
Supplier Hosted Services Master Customer Agreement for G-Cloud 15

Customer	The Buyer named in any fully executed G-Cloud 15 Call-Off Contract
Contract Reference	The contract reference on the fully executed G-Cloud 15 Call-Off Contract

The Agreement is made and entered into by and between Bottomline Technologies Limited (registered in England and Wales with number: 8098450) whose registered office is at 1600 Arlington Business Park, Theale, Reading, Berkshire, England, RG7 4SA ("**Supplier**") and the Customer.

The agreement is made up of the following documents (the "**Agreement**"), and in the event of any conflict between the provisions of the Agreement the following shall be the order of precedence (highest level of precedence first): (i) the applicable Annexes to the Product Schedules; (ii) the applicable Product Schedules; (iii) these Terms and Conditions; (iv) the Mandatory Terms; (v) the Privacy Terms referenced in Clause 11.3; and (vi) then the SLA.

The Agreement forms part of the G-Cloud 15 Call-Off Contract in accordance with the G-Cloud 15 Framework Agreement and CCS General Terms.

1. Interpretation

1.1 For the purposes of the Agreement, the following words and phrases shall have the following meanings:

"Annex"	means an annex to a Product Schedule containing supplementary terms and conditions applicable to the relevant Supplier Solution;
"Applicable Law"	means all applicable statutes, by laws, ordinances, subordinate legislation and other laws, including any judicial or administrative interpretation of them, in force from time to time in the United Kingdom;
"Authorised Users"	means those employees, agents and independent contractors of the Customer who the Customer has authorised to access and use Supplier Solutions;
"Bacs"	means Bacs Payment Schemes Limited, a company registered in England and Wales with company number 04961302, whose registered address is at 2, Thomas More Square, London, E1W 1YN (or its successor);
"Business Day"	means a day other than Saturday, Sunday or a public holiday in England when banks in London are open for business;
"Customer Data"	means all data uploaded by the Customer to the Subscription Services (excluding any Supplier IPR);
"Customer Infrastructure"	means the Customer's (or its third party provider's) hardware, software and communication lines required to link to the Supplier Infrastructure in order to access the Subscription Services;
"Customer Personal Data"	has the meaning given to it in the Privacy Terms;
"Data Protection Laws"	has the meaning given to it in the Privacy Terms;
"Deemed Employee"	means an engagement to which section 61M(1)(d) of ITEPA applies;
"Effective Date"	means the last date of signature by either party of the Order Form or a variation thereto;

“Equipment”	means any hardware supplied by or on behalf of Supplier to the Customer;
“Fees”	means the charges, including annually recurring charges, payable by the Customer to Supplier in respect of Supplier Solutions and Supplier Infrastructure, as set out in an Order Form;
“FCA”	means the UK Financial Conduct Authority (or its successor);
“FPSL”	means Faster Payments Scheme Limited, a company registered in England and Wales with company number 07751778, whose registered address is at 2, Thomas More Square, London, E1W 1YN (or its successor);
“Group Companies”	means the relevant party, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time, where a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
“Initial Term”	means the initial minimum term for the provision of Supplier Solutions as specified in an Order Form;
“Intellectual Property Rights”	means copyright, patent rights, design rights, database rights, trade marks, domain names and all similar or equivalent rights or forms of protection whether registered or unregistered and which subsist or will subsist now or in the future in any part of the world;
“ITEPA”	means Incomes Tax (Earnings and Pensions) Act 2003;
“Licence Metrics”	means the limited number of users and/or other units (where applicable) relevant to the Subscription Services, as further described in a Product Schedule and Order Form;
“Mandatory Terms”	means the flow-down terms and conditions set out in www.bottomline.com/uk/product-terms-conditions/mandatoryterms ;
“Off-payroll Working Rules”	means the rules in Chapter 10 of Part 2 of ITEPA;
“Order Effective Date”	has the meaning given to it in Clause 3.1;
“Order Form” (“Order Agreement”)	means a G-Cloud 15 Schedule 6 Order Form entered into and incorporating these Terms and Conditions, which specifies the Supplier Solutions and their associated Fees;
“Pay.uk”	means Pay.uk Limited, a company registered in England and Wales with company number 10872449, whose registered address is at 2, Thomas More Square, London, E1W 1YN (or its successor);
“Payment Network Provider” (“PNP”)	means FPSL, Bacs, Pay.uk, SWIFT, Customer's banks, Customer client's banks or otherwise a third party operating or connecting to a payment and/or settlement scheme;
“PCI-DSS”	means the Payment Card Industry Data Security Standard;
“Personal Data”	has the meaning given to it by Data Protection Laws;
“PNP Requirements”	means all necessary licences, permits, authorisations, consents and agreements required to connect to the PNP networks;
“Privacy Terms”	means the terms and conditions set out in https://www.bottomline.com/uk/privacy/current-gdpr-data-privacy-terms relevant to processing of Personal Data;

