees at the specified rate monthly in arrears for Transactions and/or Transmissions used for the duration of this CUA.

3.2 The first year's provision of annual Subscription Services shall commence on issue of a Subscription Service Key to the Customer and the fees shall be invoiced calendar monthly in arrears or annually in advance as applicable. Any initial part month will be invoiced in arrears pro rata to the end of the calendar month. The annual Subscription Services shall be automatically renewed after the Initial Term for further annual periods and charged at the same frequency, unless terminated by either party in accordance with clause 16.2.

3.3 Professional Services shall be charged at the rate(s) specified in an Order and will be invoiced as delivered.

3.4 Where the Customer has:

3.4.1 used all acquired Transactions and/or Transmissions prior to expiry of any then current month, the Partner shall invoice all fees for subsequent Transactions and/or Transmissions monthly in arrears at the per Transaction or Transmission rate specified in an Order until renewal of annual Subscription Services for a further annual period in accordance with clause 3.2 above (or for the preceding month as applicable); and/or

3.4.2 exceeded the permitted number of Applicants prior to expiry of any then current month, the Partner shall invoice all fees for subsequent Applicants monthly in arrears at a per Applicant rate calculated as the monthly or annual fee divided by the permitted number of Applicants specified in an Order until renewal of annual Subscription Services for a further annual period in accordance with clause 3.2 above (or for the preceding month as applicable).

3.5 Payment of all invoices shall be due within thirty (30) days of date of invoice. If payment is delayed for more than thirty (30) days Customer agrees to pay interest at a rate of two per cent (2%) per annum over the Bank of England base rate from the date payment was first due until payment is received in full; and the Partner at its sole option may suspend Subscription Services until full payment is received.

4. Carriage

The dates for delivery of the Subscription Services and any Professional Services are approximate only and time is not of the essence. Neither the Company nor the Partner will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver the Subscription Services. Risk in the Software and Equipment shall pass when it leaves the Company's premises.

5. Ownership

Customer acknowledges that the Subscription Services, Templates and Software are licensed not sold and that all copyrights, patents, trade secrets and other rights, title and interest therein in whole or in part and all copies thereof, are the sole property of the Company or its related entities or third party suppliers. Customer shall gain no right, title or interest in the Subscription Services, Templates or Software by virtue of this CUA other than the non-exclusive right of use granted herein. Without limiting the foregoing, Customer specifically acknowledges Company's exclusive rights to ownership in any copy, modification, translation, enhancement, adaptation, or derivation of the Subscription Services, Templates and/or the Software.

6. Subscription Service Availability

6.1 The Company shall use all reasonable endeavours to make the Subscription Services available between 00.45 – 24.00 hours Monday to Saturday and 07.00 – 24.00 hours on Sundays, exclusive of the time required for planned system enhancements, upgrades, updates, preventative maintenance and unplanned system maintenance for essential or emergency work to maintain availability and/or security of the Subscription Services. The Customer may log Incidents related to Service availability in accordance with the SSA, and the Company will provide support in accordance with the terms of the SSA for the duration of the CUA.

6.2 Where the Customer has acquired "PT-X Bacs Indirect Submission" and/or "PT-X FPS Indirect Submission" as specified in an Order, then related Transactions received from the Customer for same day submission to Bacs via the Subscription Services must be received by the Company no later than 4.15pm each weekday, excluding UK public holidays. Confirmation reports that such Transactions have been received by Bacs should normally be available to be downloaded by Customer directly from the Bacs Payment Schemes Limited website within four (4) hours of submission by the Subscription Services. The Company accepts no liability for the content or availability of such reports, or the Bacs network.

