

Service Level Agreement – PTX, Global Payments Hub & Cash Management (previously known as TreasuryXpress), and BEA

This Service Level Agreement (“**SLA**”) supplements the agreement (the “**Agreement**”) for PTX, Global Payments Hub & Cash Management and BEA Subscription Services provided by Bottomline to Customer. The Mandatory Terms (as defined below) are incorporated by reference and shall apply to this SLA.

1. INTERPRETATION

1.1 Unless defined below, capitalised terms used in this SLA shall have the same meanings as the Agreement:

“**Additional Services**” means any professional, consultancy, implementation, configuration, customisation, training or other services that do not relate to the investigation, diagnosis or remediation of a fault in the Subscription Services and are outside the scope of the Agreement or this SLA;

“**Availability Rate**” means the Production Environment Subscriptions Services’ availability percentage as calculated in accordance with Section 2.2 (for the avoidance of doubt, excluding any unavailability arising out of or in connection with Excluded Events);

“**Availability SLA**” has the meaning given to it in Section 2.1;

“**Bottomline Infrastructure**” means Bottomline’s hardware, communication infrastructure and programs directly used by Bottomline or its subcontractors for the provision of Subscription Services, excluding any of Bottomline’s internal infrastructure and systems;

“**Business Continuity Plan**” means Bottomline’s documented business continuity and operational resilience procedures, as updated from time to time, which are designed to support the continuation, recovery and restoration of the Subscription Services following a disruption to Bottomline’s business operations;

“**Business Day**” means a day other than Saturday, Sunday or a public holiday when banks in the Service Country are open for business;

“**Customer Care Portal**” means Bottomline’s online portal for the raising, tracking and management of Incidents;

“**Critical Incident Report**” means a report setting out the root cause of a Critical Incident (as defined in Table 3 below);

“**Customer Infrastructure**” means the Customer’s (or its third party providers’) hardware, communications infrastructure and programs required to connect to Bottomline Infrastructure in order to access the Subscription Services;

“**Disaster Event**” means an unplanned event affecting the systems, infrastructure or facilities used by Bottomline to provide the Subscription Services which results in a material interruption of the Subscription Services and which Bottomline reasonably determines necessitates invocation of its disaster recovery procedures;

“**Disaster Recovery Environment**” means the computing environment maintained by Bottomline (or its subcontractors) for the purpose of supporting the recovery, restoration or continued provision of the Subscription Services following a Disaster Event or other material disruption affecting the Production Environment;

“**Disaster Recovery Test Report**” means a report detailing the results of a Disaster Recovery Environment test;

“**Emergency Maintenance**” means any unplanned software, hardware and other maintenance, updates or changes to Bottomline Infrastructure, Subscription Services or related systems that Bottomline reasonably considers necessary to protect, maintain or restore the security, availability, performance or operation of the Subscription Services;

“**Excluded Events**” means any incident or unavailability of the Subscription Services caused by or resulting from: (i) any act or omission of Customer (including Customer’s lack of technical knowledge or training), (ii) the Customer Infrastructure or any other infrastructure, systems, software, services or components not forming part of the Bottomline Infrastructure, (iii) third parties (including any defects, errors, delays or outages in networks, internet services, telecommunications services or interbank networks), (iv) a Force Majeure Event or a crisis event identified in the Business Continuity Plan, (v) misuse of the Subscription Services (including exceeding usage limits or failing to comply with the requirements of the Subscription Services), (vi) network intrusions, denial of service attacks or other malicious activities, (vii) a Maintenance, and/or (viii) the suspension of the Subscription Services by Bottomline in accordance with the Agreement or under law;

“Force Majeure Event” means delays or failures due to events, circumstances or causes beyond Bottomline’s reasonable control including an act of war, civil unrest, fire, flooding, epidemic/pandemic, acts or omission of government, industrial action, failure of the internet, or non-performance by suppliers;