“Product Documentation”	means the documentation made available by Supplier as amended from time to time, which sets out user instructions and description of the Subscription Services, Software and/or Equipment;
“Product Schedule”	means a schedule to these Terms and Conditions containing supplementary terms and conditions applicable to the relevant Supplier Solution;
“Professional Services”	means those services set out in an Order Form and described therein as “professional services” supplied under the Agreement, including but not limited to consultancy, implementation and training;
“SLA”	means the current version of the supplementary terms applicable to the relevant Subscription Services and entitled “[product name] - SLA” available at https://www.bottomline.com/uk/product-terms-conditions ;
“Software”	means any user interface and/or other software module licensed under the Agreement and its documentation provided to the Customer as part of Supplier Solution, including, but not limited to, any related application programming interfaces, associated media, online or electronic documentation (including the applicable Product Documentation), Templates and any updates that may be made available from time to time;
“Subscription Services”	means the specific subscription-based service(s) as specified in an Order Form, provided to the Customer via the Supplier Infrastructure;
“Supplier Infrastructure”	means Supplier's hardware, communications infrastructure (including the Equipment), programs (including Software) and processes directly used for the provision of Subscription Services, excluding any Supplier's internal infrastructure and systems;
“Supplier Solutions”	means Subscription Services, Professional Services, Software, Equipment and/or Product Documentation (as applicable);
“Template”	means a single document configuration provided by Supplier to the Customer for use with the Subscription Service; and
“Terms and Conditions”	means these terms and conditions.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular, and a reference to one gender shall include a reference to the other gender.
- 1.5 The Agreement shall be binding on, and enure to the benefit of, the parties to the Agreement and their successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email.

- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 A reference to **the Agreement** or to any other agreement or document referred to in the Agreement is a reference of the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Not Used

3. Order Forms and Schedules

- 3.1 The Customer may procure Supplier Solutions by agreeing an Order Form with Supplier. An Order Form shall only be binding at the earlier of: (i) once signed by an authorised representative of each party, or (ii) when Supplier starts delivering the Supplier Solutions (the “**Order Effective Date**”).
- 3.2 Each Product Schedule (and the applicable Annexes) shall apply as further described therein.

4. Supplier’s Responsibilities

- 4.1 Subject to the Customer’s compliance with the terms and conditions of the Agreement and payment of applicable Fees, Supplier shall provide the Customer with Supplier Solutions in accordance with the Agreement.
- 4.2 Where required, Supplier shall carry out the necessary on-boarding services to set up and configure the Subscription Services as further described in an Order Form (where applicable).
- 4.3 Supplier will perform the services in a professional and workmanlike manner, using reasonable care and skill.
- 4.4 Supplier shall provide the Subscription Services (including support) in accordance with the SLA at the applicable support level to which the Customer has subscribed.
- 4.5 Supplier reserves the right to amend or upgrade Supplier Solutions and/or Supplier Infrastructure from time to time. Supplier will undertake such amendments or upgrades in accordance with the maintenance schedules set out in the applicable SLA.
- 4.6 The dates for delivery of Supplier Solutions are approximates only and time is not of the essence. Supplier will not be liable in any circumstances for the consequences of any delay in delivery of Supplier Solutions.
- 4.7 If Supplier personnel attend the Customer’s premises, Supplier shall procure that they comply with any reasonable safety and security policies applicable to the Customer’s site and made known to Supplier by the Customer, from the point at which they were made known to Supplier.

5. Customer’s Responsibilities

- 5.1 The Customer shall:
 - (a) undertake all Customer responsibilities set out in the Agreement in a timely and efficient manner;
 - (b) provide all reasonable co-operation and information as requested by Supplier in relation to the Agreement;
 - (c) provide all reasonable access to the Customer’s premises and Customer Infrastructure as requested by Supplier (including access required by Supplier to inspect any Equipment);
 - (d) provide, maintain and ensure that the Customer Infrastructure complies with the relevant specifications provided by Supplier from time to time;