7. Licence and Use

7.1 Subject to the terms and conditions contained in this Agreement and Customer's payment of applicable Subscription Service fees under this CUA, the Company hereby grants to the Customer a non-exclusive, non-transferable, revocable licence without rights to sublicense, for so long as this CUA remains in force for the provision of Subscription Services, to use: (i) the Subscription Services (for the specified number of Named Users where applicable); (ii) Templates; and (iii) the Software; for the purpose as set forth in the applicable Company documentation and according to the licence restrictions set forth in the related Order in accordance with this Clause 7.

7.2 Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Subscription Services, Templates or the Software, except only when and to the limited extent that applicable law expressly permits such activity, irrespective of the limitations contained herein.

7.3 The Subscription Services, Software and Templates are licensed in accordance with this Agreement and the relevant Order and are permitted to be used by the Customer for their day to day business purposes which shall include where required by the Customer the provision of services to Customer Group Companies and/or End Users. Notwithstanding the foregoing the Customer warrants that it shall not permit any direct access to the Subscription Services by any Customer Group Companies or End Users or other third parties.

7.4 Where the Subscription Services and/or Software are licensed for Evaluation and/or Test purposes, then the following shall apply:

7.4.1 Customer shall not make the Subscription Services or Software available to any third party, including End Users; and

7.4.2 the Subscription Services and Software are made available on an "AS IS" basis and the provisions of clauses 8.1.2, 8.1.3, 8.2 (in so far clause 8.2 relates to the warranties provided in clauses 8.1.2 and 8.1.3) and the SSA, shall not apply.

7.5 **Subscription Service Security Requirements -** The Customer shall:

7.5.1 ensure that all devices used by the Customer to access the Subscription Services are placed in a secure location and accessible only by Authorised Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other reasonable security procedures; and

7.5.2 take all necessary measures to prevent unauthorised access to the Subscription Services by any person other than an Authorised User, including, without limitation, limiting the knowledge of Customer security codes, any telephone access number(s) that the Company provides, and any passwords that the Customer may use, to those individuals with a need to know; and

7.5.3 change Customer's user passwords at least every ninety (90) days, or sooner if an Authorised User is no longer responsible for accessing the Subscription Services, or if the Customer suspects an unauthorised person has learned the password, and using all security features in the software and hardware the Customer uses to order or access the Subscription Services; and

7.5.4 The Customer acknowledges that any un-used Transactions and/or Transmissions remaining upon expiry of any month or annual period may not be carried forward for use in a subsequent month or annual or periods and are not refundable.

7.6 **End User Relationship**

Where the Customer is using the Subscription Services to generate Transmissions to an End User, the Customer shall:

7.6.1 keep a record of the details (as specified in clause 7.6.2 below) of each End User's transactional relationship with the Customer in a form that can be promptly produced on request within forty-eight (48) hours of receipt of the request from the Company.

7.6.2 Details of the transactional relationship will include the names of the parties in the relationship, a description of the relationship, the date that the relationship started, how the End User's email address was obtained by the Customer and where known the dates of the first and the most recent Transmission.

7.7 **Data Retention**

7.7.1 The Company shall retain Data and Documents within the Subscription Services infrastructure for as long as it reasonably believes is necessary in connection with the specific Subscription Service; and in any event for a minimum period of: twelve (12) months in respect of Data and six (6) months in respect of Documents, from date that such Data and/or Documents were first uploaded to the Subscription Services. Thereafter the Company reserves the right to delete such Data and/or Documents from the Subscription Services. Any back up of such Data and/or Documents and/or data submitted for processing into a Document using a Template is the sole responsibility of the Customer prior to submission to the Subscription Services; and aside from its obligations under clause 15 the Company shall have no liability to the Customer for loss of such Data, Documents or data submitted for processing into a Document using a Template.

7.7.2 Notwithstanding the provisions of clause 7.7.1 above, where the Customer has acquired PT-X Secure Document Storage on an Order and subject to payment of the related Subscription Services fees all Documents shall be securely stored on the Company's dedicated PT-X Servers commencing from the date of expiry of the mandatory six (6) month period specified in clause 7.7.1 and thereafter for the duration of this EUA.