“Go Live” means the commencement of production use of the relevant Subscription Services by Customer in a Production Environment following completion of all implementation and configuration services relating to those Subscription Services;

“GPH & CM” means the Subscription Service known as Global Payments Hub & Cash Management (previously known as TreasuryXpress);

“Incident” means a material defect that results in a service interruption, service slowdown or loss of service quality and prevents the Subscription Services from conforming in any material respect to the Product Documentation, as further described in Table 3 (for the avoidance of doubt, excluding any issues arising out of or in connection with Excluded Events);

“Incident Acknowledgement” means an acknowledgement that an Incident has been raised, whether generated automatically or otherwise;

“Incident Response” means Bottomline’s subsequent response to an Incident following an Incident Acknowledgement;

“Incident Resolution” means: (i) for a P1 Incident (as defined in Table 3 below), a workaround or fix that remediates the Incident; and (ii) for a P2, P3 or P4 Incident (as defined in Table 3 below), a workaround or fix that remediates the Incident, or a plan to provide a fix;

“Incident SLA” has the meaning given to it in Section 7.3;

“Incident Submission” means the time at which an Incident is recorded in Bottomline’s internal incident management system. For the avoidance of doubt, an Incident reported by telephone or email shall not be deemed submitted until it has been recorded in such system by a Bottomline representative;

“Maintenance” means Scheduled Maintenance, Mandatory Maintenance, Emergency Maintenance, and any other maintenance;

“Mandatory Maintenance” means software, hardware and other maintenance, updates or changes to the Bottomline Infrastructure, Subscription Services or related systems that Bottomline reasonably considers necessary and cannot reasonably defer until the next Scheduled Maintenance window;

“Mandatory Terms” means third-party flow-down terms and conditions applicable to the relevant Subscription Services as set out at <http://www.bottomline.com/uk/product-terms-conditions/mandatoryterms>;

“Order Form” means a document that forms part of the Agreement, which specifies the Subscription Services and their associated fees;

“Outages” means a complete loss of availability of the Subscription Services for all Bottomline customers, caused by a fault in the Subscription Services or Bottomline Infrastructure, excluding any issue arising from Customer systems, configurations, networks and/or integrations;

“Product Documentation” means the documentation made available by Bottomline as amended from time to time, which sets out user instructions and description of the Subscription Services;

“Production Environment” means any live environment in which the Subscription Services are hosted and used to process business transactions, excluding any Test Environment or any other environments;

“Scheduled Maintenance” means routine software, hardware and other maintenance, updates or changes to the Bottomline Infrastructure, Subscription Services or related systems that are undertaken during the applicable Scheduled Maintenance Plan;

“Scheduled Maintenance Plan” means pre-determined time slots where Bottomline may undertake Scheduled Maintenance;

“Service Accessibility Hours” means the relevant times when the Subscription Services may be accessed by Customer as specified in Table 1 below;

“Service Availability Report” means a report specifying the Subscription Services Availability Rate;

“Service Country” means the country in which the Bottomline contracting entity under the Agreement is situated;

“**Service Desk**” means the Bottomline support function that manages Incidents;

“**Subscription Services**” means PTX, Global Payments Hub & Cash Management (previously known as TreasuryXpress), and BEA (as applicable) licensed on a subscription basis as specified in an Order Form, and hosted on Bottomline Infrastructure;

“**Support Hours**” means the hours during a Business Day, as specified in Table 2 below, when the Service Desk is open and providing support services to Customers; and

“**Test Environment**” means an environment used by Customer for testing purposes in relation to the Subscription Services, excluding any Production Environment or any other environments.

2. FORMATION

- 2.1 This SLA sets out the service level to be provided by Bottomline to Customer in relation to the Subscription Services' Production Environment, Test Environment and Disaster Recovery Environment, in each case as further described below. This SLA shall apply only from Go Live and shall not apply during any period in which the relevant Subscription Services are undergoing configuration, implementation or other material changes as part of professional services performed by Bottomline or its subcontractors.
- 2.2 Unless expressly stated otherwise in an Order Form, this SLA shall not apply to any beta, trial, sandbox, development, proof-of-concept, preview or any other services or environments.
- 2.3 If there are any inconsistencies between this SLA and the Agreement, the order of precedence set out in the Agreement shall apply.