- (e) be solely responsible for procuring and maintaining its network connections and telecommunications links from Customer Infrastructure to Supplier Infrastructure;
- (f) procure and maintain the PNP Requirements and promptly notify Supplier and the relevant PNP of any non-compliance;
- (g) ensure that access to Supplier Solutions and/or Supplier Infrastructure are restricted to Authorised Users only and all Authorised Users are notified of the Customer's obligations under the Agreement;
- (h) advise Supplier of any changes in any named Authorised Users who have access to Supplier Solutions and/or Supplier Infrastructure;
- (i) use all reasonable endeavours (including security software) to prevent any distribution of malicious code and/or unauthorised access to Supplier Solutions and/or Supplier Infrastructure. In the event of any such distribution or unauthorised access, the Customer shall promptly notify Supplier;
- (j) ensure that all devices used by the Customer to access Supplier Solutions and/or Supplier Infrastructure are placed in a secure location and accessible only by Authorised Users, and that such devices are secured when not in use through reasonable security procedures;
- (k) change the Customer's user passwords at least every ninety (90) days, or sooner when prompted to within the Subscription Services or where an Authorised User is no longer responsible for accessing the Subscription Services;
- (l) use all reasonable endeavours to advise Supplier in advance of any known or expected significant increases in Subscription Services usage or daily message traffic volumes; and
- (m) ensure that in the event Customer's personnel attend Supplier premises, procure that they comply with any reasonable safety and security policies applicable to Supplier's site and made known to the Customer by Supplier, from the point at which they were made known to the Customer.

5.2 The Customer shall not:

- (a) do or permit anything to be done which will compromise or affect the security of Supplier Solutions or Supplier Infrastructure;
- (b) permit Supplier Solutions to be combined with or become incorporated in any other software or service;
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make Supplier Solutions available to any third parties unless permitted under the Agreement; or
- (d) abuse or make unlawful use of Supplier Solutions including fraudulent use.

6. Provision of Equipment

- 6.1 If Equipment is specified in an Order Form and requires installation, use or maintenance at a Customer site, then the Customer shall:
 - (a) carry out all preparatory work to allow Supplier to undertake the installation or maintenance on time; and
 - (b) at its own cost and expense provide: (i) suitable space and environmental conditions for the Equipment, and (ii) all necessary services at the site for the installation, use and maintenance of the Equipment including, for fixed line services, an adequate power supply, lighting, security and equipment bonding with associated earthing.
- 6.2 Supplier shall deliver the Equipment to the delivery address specified in the Order Form. Delivery of the Equipment shall be completed on the completion of unloading of the Equipment at the delivery address. Risk in the Equipment shall pass to the Customer upon delivery.
- 6.3 Supplier retains title in all Equipment provided under the Agreement. The Customer shall: (i) adequately insure the Equipment against risk of loss and damage; and (ii) notify in writing any

persons who may be entitled to a charge, security or any other right over the property of the Customer that the Equipment is not the property of the Customer.

- 6.4 Upon termination or expiration of the applicable Order Form, at Customer's cost and Supplier's sole discretion: (i) Supplier shall be entitled forthwith to remove Equipment from the premises of the Customer and the Customer shall provide all reasonable access to its premises; or (ii) Customer shall return the Equipment to Supplier.

7. Fees and Payments

- 7.1 All Fees for Supplier Solutions shall be invoiced in accordance with the relevant Product Schedule.
- 7.2 Time for payment shall be of the essence of the Agreement. Unless otherwise stated in the Product Schedule, the Customer shall pay Supplier all Fees as described in an Order Form.
- 7.3 All sums payable hereunder are payable in pounds sterling and exclusive of value added tax and any other applicable taxes or duty, which shall be added to Supplier's invoice(s) at the appropriate rate. The Customer shall pay for any taxes, duties or levies which Supplier is required by law to collect.
- 7.4 If the Customer is required by law to deduct any amount from the amounts to be paid to Supplier under the Agreement on account of withholding taxes or any other taxes or levies of any kind, the Customer shall pay all such additional amounts so that the net amounts received by Supplier are the amounts specified on the invoice. To the extent that any withholding tax is payable, Supplier and the Customer shall mutually collaborate and provide reasonable assistance requested to obtain the benefits of any applicable tax treaty between the country where Supplier is located and the applicable jurisdiction where the withholding tax is applied. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding tax.
- 7.5 In the event that a PNP or any competent legislative or regulatory authority introduces any mandatory change which requires modification to Supplier Solutions and/or Supplier Infrastructure, then Supplier shall be entitled to revise the Fees to cover the additional costs of such change.