7.8 **PT-X® Verify**

Where any PT-X Verify Subscription Service is specified on an Order then the following shall apply in addition to the other terms and conditions in this Agreement (with the exception of clause 3.4):

7.8.1 In accordance with the definitions of Validation, Verification, International Validation and Card Validation, the following quantities of Credit(s) are required for each Search type thereunder:

Type of Search	Credits Used
Validation	1
Verification	6
International Validation (Definition section (i))	1
International Validation (Definition section (ii))	4
Card Validation	1

7.8.2 Before using any PT-X Verify Subscription Services to obtain information about a natural person, the Customer must first obtain the consent of that person and comply with the notification requirements of the Data Protection Act 1998 and in particular, will notify him or her that the information which the person gives to the Customer:

7.8.2.1 may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information; and

7.8.2.2 that such credit reference or fraud prevention agency may disclose that information, and the fact that a Search was made, to its other customers for the purposes of fraud prevention.

7.8.3 The Customer shall, on request, give the Company a copy, or transcript, of the notification the Customer uses.

7.8.4 To the extent that the Customer is able to do so, the Customer grants to the Company's third party data provider a perpetual, royalty free right to keep a record of the information referred to in clause 7.8.2.1 for the purposes referred to in paragraph 7.8.2.2.

7.8.5 The Customer acknowledges that any un-used Credits remaining upon expiry of any annual period may not be carried forward for use in a subsequent annual period and are not refundable.

8. Warranty

8.1 The Company warrants that in accordance with this Agreement:

8.1.1 it has title to and has the right to sell the Subscription Services licensed by the Customer;

8.1.2 the Subscription Services shall materially conform to their standard specification; and

8.1.3 the Software will, on delivery materially conform to its standard specification; and

8.1.4 the Professional Services or other services shall be provided using reasonable care and skill; and

8.1.5 the Equipment will, on delivery be free from material defects in materials and workmanship; and

8.1.6 where a Transaction contains card payment instructions the processing of which would require PCI-DSS compliance, that its contracted third party processor shall be PCI-DSS compliant.

8.2 The Customer's sole and exclusive remedy in the event of breach of the warranties in clauses 8.1.2., 8.1.3, 8.1.4, 8.1.5 is the correction of any failure reasonably determined by the Company as a failure by the Partner to comply with such warranty provisions. Correction may comprise, at the Company's sole discretion, re-performance of the Professional Services or other services or portion thereof, replacing, repairing or adjusting the Subscription Services without charge to the Customer or refunding a portion of paid fees for any remaining un-used period. All remedies for any breach of the warranty provisions are available only if such breach is reported to Company via the Partner in writing within thirty (30) days of date of issue of a Subscription Services Key, shipment of any Software or Equipment, or completion of the defective Professional Services or other services.

9. Professional Services

Provision of Professional Services or other services are available and provided subject to the Company's published Professional Services Agreement (which forms part of this EUA) and a copy of which is available at: www.bottomline.com/uk/product-terms-conditions. Customer acknowledges that the Company may amend such agreement from time to time.

10. Limits of Liability

10.1 Notwithstanding any other provisions in this Agreement the Partner and the Company's liability to the Customer for death or injury resulting from the Partner's or the Company's negligence or the negligence of its employees, agents or sub-contractors shall not be limited.

10.2 Subject to Condition 10.4, the Partner and the Company's respective maximum aggregate liability for any damage to the tangible property of Customer resulting from the negligence of the Partner or the Company respectively or their respective employees, agents or sub-contractors shall not exceed £1,000,000.

10.3 Subject to Condition 10.4 the Partner and the Company's respective maximum aggregate liability for any breach of its contractual obligations or any tortious act or omission, except for negligence pursuant to Clause 10.2, shall be limited to the greater of £100,000 or the combined total amount paid by Customer for Subscription Services (during the preceding twelve (12) months), to which such claim or series of related claims relates.