3. SUBSCRIPTION SERVICES, HOSTING AND CONNECTIVITY

- 3.1 The Subscription Services are described in the relevant Product Documentations and hosted in a Production Environment as specified below:
 - (a) **PTX**: using infrastructure owned or controlled by Bottomline and located within a third-party colocation facility in the United Kingdom;
 - (b) **GPH & CM**: using public cloud located in Europe; and
 - (c) **BEA**: using public cloud located in Europe.
- 3.2 In addition to the Production Environment, Bottomline (or its subcontractors) shall maintain Disaster Recovery Environments in the territories specified in Section 3.1 for each Subscription Service. Bottomline shall use the Disaster Recovery Environment in accordance with Section 8.1 below.
- 3.3 Bottomline reserves the right to: (i) relocate its data centre locations or otherwise change its hosting service providers with prior written notice to Customer, and/or (ii) amend or upgrade the Subscription Services (including methods used to provide the Subscription Services) and/or Bottomline Infrastructure from time to time.
- 3.4 Bottomline shall be responsible for Bottomline Infrastructure only, and Customer shall be responsible: (i) for the entirety of Customer Infrastructure, (ii) to procure and maintain the network solution required to connect to Bottomline Infrastructure in order to use the Subscription Services, and (iii) for its business operations and using the Subscription Services in accordance with the Agreement and all applicable laws.

4. PRODUCTION ENVIROMENT AVAILABILITY

- 4.1 Bottomline shall use reasonable endeavours to make the Production Environment for each Subscription Service available during the Service Accessibility Hours as set out in Table 1 below. Each Production Environment for each Subscription Service is deemed “available” provided Customer is able to access the relevant Subscription Service. Bottomline shall not be liable for any unavailability arising out of or in connection with any Excluded Events.
- 4.2 Bottomline shall use reasonable endeavours to meet or exceed the target Availability Rate in each calendar month relevant to the Production Environment for each Subscription Service as set out and calculated in accordance with Table 1 below (“**Availability SLA**”). Availability SLAs do not apply to any Subscription Services during any period which falls outside of the Support Hours. Bottomline shall not be liable for any failure to meet the Availability SLA arising out of or in connection with any Excluded Events.

Table 1

Description	Details
Service Accessibility Hours for Production Environment for each individual Subscription Service	24 hours, 7 days a week

Target Availability Rate for Production Environment for each individual Subscription Service	99.9%
Availability Rate calculation	Availability Rate [%] = $\left(1 - \frac{T_a}{T_q}\right) \times 100$ Ta = Aggregate hours the relevant Subscription Service is unavailable during Support Hours in a calendar month (excluding any hours where an Excluded Event applies) Tq = Aggregate Support Hours for the relevant Subscription Service in a calendar month (excluding any hours where an Excluded Event applies)
Support Hours	As set out in Table 2 below.

5. TEST ENVIRONMENT AVAILABILITY

- 5.1 Where a Test Environment is included with the Subscription Services, Bottomline shall use reasonable endeavours to make the Test Environment available. Each Test Environment for each Subscription Service is deemed "available" provided Customer is able to access the relevant Test Environment. Bottomline shall not be liable for any unavailability arising out of or in connection with any Excluded Events. For the avoidance of doubt, Availability SLAs do not apply to any Test Environments or otherwise any other non-Production Environment.
- 5.2 Notwithstanding any terms and conditions to the contrary under the Agreement, Bottomline's total aggregate liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, arising out of or in connection with a Test Environment and/or any other non-Production Environment shall not exceed £100 GBP.
- 5.3 Notwithstanding Section 5.2 above, nothing in this SLA limits any liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, and (iii) any other liability which cannot be legally limited.