8. Warranties

- 8.1 Each party warrants that it:
- (a) shall comply with Applicable Laws (including the Bribery Act 2010, Criminal Finances Act 2017 and the Modern Slavery Act 2015) in carrying out its obligations under the Agreement;
 - (b) has all necessary licences, permits, authorisations and consents required for the performance of its obligations under the Agreement; and
 - (c) shall use commercially available IT security software to protect its IT infrastructure.
- 8.2 The Customer warrants that it:
- (a) is solely responsible for and liable in respect of all access to and use of Supplier Solutions through the Customer's login and password and shall ensure that private login names, passwords and other Confidential Information remain confidential; and
 - (b) shall comply with the Mandatory Terms, which may be amended by Supplier from time to time.
- 8.3 Supplier warrants that:
- (a) the Subscription Service and Software shall materially conform to their Product Documentation for a period of ninety (90) days from the relevant Order Effective Date; and
 - (b) the Equipment shall be free from material defects in materials and workmanship on delivery.

- 8.4 The Customer's sole and exclusive remedy in the event of breach of the warranties in Clause 8.3 (as reasonably determined by Supplier) is the correction of any failure by Supplier to comply with such warranty provisions. Correction may comprise, at Supplier's sole discretion, re-performance of the services or portion thereof, replacing, repairing or adjusting the Subscription Services, Software and/or Equipment 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 Supplier in writing within ninety (90) days from the relevant Order Effective Date.
- 8.5 The warranties given by Supplier in this Clause 8 are made only to the Customer, and Supplier will have no liability to any third party with respect to the Subscription Services, Software and/or Equipment as a result of such warranties.

9. Intellectual Property Rights

- 9.1 The Customer acknowledges and agrees that:
- (a) Supplier and/or its licensors own all Intellectual Property Rights in Supplier Solutions, Supplier Infrastructure, Supplier's trademarks, deliverables and any other Intellectual Property Rights in materials provided or produced by Supplier under the Agreement including but not limited to all copies, modifications, translations, enhancements or derivations thereof (collectively "**Supplier's IPR**");
 - (b) except as expressly stated in the Agreement, Supplier does not grant the Customer any rights to, or in, Supplier's IPR; and
 - (c) Supplier's IPR may be covered by one or more of the patents listed at <https://www.bottomline.com/us/bottomline-patent-marking-information>.
- 9.2 Subject to the terms and conditions contained in the Agreement and Customer's payment of applicable Fees, Supplier hereby grants to the Customer a non-exclusive, non-transferable, revocable licence without rights to sublicense, for so long as the relevant Order Form remains in force, to permit its Authorised Users to use Supplier Solutions (as applicable) for its day to day business purposes (including provision of services to Customer Group Companies) and only in accordance with the Product Documentation and Licence Metrics. Notwithstanding the foregoing, unless specified otherwise in a Product Schedule, the Customer shall not permit any direct access to Supplier Solutions by any Customer Group Companies or other third parties.
- 9.3 Save from the extent permitted under the Agreement and FCA (irrespective of the limitations contained herein) the Customer will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute Supplier's IPR.
- 9.4 The Customer grants Supplier a non-exclusive, royalty-free licence during the term of the Agreement to use Customer's IPR and Customer Data to the extent required by Supplier for the provision of Supplier Solutions and otherwise to perform Supplier's obligations under the Agreement. Customer retains all right, title, and interest in and to Customer IPR.

10. Not Used

11. Customer Data and Data Protection

- 11.1 The Customer shall own all right, title and interest in and to all Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 11.2 Unless otherwise stated in Supplier's then current data retention policy and the Privacy Terms, Supplier shall retain Customer Data for as long as it reasonably believes is necessary in connection with the specific service. Thereafter, Supplier reserves the right to delete such Customer Data.
- 11.3 The parties shall, in provision and use of Supplier Solutions, comply with Supplier's then current Privacy Terms which is deemed incorporated into these Terms and Conditions.

12. Not Used

13. Limitation of Liability

- 13.1 Subject to the limitations and exclusion of liability specified in the G-Cloud 15 Framework terms Supplier shall not be liable to the Customer for any loss or damage (or any other liability) arising out of or in connection with:
- (a) defects, errors, delays, non-performance or unavailability of Customer Infrastructure, third party systems, external networks (including the Internet and networks operated by PNP) or any equipment, software or infrastructure not supplied or operated by Supplier;
 - (b) results obtained, and conclusions drawn, by the Customer from the use of Supplier Solutions;
 - (c) any information, instructions or scripts provided by the Customer, PNP or any other third party (or the accuracy thereof), or any actions taken by Supplier at the Customer's direction;
 - (d) the use of Supplier Solutions in a manner, or combination with any equipment and/or software, not approved by Supplier in writing;
 - (e) any third-party content or use of, or correspondence with, any third parties, PNPs or interfaces (such as SWIFT or banks) via Supplier Solutions, or any transactions completed, and any contract entered into by the Customer, with any such third party;
 - (f) defects, errors, delays, non-performance or unavailability of Supplier Solutions due to the service, repairs maintenance, upgrades, modification, alterations or replacement of the Customer's equipment or hardware forming part of the Customer's equipment of whatever nature;
 - (g) any illegal or unauthorised access to, or release of any information, data or message from any environment or device whatsoever not under Supplier's control or that of its contractors connecting to Supplier Solutions; and/or
 - (h) any regulatory fine imposed on the Customer for its breach of any law or any regulation, including a breach of Data Protection Laws (for the avoidance of doubt, Supplier will be responsible for any regulatory fine imposed on Supplier for Supplier's breach of Applicable Law).
- 13.2 Except as expressly set out in the Agreement all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute, common law, or otherwise are, to the fullest extent permitted by law, excluded from the Agreement.