10.4 In no event shall the Partner of the Company have any liability:

10.4.1 for loss of Data and/or Documents (unless due to the negligence or wilful default of the Partner or the Company), profits, goodwill, business interruption, delay or failure in provision of services, or any type of special, indirect, consequential or incidental loss or damages (including loss or damage suffered by the Customer as a result of any action brought by a third party) even if the Partner or the Company has been advised of the possibility of such damages; and

10.4.2 the non-performance or unavailability, of whatever nature and howsoever arising, of external communications networks (except where such communications networks are contracted by the Company from a third party to which the Subscription Services infrastructure is connected);

10.4.3 the non-performance or unavailability of the Subscription Services due to the unavailability or any failures within the world-wide web

10.4.4 in respect of any liability (including breach of warranty) which arises as a result of the misuse of the Subscription Services supplied hereunder, or use thereof in combination with any equipment and/or software not approved by the Company or as a result of any defect or error in any equipment and/or software not supplied by the Company; and

10.4.5 unless the Customer shall have served notice in writing of any facts which may give rise to a claim hereunder (and where not excluded under this Agreement) against the Partner or the Company within six years of the date it either became aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become so aware.

10.5 The Company shall not be responsible or liable for any illegal or unauthorised access to or release of any Data or Document from any device whatsoever not under its control or that of its contractors, connecting to the Subscription Services, including, but not limited to, any access or release of such Data or Document arising from the accessing of any Customer login credentials and/or login to Customer account(s) by malware, viruses, or worms, for malicious or criminal activities including, but not limited to, fraudulent payments, fraudulent funds transfer or fraudulent funds collection.

10.6 Except as expressly provided in this Agreement all warranties, conditions, representations, indemnities and guarantees, whether express or implied, arising by law, custom, oral or written statements of the Company or its third party licensors or otherwise (including, without limitation, any warranties of merchantability, fitness for particular purpose, or of error-free and uninterrupted use) are hereby superseded, excluded and disclaimed to the fullest extent permitted by law.

11. Third Party Intellectual Property Infringement

11.1 Company agrees to defend, at its expense, any suit against Customer based upon a claim that any Subscription Services or Software or Equipment provided to Customer under this Agreement infringes any patent or copyright recognised by one of the signatories to the Berne Convention, and to pay any settlement, or any damages finally awarded in any such suit.

11.2 Company's obligations under this Clause 11 shall not be effective unless Customer notifies Company in writing of any claim or threatened or actual suit within ten (10) days of knowledge thereof and Customer gives full control of the defence and settlement, along with Customer's full co-operation, to Company.

11.3 Company may, at its own expense and sole discretion: (i) procure for Customer the right to continue to use the licensed Subscription Services and/or Software and/or Equipment; (ii) make the licensed Subscription Services and/or Software and/or Equipment non-infringing; or (iii) terminate the Subscription Services and/or accept return of the Equipment and/or Software and refund any Subscription Service fees received from Customer for any un-used period pro-rata from the date termination is effective, and/or refund a proportion of the applicable Equipment fee received from Customer, from the date of the alleged infringement and subject to three-year straight line depreciation.

11.4 Company shall have no liability for any claim based on: (i) Customer's use of the licensed Software and/or Subscription Services and/or Equipment other than in accordance with the rights granted under this Agreement; (ii) Customer's combination of the licensed Software or Subscription Services or Equipment with any other equipment or software not provided by Company, where such infringement would not have occurred but for such combination; or (iii) intellectual property rights owned by Customer or any of its affiliates.

11.5 This Clause 11 states Customer's sole remedy and Company's exclusive liability in the event that Customer's use of any Subscription Services provided under this CUA infringes on the intellectual property rights of any third party.

12. Alterations

The Customer hereby undertakes not to alter or modify the whole or any part of any Subscription Services supplied hereunder nor, without the prior written consent of the Company, to permit the whole or any part of the Subscription Services supplied hereunder to be combined with or become incorporated in any other software or service.