6. MAINTENANCE

- 6.1 Bottomline may undertake Maintenance in accordance with this SLA and Customer acknowledges and agrees that the Subscriptions Services (whether in Production Environment, Test Environment or any other environment) may be degraded or unavailable during Maintenance periods. Bottomline will use commercially reasonable endeavours to undertake Maintenance outside peak business hours and to minimise its frequency and duration.
- 6.2 Customer shall provide Bottomline with all reasonable assistance in relation to any Maintenance, including validation and non-regression testing of the Subscription Services where reasonably requested by Bottomline.
- 6.3 Bottomline may undertake Maintenance in relation to the Production Environment Subscription Services and/or Bottomline Infrastructure as specified below:
- (a) Scheduled Maintenance in accordance with the Scheduled Maintenance Plan relevant to each Subscription Service. Bottomline shall use reasonable endeavours to notify Customer in advance of any Scheduled Maintenance that is anticipated to interrupt the availability of the Subscription Services;
 - (b) Mandatory Maintenance upon not less than two (2) Business Days' prior notice to Customer; or
 - (c) Emergency Maintenance provided that Bottomline notifies Customer as soon as reasonably practicable following the Emergency Maintenance.
- 6.4 Upon Customer's reasonable request, Bottomline shall provide Customer with the Scheduled Maintenance Plan relevant to the Subscription Services that Customer has procured. Bottomline may amend the Scheduled Maintenance Plan from time to time by providing Customer with seven (7) days' prior notice.
- 6.5 Bottomline may undertake Maintenance in relation to non-Production Environments (including Test Environments) at any time.

7. SERVICE DESK SUPPORT

- 7.1 Customer may contact the Service Desk to report Incidents: (i) via the Customer Care Portal; or (ii) during Support Hours by telephone in the event that the Customer Care Portal is unavailable. The Support Hours and telephone contact information for the Service Desk is set out in Table 2 below.

Table 2

Service Country	Product	Telephone Number	Support Hours
All	PTX	+44 118 925 8250	8am – 10.30pm (UK Time)
England & Wales	TX	+44 808 196 6040	8am – 8pm (UK Time)
United States of America	TX	+1 866-889-0020	8am – 8pm (USA Eastern Time)
England & Wales	BEA	+44 8000 668 057	8am – 8pm (UK Time)
United States of America	BEA	+1 888 991 1750	8am – 8pm (USA Eastern Time)

- 7.2 Customer may assign an Incident priority in accordance with the criteria set out in Table 3 below. Where an Incident has been incorrectly categorised or prioritised, Bottomline may, at its sole discretion, amend the Incident severity. Bottomline shall use reasonable endeavours to notify Customer within thirty (30) minutes of Bottomline identifying any Critical Incident.

Table 3

Incident Severity	Action
P1 ("Critical Incident") Means a complete outage of the Subscription Services caused by a fault in the Subscription Services or Bottomline Infrastructure, resulting in the Subscription Services being unavailable to all users or a Material Group of Users, and for which no workaround is available.	<u>Incident Acknowledgement</u> Within 0.5 Support Hours from Incident Submission <u>Incident Response</u> Within 1 Support Hour from Incident Submission <u>Incident Resolution</u> Within 4 Support Hour from Incident Submission
P2 ("High Incident") Means a material degradation of, or failure in, a Key Functionality that significantly impairs a Material Group of Users' ability to use the Key Functionality, where the Subscription Services remain available and no workaround is available.	<u>Incident Acknowledgement</u> Within 0.5 Support Hour from Incident Submission <u>Incident Response</u> Within 2 Support Hours from Incident Submission <u>Incident Resolution</u> Within 8 Support Hours from Incident Submission
P3 ("Medium Incident") Means a failure of, or degradation in, the Subscription Services that adversely affects Customer's business operations, but does not materially impair users' ability to continue using the Subscription Services.	<u>Incident Acknowledgement</u> Within 0.5 Support Hour from Incident Submission <u>Incident Response</u> Within 2 Business Days from Incident Submission <u>Incident Resolution</u> Within 5 Business Days from Incident Submission
P4 ("Low Incident") Means a cosmetic defect, documentation issue, general enquiry, or other minor issue having minimal or no material impact on the availability or use of the Subscription Services.	<u>Incident Acknowledgement</u> Within 0.5 Support Hour from Incident Submission <u>Incident Response</u> Within 14 Business Days from Incident Submission <u>Incident Resolution</u> Due to the minimal impact on the Subscription Services, notwithstanding anything to the contrary in this SLA, an Incident Resolution shall only be provided for Low Incidents at Bottomline's sole discretion.
"Key Functionality" means a functionality of the Subscription Services identified in the Product Documentation as core to the operation of the Subscription Services, excluding ancillary, administrative, reporting, configuration, integration, customisation or optional functionality.	