14. Compliance

- 14.1 For the purposes of section 61M(1) ITEPA, the parties do not intend that either the Customer nor any Customer Group Company is a "client" in relation to any individual engaged by Supplier or any Supplier Group Company in the provision of the services to the Customer ("**Supplier Personnel**"). Where Supplier Personnel provide their services through an intermediary that meets one of the conditions in sections 61N(9) to (11) ITEPA, Supplier will be the "client" in respect of such individual for the purposes of section 61M(1) ITEPA, and will in accordance with and to the extent required by law:
- (a) issue an initial status determination statement in respect of such individual in accordance with the Off-payroll Working Rules; or
 - (b) if Supplier determines that the individual is a Deemed Employee, then Supplier shall: (i) where Supplier is the "fee payer" (as such term is defined in section 61N ITEPA), account to HMRC for any income tax and National Insurance contributions liabilities as is required pursuant to the Off-payroll Working Rules and any associated tax legislation, and (ii) otherwise comply with all of its obligations as a "client" and, if applicable, a "fee payer" under the Off-payroll Working Rules in connection with such individual.

- 14.2 The Customer acknowledges and agrees that Supplier Solutions may be subject to export control laws and regulations of the United Kingdom, United States, EU and nation(s) where the Customer is based or operates in. The Customer shall comply with all applicable export laws, restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and any other United States, European Union, Singapore or other agency or authority and shall not, nor allow others to, without prior appropriate government authorisation, import, export, re-export, or transfer any services, technology or information it obtains pursuant to the Agreement, either directly or indirectly, to any country subject to a U.S. trade sanction or embargo or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, or the Department of State's Debarred Parties List, as published and revised from time to time, or any other comparable European or local regulations. In addition, any Supplier Solutions may not be imported, exported, re-exported, or transferred to anybody known or suspected to be engaged in activities related to weapons of mass destruction including, without limitation, any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by the U.S. Export Administration Regulations or an applicable arms embargo, unless authorised by the relevant government agency by regulation or specific licence.

15. Suspension of the Services

- 15.1 Without affecting any other right or remedy available to it, Supplier shall be entitled to suspend part or all the provision of Supplier Solutions:
- (a) with fourteen (14) days' prior written notice, if the Customer commits a material breach of the Agreement or fails to pay any sums due in accordance with the payment terms;
 - (b) to enable Supplier to carry out maintenance, modification and testing of Supplier Infrastructure, if there is a technical failure of Supplier Infrastructure, or to safeguard the security and integrity of Supplier Infrastructure;
 - (c) to prevent fraud, illegal activity or misuse of Supplier Solutions; and/or
 - (d) if required by law or regulation (including compliance with sanctions).
- 15.2 Supplier shall keep all suspensions to a minimum.

16. Governing Law and Jurisdiction

- 16.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

17. General

- 17.1 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- (a) waive that or any other right or remedy; or
 - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 17.2 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

- 17.3 **Notices.** Any written notice given under the Agreement, shall be deemed to be sufficiently and duly given hereunder if sent to the registered office of the receiving party and either: (i) delivered by hand or by courier to the addressee; or (ii) sent by certified or registered mail. A notice shall be deemed received by the receiving party:
- (a) if delivered by hand or by courier, on the date of delivery to the addressee or to their representative, unless delivered after the close of business in which case such notice will be deemed received on the next ensuing Business Day; and
 - (b) if sent by certified or registered mail, on the Business Day that it was signed for as correctly received.
- The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 17.4 **Third parties' rights.** Unless expressly stated otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 17.5 **Variation.** Without prejudice to the Mandatory Terms, Privacy Terms and SLAs, no variation to the Agreement shall be effective unless it is agreed in writing and signed by an authorised representative of the parties. Notwithstanding the foregoing, Supplier may amend these Terms and Conditions, Product Schedules and Annexes from time to time by publishing the amended terms and conditions on www.Supplier.com/uk/product-terms-conditions ("**Updated Terms**"). Unless otherwise stated, the Agreement shall be deemed amended from when the Customer signs any new Order Form after the date the Updated Terms are published.