13. Company Intellectual Property

Customer acknowledges that the information contained in the Subscription Services, Software and Equipment is confidential and contains trade secrets and proprietary data belonging to the Company (or its third party licensors), and that the presence of copyright notices therein, or not, does not constitute publication or otherwise impair the confidential nature thereof. No intellectual property rights as they may exist anywhere in the world are conveyed to the Customer or to any third party. Customer shall implement all reasonable measures necessary to safeguard the Company's (and its third party licensors') ownership of, and the confidentiality of the Subscription Services, Software and Equipment, including, without limitation: (a) allowing its employees and agents access to the Subscription Services, Software and Equipment only to the extent necessary to permit the performance of their ordinary services to the Customer and to require, as a condition to such access, that such persons comply with the provisions of this Clause 13; (b) cooperating with the Company (and its third party licensors, as appropriate) in the enforcement of such compliance by Customer's employees and agents; and (c) not allowing access to the Subscription Services, Software and Equipment to any third party other than to the limited extent permitted under this Agreement. Customer acknowledges that use or disclosure of the Subscription Services, Software and/or Equipment in violation of this Agreement may cause irreparable harm to the Company (and its third party licensors). Customer acknowledges that no remedy available in law may be sufficient in the event of a material breach of this clause by the Customer in respect of the confidentiality of the Company's (and its third party licensors') intellectual property; and that in connection therewith the Company (and its third party licensors) shall each have the right to seek injunctive relief in addition to any other legal or financial remedies to which they may be entitled.

14. Confidentiality

Each party shall treat as confidential information all information (including the Subscription Services, any data or document obtained via use thereof; and the terms of the CUA) obtained from the other pursuant to the CUA and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the CUA (and not subject to any confidentiality undertakings), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause), is required to be disclosed by law or relevant regulatory body, or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this condition and ensure that it is observed and performed by them.

15. Data Protection

The Parties further agree to handle all personal data in accordance with all applicable data protection legislation and in particular the Data Protection Act 1998 and as may be amended from time to time. The Company shall: i) ensure that personal data is only processed in accordance with the permitted purpose of this Agreement and in accordance with the Customer's instructions from time to time; ii) maintain appropriate technical and organisational security measures in respect of the personal data to prevent unauthorised and/or unlawful processing, and protect against accidental loss, damage or destruction of such data; and iii) put in place adequate safeguards in accordance with applicable law, should personal data be transferred outside the territory of the European Economic Area. The Company's PT-X Servers shall be located in datacentres within the territory of the European Economic Area. In the event that the Company wishes to relocate one of more of its PT-X Servers outside the territory of the European Economic Area, it shall be entitled to do so provided that its gives the Customer at least twelve (12) months' written notice of its intention to do so.

16. Term & Termination

16.1 The Subscription Services shall be made available for the duration of the Initial Term and thereafter for subsequent annual periods unless terminated in accordance with this clause 16.

16.2 Either party may terminate this CUA upon expiry of the Initial Term or of any subsequent annual period, for convenience, by giving to the other party not less than sixty (60) days written notice prior to expiry thereof.

16.3 Either party may terminate this CUA in writing if:

(i) the other party commits any material breach of any term of this CUA and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing so to do; or

(ii) the other party has an interim or bankruptcy order made against it or enters into or becomes subject to a scheme, composition or voluntary arrangement with its creditors or becomes subject to a winding-up, dissolution, administration or receivership proceedings;

16.4 The Partner may further without prejudice to its other rights, suspend access to Subscription Services and the performance of Professional Services and/or terminate the CUA and any licences granted to Customer forthwith on giving notice in writing to the Customer if Customer fails to pay any amount due thereunder in accordance with the foregoing payment terms.