- **"Material Group of Users"** means an entire business-critical function, department or user population whose inability to access the Subscription Services materially prevents Customer's use of the Subscription Services.
- Incidents affecting only an individual user or a limited number of users shall not constitute a Critical Incident unless the applicable Critical Incident criteria are met, irrespective of the business importance of the affected user(s). User credential issues, including password resets and account unlock requests, shall not constitute Critical Incident.
- For the avoidance of doubt, "0.5 Support Hours" means 30 minutes during Support Hours.

- 7.3 Bottomline shall use reasonable endeavours to achieve an Incident Acknowledgement, Incident Response and Incident Resolution in accordance with the times specified in Table 3 above for each Incident raised in accordance with this Section 7, in respect of the Subscription Services hosted in the Production Environment ("**Incident SLA**").
- 7.4 An Incident excludes any event arising from or relating to an Excluded Event, and any request for enhancements or new functionalities. Any services provided by Bottomline in relation to the foregoing may be provided as Additional Services subject to the parties agreeing the applicable scope, fees and other terms. For the avoidance of doubt, Bottomline shall have no obligation under this SLA to provide any Additional Services.
- 7.5 The Incident SLA does not apply to: (i) any Test Environment or any non-Production Environment (including any Subscription Services hosted in such environments); or (ii) any Incident that Bottomline is unable to reproduce despite using reasonable endeavours.
- 7.6 Where Customer reports a Critical Incident relating to a Test Environment or other non-Production Environment, Bottomline shall use reasonable endeavours to provide an Incident Resolution within a reasonable time.
- 7.7 Customer shall provide complete and accurate information in relation to an Incident, together with all supporting information and documentation as reasonably requested by Bottomline to investigate and resolve the Incident. Where Customer delays or fails to provide the foregoing information, documentation or assistance, the Incident SLA clock shall be paused until complete and accurate information has been provided by Customer.
- 7.8 Bottomline shall provide support services for all Incidents in English. Incident Resolutions may be communicated or provided via the Customer Care Portal or by any other means as Bottomline considers appropriate.
- 7.9 Upon Bottomline's request, Customer shall provide all reasonable assistance in relation to an Incident and Incident Resolution (including testing any Incident Resolution) within a reasonable time.
- 7.10 An Incident shall be deemed resolved: (i) when an Incident Resolution has been provided; or (ii) where Bottomline is unable to reproduce the reported Incident. Bottomline will close any resolved Incidents in the Customer Care Portal within a reasonable time after it has been resolved.
- 7.11 Customer can escalate an Incident if Customer is dissatisfied with the manner in which an Incident is being managed. Customer may escalate Incidents by calling the Service Desk or communicating via the Customer Care Portal.
- 7.12 Customer may request that Bottomline provide Additional Services. Provision of any Additional Services shall be subject to the parties' mutual agreement, documented in an Order Form. Bottomline reserves the right to charge Customer for any Additional Services.