Supplier Hosted Services Master Customer Agreement:

PTX Product Schedule

This Product Schedule shall apply and supplement the Terms and Conditions where the Customer procures any Supplier Solutions prefixed with **PTX**.

1. Interpretation

Unless defined below, capitalised terms used in this Product Schedule shall have the same meanings as the Terms and Conditions:

“AUDDIS”	means Automated Direct Debit Instruction Service provided by Bacs;
“End User”	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;
“PTX”	means a cloud-based Subscription Service providing payments, collection, document management and other functionality;
“PTX Invoices”	means a Licence Metric set out in the Order Form, measuring the invoices sent through PTX;
“Test”	means use of PTX by the Customer for the purposes of testing for its own intended business purposes in a non-production environment;
“Transaction”	means a Licence Metric set out in an Order Form, measuring a single credit, debit, refund or AUDDIS instruction (and includes a Transmission where PTX Payouts is specified on an Order Form) issued or a single debit displayed using the Subscription Services; and
“Transmission”	means a Licence Metric set out in the Order Form, measuring 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.

2. Invoicing and Payment

- 2.1 The Fees are set out in an Order Form. Supplier shall charge the Customer the Fees from the Order Effective Date and shall invoice and collect the Fees calendar monthly in arrears, annually in advance, or as a one-time fee, as specified in an Order Form.
- 2.2 The Customer agrees to enter into a direct debit mandate in favour of Supplier in respect of all Fees specified in an Order Form relevant to PTX.
- 2.3 Supplier shall monitor the Customer's Licence Metrics. Where the Customer exceeds its procured Licence Metrics, Supplier shall collect such overage Fees monthly in arrears at the Licence Metric rates specified in an Order Form. Any un-used Licence Metrics remaining upon expiry of any period are non-refundable and may not be carried forward for use in any subsequent periods.

3. Licence and Use

- 3.1 In addition to the licence granted under Clause 9 in the Terms and Conditions, Supplier permits Customer Group Companies' Authorised Users to use PTX, Software and/or Templates for its day-to-day business purposes and only in accordance with the Product Documentation and Licence Metrics. The Customer shall procure that the Customer Group Companies comply with Customer's obligations under the Agreement when using Supplier Solutions and the Customer shall remain solely liable for all acts and omissions of Customer Group Companies in connection with the use of Supplier Solutions.
- 3.2 Where Supplier Solutions are licensed for Test purposes, then the following shall apply:
 - (a) the Customer shall not make Supplier Solutions available to any third party, including End Users; and
 - (b) subject to Clause 13.2 in the Terms and Conditions, Supplier Solutions are made available on an "AS IS" basis and the SLA shall not apply.
- 3.3 Supplier warrants that 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.
- 3.4 Supplier represents and warrants that PTX Subscription Services shall comply, in all material respects, with the applicable laws and regulations of England and Wales.
- 3.5 Each Annex titled "PTX Product Schedule: Annex for [Product Name]" shall apply as further described therein.

PTX Product Schedule: Annex for PTX Verify

This Annex shall apply and supplement the Supplier Hosted Services Master Customer Agreement: PTX Product Schedule where the Customer procures **PTX Verify Subscription Service**.

1. Interpretation

Unless defined below, capitalised terms used in this Annex shall have the same meanings as the Supplier Hosted Services Master Customer Agreement: PTX Product Schedule:

“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;
“Business 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 company name, registration number and proprietor details;
“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;
“Consumer 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;
“Credit”	means a unit(s) used in performing a Search relevant to Validation, Card Validation, International Validation and/or Verification, as specified in clause 2.1(a) below;
“IBAN”	means an International Bank Account Number comprising a BBAN, a two (2) letter country code and two (2) numeric check digits;
“International Validation”	means a single Search via a Subscription Service using either one (1) Credit to confirm that a single IBAN has the correct structure and format; or four (4) Credits to: (i) 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, (ii) confirm that a single BBAN and country code combination has the correct structure and format, and convert the BBAN to an IBAN, or (iii) confirm that a single national country code, account number and bank/branch identifier combination should exist, and convert to an IBAN;
“Search”	means a Licence Metric measuring the request for data for the purposes of Validation, International Validation, Card Validation and/or Verification; and
“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.