16.5 In the event that the Company gives notice of its intention to relocate one or more of its datacentres in which the PT-X Servers are hosted outside the territory of the European Economic Area, the Customer shall be entitled to terminate this CUA either pursuant to clause 16.2, or on rendering at least sixty (60) days' notice in writing to expire no later than the date when the said PT-X Server(s) is/are to be migrated to a location outside the European Economic Area. In the event of termination under this clause 16.5, the Customer shall be entitled to a pro-rata refund of fees paid in advance for any period falling after the effective date of termination.

16.6 Following termination for any reason whatsoever, any monies owing from the Customer to the Partner shall immediately become due and payable.

16.7 Following termination the Parties will promptly return all confidential information received (excluding any Data and/or Documents retained in accordance with clause 7.7), together with all copies, or certify in writing that all such confidential information and copies thereof have been destroyed. Any obligation to return, destroy or permanently erase confidential information shall not be applicable to confidential information that is retained on electronic back-up media made in the ordinary course of business and from which the confidential information can not readily be isolated from other information and deleted, and the provisions of this Agreement shall continue to apply to any confidential information retained on such electronic back-up media. The Customer may at any time (including for the avoidance of doubt if this CUA is terminated) request in writing a copy of the Data, and subject to Customer's signature of an Order in respect of the related Professional Services and payment of any associated fees specified therein to the Partner, the Company shall in so far as is technically possible retrieve Data retained at date of receipt of such request and deliver it to the Customer in a form to be mutually agreed between the parties, and additionally on termination of this CUA, if so specified in the Order, shall delete the Data from the PT-X Servers.

17. Assignment

The Customer shall not be entitled to assign, sub-licence or otherwise transfer the rights and obligations granted hereunder, or under the CUA, whether in whole or in part unless otherwise agreed in writing by a duly authorised representative of the Company and the Partner. . The Company shall be entitled to sub-contract any Professional Services work relating to any Order Agreement without the consent of the Customer provided that such work is performed in accordance with the terms of this Agreement.

18. Force Majeure

With the exception of payment of outstanding invoices, neither Party shall be responsible for any delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to: an act of God; an act of war; civil unrest; terrorism; riot; epidemic/pandemic; fire; explosion or accidental damage; extreme weather conditions (including but not limited to: flood, storm, or other disaster); an act of government; industrial action or lockouts; and failure of the world wide web. In the event of such a Force Majeure event, the time for performance or cure shall be extended for a period equal to the greater of the duration of the Force Majeure or three (3) months.

The party claiming to be prevented, hindered or delayed in the performance of any of its obligations under the CUA by reason of a Force Majeure event shall use all reasonable commercial endeavours to mitigate against the effects and consequences of the Force Majeure event. The affected party shall resume performance of its obligations under the CUA immediately upon the end of the Force Majeure event. Where no performance or cure is possible after the three (3) month period has elapsed, and in the reasonable view of the parties will not be forthcoming or possible within a further one (1) month from that date, the party not affected by the Force Majeure event may decide to terminate the CUA on service of written notice upon the party so prevented, hindered or delayed, in which case no party shall have any liability or obligation to the other under the CUA other than the payment of monies due.

19. Notices

Any notice or other communication to be given under this CUA must be in writing and may be delivered or sent by pre-paid first class letter post to the Partner or the Customer at its registered address for the attention of an officer of the Partner or Customer, as applicable. Any notice or document shall be deemed served: if delivered electronically by e-mail at the time of opening; and if posted 48 hours after posting.

20. Invalidity

The invalidity, illegibility or unenforceability of any provision shall not affect any other part of this Agreement.

21. Third Party Rights

Except for the rights granted to Bacs pursuant to clause 24, a person who is not a party to this CUA shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CUA. This condition does not affect any right or remedy of any person which exists or is available otherwise pursuant to the Act.

22. Non Solicitation

While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.

23. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

24. Bacs Approved Software – Bacs Limitation of Liability

Insofar as any Software provided to Customer operates in conjunction with any application, test, or upgrade of systems associated with Bacs, Bacs' liability to Company, Customer and any third party shall be limited as follows

24.1 Bacs shall have no liability to the Customer, the Company or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any indirect, consequential or special loss or damage suffered by the Customer, the Company or any such third party arising from, or in relation to:

24.1.1 the re-allocation or cancellation of Bacs tests in respect of any application (or any upgrade or any Software as the case may be); or

24.1.2 the use of, inability to use, or reliance upon any application or upgrade (whether such application or upgrade becomes Bacs approved software or not).

24.1.3 Bacs granting (or refusing to grant), suspending or terminating an approval for any Bacs approved solution.

24.2 In addition Bacs shall have no liability to the Customer, the Company or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any indirect, consequential or special loss or damage suffered by the Customer, the Company or any such third party arising from or in relation to the use of, or inability to use, or reliance upon:

24.2.1 the Bacs test environments; or

24.2.2 any Bacs materials in the development and testing of applications.

24.3 The entire liability of Bacs under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, is limited to direct loss and damage to the Company, which shall be capped at a sum equal to £250,000 (two hundred and fifty thousand pounds), in respect of all acts, omissions, facts, circumstances or events occurring in connection with the Company's agreement with Bacs in each annual period commencing on 7th March each year.

24.4 Bacs shall not be liable to the Company, the Customer or any third party, whether for negligence, breach of contract, misrepresentation (unless fraudulently made), or otherwise, for any direct loss and damage to the Company in excess of the cap provided in Clause 24.3, or for any indirect, consequential or special loss or damage suffered by the Company, the Customer or any third party (including, without limitation, any loss of profit, loss of bargain, loss of interest, goodwill, business opportunity, anticipated saving or data) arising out of or in connection with this Agreement.

24.5 For the avoidance of doubt, in no circumstances shall Bacs owe any duty of care, express or implied, to the Customer or any third party, in respect of the performance of Bacs testing or the accuracy, completeness, suitability, or fitness for purpose of applications and upgrades (whether such applications or upgrades become Bacs approved software or not), Bacs materials, the test environments, and/or the technical specification.

24.6 Nothing in this Agreement shall operate to exclude or restrict Bacs' liability for death or personal injury resulting from Bacs' negligence or fraud.

24.7 The Customer and the Company each acknowledge and agree that the limitations on, and exclusions of, Bacs' liability to the Company, the Customer and any other third party are fair and reasonable in the context of the commercial relationship between the parties.

24.8 Any approval granted by Bacs for any Software does not constitute any warranty, representation, guarantee, term, condition, undertaking or promise to the Customer or any third party in respect of the Software that it will be error free or free from any inaccuracies or defects or will operate in accordance with the Customer's or any third party's requirements.

24.9 This Clause 24 is for the benefit of Bacs and shall be fully enforceable by Bacs and Bacs shall be entitled to assign the benefit of this Clause 24.

The Customer agrees that it has read this Agreement and agrees to be bound by the terms and conditions contained herein.

Schedule 1 - Services Support Agreement – PT-X

In the event of a conflict between the terms of this SSA and the Agreement, the terms of this SSA shall govern and control.

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 the Company will provide support directly to the Customer in accordance with the terms of this SSA.

2.2 The Company will use its reasonable endeavours to respond to Incidents in accordance with the prioritisation and timelines set out in Clauses 6 and 7 of this SSA. All support for resolution of Incidents will be provided by telephone.

2.3 Support provided within the Subscription Services fee does not include on-site services, change requests or training. These services are available at additional cost, and should still be directed via the Support Centre.