8. DISASTER RECOVERY

- 8.1 Bottomline shall maintain a Business Continuity Plan, which is reviewed annually. In a Disaster Event, Bottomline shall use reasonable endeavours to: (i) switch to the Disaster Recovery Environment in accordance with the timeframes set out in Table 4 or 5 below, and (ii) notify Customer in accordance with the Business Continuity Plan.

Table 4 – PTX Subscription Services only

Switch to DR	Detection	Decision to switch	Invoke emergency procedures	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
Full loss of primary site	H + 15 min	H + 2 hours	H + 3 hours	H + 4 hours	15 mins
Major application Incident without data corruption	H + 15 min	H + 2 hours	H + 3 hours	H + 4 hours	15 mins
Major application Incident comprising unrecoverable data corruption	H + 15 min	H + 2 hours	H + 4 hours	H + 4 hours	Up to 4 hours

Serious connectivity issue at the primary site (inbound/outbound)	H + 15 min	H + 2 hours	H + 3 hours	H + 3 hours	None
“H” is the time at which Bottomline’s operational staff first becomes aware of the Disaster Event					

Table 5 – all other Subscription Services

Switch to DR	Detection	Decision to switch	Invoke emergency procedures	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
Full loss of primary site	H + 30 min	H + 4 hours	H + 8 hours	H + 12 hours	6 hours or less
Major application Incident without data corruption	H + 30 min	H + 4 hours	H + 8 hours	H + 12 hours	6 hours or less
Major application Incident comprising unrecoverable data corruption	H + 30 min	H + 4 hours	H + 8 hours	H + 12 hours	6 hours or less
Serious connectivity issue at the primary site (inbound/outbound)	H + 30 min	H + 1 hour 15 min	H + 2 hours 15 min	H + 4 hours	None
“H” is the time at which Bottomline’s operational staff first becomes aware of the Disaster Event					

- 8.2 Disaster recovery testing shall be conducted at least once annually to verify business continuity in the event of a Disaster Event. As part of such testing, operations may be run from the Disaster Recovery Environment for a period.

9. MONITORING AND REPORTING

- 9.1 Bottomline shall monitor the performance and availability of the Subscription Services using its standard monitoring tools and processes. Bottomline’s monitoring data shall be used to determine whether the service levels have been met.
- 9.2 Customer may monitor the Subscription Services Outages by means of the monitoring systems provided by Bottomline from time to time.
- 9.3 In addition to Section 9.2, upon Customer’s reasonable request, Bottomline shall use reasonable endeavours to provide Customer with:
- (a) a Critical Incident Report within twenty (20) business days of a Critical Incident; and
 - (b) a Disaster Recovery Test Report, provided the request is made within three (3) months of a disaster recovery test completion.

10. VARIATIONS

- 10.1 In addition to any other notification method set out in the Agreement, any notice given under this SLA shall be deemed to be sufficiently and duly given hereunder if sent by email: (i) to Bottomline at Legal@bottomline.com and to the Customer’s Bottomline Account Manager, or (ii) to the Customer at the email address Bottomline has on record, and such notice shall be deemed received by the receiving party (provided that no delivery failure notification is received by the sender) on the date the email was sent to the addressee or their representative, unless delivered after the close of business in which case such notice will be deemed received on the next ensuing Business Day.
- 10.2 Bottomline may amend this SLA from time to time: (i) to incorporate additional mandatory contractual provisions required by PNPs, or (ii) to reflect changes to Bottomline’s operational processes, applicable legal or regulatory requirements, or the evolution of the Subscription Services. Nothing in this Section permits Bottomline to make amendments that fundamentally alter the nature of the Subscription Services or the commercial bargain between the parties, except where expressly authorised under the Agreement.
- 10.3 Notwithstanding Section 10.1 in this SLA, Bottomline shall publish any amended version of this SLA at <https://www.bottomline.com/uk/product-terms-conditions> (or such successor location as Bottomline may notify to Customer from time to time). Publication shall constitute notice of the amendment and the amended SLA shall take effect upon publication unless a later effective date is specified. Customer shall be responsible for periodically reviewing such location for updates to this SLA.