2. PTX Verify

2.1 Where any PTX Verify Subscription Service is specified on an Order Form then the following shall apply in addition to the other terms and conditions in the PTX Product Schedule:

- (a) in accordance with the definitions of Validation, International Validation and Card Validation, Consumer Verification and Business Verification the following quantities of Credit(s) are required for each Search type thereunder:

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

- (b) before using any PTX Verify (including as part of PTX Refunds or PTX Cloud DD) 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 Laws and in particular, will notify him or her that the information which the person gives to the Customer:
- (i) may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information; and
- (ii) 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;
- (c) the Customer shall, on request, give Supplier a copy, or transcript, of the notification the Customer uses;
- (d) to the extent that the Customer is able to do so, the Customer grants to Supplier's third party data provider a perpetual, royalty free right to keep a record of the information referred to in clause (b)(i) for the purposes referred to in clause (b)(ii); and
- (e) 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.
- 2.2 Notwithstanding anything to the contrary in (i) the Terms and Conditions, and/or (ii) Supplier Hosted Services Master Customer Agreement: PTX Product Schedule, the Customer may permit direct access to the PTX Verify Subscription Service to End Users. The Customer shall procure the End Users comply with Customer's obligations under the Agreement when using PTX Verify and the Customer shall remain solely liable for all acts and omissions of End Users in connection with the use of PTX Verify.
- 2.3 Supplier does not warrant, represent or give any guarantee or commitment that the responses obtained from the use of PTX Verify will be accurate or complete or meet the Customer's requirements.

PTX Product Schedule: Annex for Printing and Postage Services

This Annex shall apply and supplement the Supplier Hosted Services Master Customer Agreement: PTX Product Schedule where the Customer procures any **Printing Services**.

1. Interpretation

Unless defined below, capitalised terms used in this Annex shall have the same meanings as the Supplier Hosted Services Master Customer Agreement: PTX Product Schedule:

“Printing Services”	means any Supplier Solutions which includes printing, posting and/or distribution services provided by Supplier or a subcontractor to the Customer.
----------------------------	---

2. Printing

- 2.1 Notwithstanding anything to the contrary in the Terms and Conditions and/or the PTX Product Schedule:
- (a) Supplier reserves the right to increase any postage Fees in accordance with variations in third party postage and distribution costs to Supplier;
 - (b) commencing on first (1st) January each year, Supplier reserves the right to increase Fees relevant to print production (for the avoidance of doubt and subject to Clause 2.1(a) above, all other Fees shall be increased in accordance with the Terms and Conditions). Such increase shall be by an amount calculated at the percentage change in UK RPI over the twelve (12) month period to January each year as published by the Office for National Statistics, plus three percent (3%); and
 - (c) risk in cheques or other printed materials shall pass to the Customer on collection by Royal Mail or other distribution service from Supplier's premises.

PTX Product Schedule: Annex for PTX Confirmation of Payee for Business (CoP)

This Annex shall apply and supplement the Supplier Hosted Services Master Customer Agreement: PTX Product Schedule where the Customer procures **PTX COP Subscription Service**.

3. Interpretation

Unless defined below, capitalised terms used in this Annex shall have the same meanings as the Supplier Hosted Services Master Customer Agreement: PTX Product Schedule:

“CoP”	means Confirmation of Payee;
“CoP Participant”	means an organisation that is taking part in the Pay.UK Confirmation of Payee services as an accredited member;
“CoP Verification”	means a single Search via a Subscription Service using one (1) Transaction for the Pay.UK Confirmation of Payee service to verify that a single United Kingdom bank account and sort code combination, or secondary reference number, bank account and sort code combination, exists, is open and matches the account holder’s name.

4. CoP for Business

- 4.1 Notwithstanding anything to the contrary in the Terms and Conditions and/or the PTX Product Schedule:
- (a) CoP Verification Subscription Services may only be used where there will ultimately be a payment associated with the account that has been verified.
 - (b) For the purposes of this Annex “Transaction” shall be defined as meaning a single CoP Verification displayed using the Subscription Services.
 - (c) Supplier does not warrant, represent or give any guarantee or commitment that the output of the CoP Subscription Service will be accurate or complete or meet the Customer’s requirements. The Customer acknowledges that the accuracy and completeness of the CoP Subscription Service is dependent upon the accuracy and completeness of the data and service provided to Supplier by the Customer and the data and service provided by the CoP Participant.
 - (d) Supplier is not responsible for any delays, delivery failures, or any loss, damages, costs or expenses resulting from the transfer of CoP Subscription Service over communications networks and facilities, including, but not limited to, banking systems, financial messaging networks or the internet; and the Customer acknowledges that CoP Subscription Service may be subject to limitations and delays inherent in the use of such communications facilities which are outside of the control of Supplier.