3. Contacts & Operating Times

Contact Method	Subscription Service	Operating Hours	Time Zone
Customer Support Portal - http://www.bottomline.com/uk/support-services/contact-support Phone: 01189 258 250	PT-X Bacs PT-X DDM PT-X FPS	08:00-22:30 Monday - Friday (excluding UK Public holidays)	UK
	All other PT-X	08:30-17:00 Monday - Friday (excluding UK Public holidays)	UK

3.1 Customer Duties and Responsibilities

3.1.1 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.

3.1.2 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.

3.1.3 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 (Customer is solely responsible for removing all confidential, sensitive or personal data from any data sample prior to issue and provides same to the Company at Customer's risk).

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

(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.

3.1.4 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.

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

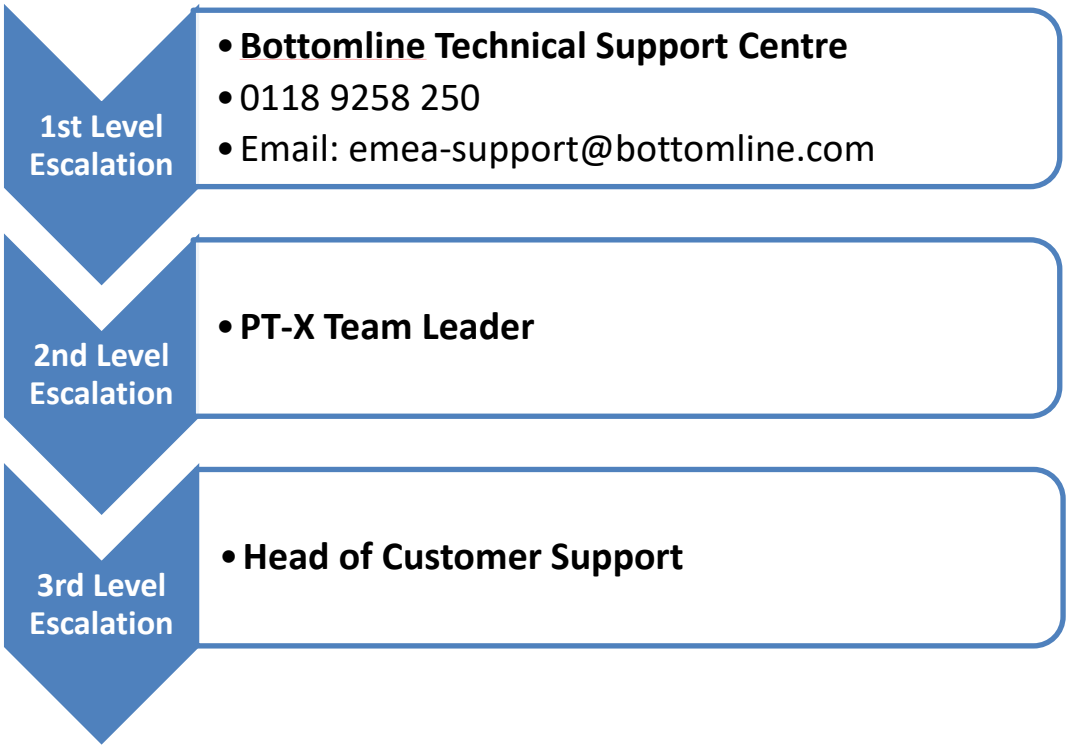
3.1.6 Customer will ensure that Customer personnel reporting Incidents to the Support Centre are reasonably trained in and conversant with the Subscription Services.

4. Incident Reporting

4.1 Enterprise Self Service Portal: All Incidents must be 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 6 below. Once the call is submitted the Customer will be allocated an Incident reference number and the Incident is despatched to the Support Centre.

5. Escalation Route

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



6. Incident Priority Criteria

All Incidents will be classified upon receipt as one of the following Priority levels, dependent upon the impact and scope of the Incident on the Customer's business.

6.1 Priority 1 – Incidents that prevent live payments or debits being processed.

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

6.3 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.

7. Incident response times

The Incident 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.

7.1 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.

7.2 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.

7.3 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.