The presentation of the results obtained via CoP Subscription Service is subject to the Customer’s Authorised User(s) providing correct and accurate access credentials in connection therewith; and Supplier shall not be liable to the Customer to the extent that it is prevented from providing the Customer with such results via CoP Subscription Service thereafter.

Supplier Hosted Services Master Customer Agreement:

Global Payments Hub & Cash Management Product Schedule

This Product Schedule shall apply and supplement the Terms and Conditions where the Customer procures any Supplier Solutions prefixed with **Global Payments Hub (GPH) and/or Cash Management (CM)**.

5. Interpretation

- 5.1 Unless defined below, capitalised terms used in this Product Schedule shall have the same meanings as the Terms and Conditions:

“BIC” means Bank Identifier Code, which is a unique code identifying the Customer on the SWIFT network;

“Distinguished Name” means a unique identifier code following X.500 notation on the SWIFT network; and

“End User” 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.

“Subscription Band(s)” means a Licence Metric (as shown in the table below) and set out in an Order Form which reflects the Customer's Subscription Services usage; and

“Truing-Up Adjustment” means uplifting the Customer's Subscription Band (as set out on the Order Form or resulting from a previous Truing- Up Adjustment) and related Subscription Fees on a pro-rated basis from the third month in which the upper threshold for the Customer's Subscription Band was exceeded for the remainder of the then current contract year.

6. Payment Terms

- 6.1 The Fees are set out in an Order Form. Supplier shall charge the Customer the Subscription Services Fees from the Order Effective Date and shall invoice the Customer annually in advance and on each anniversary thereafter.
- 6.2 Supplier shall monitor the Customer's Licence Metrics. Where the Customer exceeds its procured Subscription Band, Supplier shall apply a Truing-Up Adjustment and shall invoice the Customer for the applicable fee increment (the difference between the Subscription Services Fees paid for the procured Subscription Band and the new Subscription Band). The Customer's Subscription Band will be amended to reflect the correct Subscription Band according to the Truing-Up Adjustment.
- 6.3 No later than thirty (30) days prior to the anniversary of the Effective Date, where applicable the parties shall agree the relevant Subscription Band for the Subscription Services for the next twelve (12) months.
- 6.4 Unless otherwise set out in an Order Form, Professional Services shall be invoiced at any time after the Order Effective Date.

7. Licence and Use

- 7.1 Where the Customer is making payments via SWIFT, Supplier shall host the Customer's SWIFT BIC(s) and/or Distinguished Name(s) within Supplier Infrastructure and shall provide the Customer with connectivity to the SWIFT network in accordance with the Order Form and the SLA.
- 7.2 The Customer shall provide Supplier in writing with the names and contact details of at least two (2) Customer administrators who are authorised to approve security and change requests on behalf of the Customer, stating their level of authority in respect of such approvals. This list will also include the contacts required if Supplier needs to invoke disaster procedures and appropriate replacements or escalation path if the usual contacts are unavailable.
- 7.3 Supplier represents and warrants that Global Payments Hub and Cash Management Subscription Services shall comply, in all material respects, with the applicable laws and regulations of England and Wales.

7.4 Subscription Bands:

Band	CM Visibility <i>(No. of Transactions per day)</i>	CM Forecasting <i>(No. of Transactions per day)</i>	CM Optimization <i>(No. of Transactions per day)</i>	GPH SWIFT FIN & Interact (BIC 11) <i>(No. of inbound statements per month)</i>	GPH Global Payments Hub <i>(No. of payments per day)</i>	GPH SWIFT FIN & Interact (BIC 8) <i>(No. of messages per month)</i>	GPH SWIFT FileAct <i>(kB per month)</i>
Band A	Up to 4,000	Up to 4,000	Up to 4,000	Up to 2,500	-	-	Up to 50,000
Band B	Up to 10,000	Up to 10,000	Up to 10,000	Up to 5,000	Up to 2,000	Up to 5,000	Up to 100,000
Band C	Up to 16,000	Up to 16,000	Up to 16,000	Up to 10,000	Up to 5,000	Up to 10,000	Up to 200,000
Band D	Up to 24,000	Up to 24,000	Up to 24,000	Up to 20,000	Up to 8,000	Up to 20,000	Up to 400,000
Band E	Up to 32,000	Up to 32,000	Up to 32,000	Up to 50,000	Up to 12,000	Up to 50,000	Up to 1,000,000
Band F	Up to 40,000	Up to 40,000	Up to 40,000	Up to 100,000	Up to 16,000	Up to 100,000	Up to 2,000,000
Band G	Up to 50,000	Up to 50,000	Up to 50,000	-	Up to 20,000	-	-